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

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.

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

**REPLY OF INDIAN WELLS VALLEY  
WATER DISTRICT IN SUPPORT OF  
MOTION FOR ORDER CONFIRMING  
“INTERESTED PARTY” STATUS, OR,  
IN THE ALTERNATIVE, GRANTING  
LEAVE TO AMEND ANSWER**

**RELATED TO ROA 707, 708, 712, 719**

**Date: November 21, 2025**

**Time: 9:00 a.m.**

**Dept.: CX101**

**Reservation No. 1000570777**

1  
2 AND CONSOLIDATED CASE AND  
3 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]*

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5 Complaint Filed: September 30, 2020  
6 Writ Hearing: February 4, 2026

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1 **1. AT A MINIMUM, THE COURT SHOULD NOT ENTER DISMISSAL OF THIS**  
2 **CASE BEFORE THE HEARING ON THE MOTION.**

3 Searles and the Authority have settled. But, the District respectfully requests the Court  
4 not enter dismissal on any request before the November 21, 2025 hearing. Similar to a cross-  
5 complaint, by filing an answer in this reverse validation case as an interested person, the District  
6 is a full party to the action. It has the right to actively litigate the case just as fully as the party  
7 that filed the petition. (See *City of San Diego v. San Diegans for Open Government* (2016) 3  
8 Cal.App.5th 568, 580 [finding agency’s motion to strike suspended corporation’s answer moot  
9 because it would not reverse the judgment in the validation action as another party contesting the  
10 agency’s action remained a valid party]; *Comm. for Responsible Planning v. City of Indian Wells*  
11 (1990) 225 Cal.App.3d 191, 198-199 [settlement among some but not all parties did not preclude  
12 other parties contesting the agency’s action from pursuing their challenges].)

13 **2. THE OPPOSITION OVERREACHES WHEN IT CLAIMS SEARLES’ FAP DOES**  
14 **NOT ALLEGE A REVERSE VALIDATION ACTION.**

15 The validation procedure—codified at Code of Civil Procedure section 860 *et seq.*—  
16 “does not, in itself, authorize any validation actions; rather, it establishes a uniform system that  
17 other statutory schemes must activate by reference.” (*Davis v. Fresno Unified Sch. Dist.* (2023)  
18 14 Cal.5th 671, 685.) Water Code section 10726.6 activates by reference the validation  
19 procedure. If challenging a groundwater sustainability plan, the challenging party must do so  
20 through validation. (Wat. Code, § 10726.6(a). See also ROA 599 [12/21/22 Minute Order, p. 7  
21 [“reverse validation actions are also permitted to challenge groundwater sustainability plans”].)  
22 Subdivision (a) of section 10726.6 provides:

23 A groundwater sustainability agency that adopts a groundwater sustainability plan  
24 may file an action to determine the validity of the plan pursuant to Chapter 9  
25 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil  
26 Procedure no sooner than 180 days following the adoption of the plan.

26 (Wat Code, § 10726.6(a) [emphasis added].) The Authority did not file a validation action;  
27 however, “any interested person may bring an action . . . to determine the validity of such  
28 matter.” (Code Civ. Proc., § 863.) Searles did so here.

1 To claim that Searles' FAP did not allege a reverse validation action is simply incorrect:

- 2 • The Authority previously admitted that Searles properly pled a cause of action to  
3 challenge the GSP, stating, “While a portion of Searles’ first cause of action sets forth  
4 a valid cause of action—although the Authority disagrees with Searles’ [sic]  
5 challenge to the GSP, it is a properly pled cause of action—the attempted attack on  
6 the Replenishment Fee is not proper.” (ROA 377 [emphasis added].) And, the only  
7 way to challenge the GSP is through validation. (Code Civ. Proc., § 869; *Davis*,  
8 *supra*, 14 Cal.5th at 686.)
- 9 • The FAP itself names as a defendant “All Persons Interested in the Matter of the  
10 Validity of the Indian Wells Valley Groundwater Authority’s Groundwater  
11 Sustainability Plan for the Indian Wells Valley Groundwater Basin.” (FAP, caption.)
- 12 • The FAP confirms, “Defendants named herein as All Persons Interested in the Matter  
13 of the Validity of the Indian Wells Valley Groundwater Authority’s Groundwater  
14 Sustainability Plan for the Indian Wells Valley Groundwater Basin are all persons or  
15 entities with any interest in the validity of the Authority’s Groundwater Sustainability  
16 Plan (‘GSP’).” (FAP, p. 4, ¶ 14.)
- 17 • Searles obtained from the Court and published a Summons, under Code of Civil  
18 Procedure sections 861.1 and 863, directing “All persons interested in the matter  
19 listed above and described below [i.e., validity of the GSP] may contest the legality or  
20 validity of the matter by appearing and filing a written answer to the complaint not  
21 later than December 18, 2020.” (Evertz Decl. ISO Motion, ¶ 3, Exh. 1, pp. 1-2.)
- 22 • No one demurred or moved to strike the District’s Answer as improper, even though  
23 the Answer plainly asserted it answered as an “interested person,” “interested in the  
24 matters referred to in [Searles’ FAP].” (*Id.* at ¶ 11, Exh. 11, caption, p. 1; ROA 610.)
- 25 • Searles alleges specific harm in the FAP’s general allegations because they are  
26 needed for its other causes of action that the District does not seek to join. Even  
27 though those allegations may not be applicable to validation, their inclusion in the  
28 FAP does not mean that Searles has not alleged a reverse validation action.

- 1           • There is no difference—material or otherwise—between the first cause of action in  
2           Searles’ Petition and in Searles’ FAP that would have converted the first cause of  
3           action from a reverse validation action to a standard writ proceeding.

4           In fact, there is no way that Searles could have sought to challenge the Authority’s GSP  
5 through a standard writ proceeding. Validation is the exclusive means of pleading a challenge to  
6 any GSP, including the Authority’s. Therefore, not only does validation apply to Searles’ first  
7 cause of action to set aside the GSP, but it is also the only way to challenge the GSP. (Code Civ.  
8 Proc., § 869 [“No contest except by the public agency or its officer or agent of any thing or  
9 matter under this chapter shall be made other than within the time and the manner herein  
10 specified.” {emphasis added}]; *Davis, supra*, 14 Cal.5th at 686 [“the validation remedy [is]  
11 exclusive as to matters that are subject to validation” {emphasis added}].)<sup>1</sup>

12 **3. THE COURT SHOULD CONFIRM THE DISTRICT’S STATUS AS A FULL-**  
13 **FLEDGED PARTY.**

14 **A. The District Satisfied the Statutory Requirements to Become an “Interested**  
15 **Party” when It Timely Appeared in this Reverse Validation Case.**

16           Citing *City of San Diego* for its position that the deadline to appear in a validation action  
17 cannot be unilaterally extended by court order, the Opposition claims the District’s answer was  
18 untimely. That case does not support the Authority’s position and the District timely appeared.

19           In *City of San Diego*, the issue presented was whether attorneys’ fees should be awarded  
20 under Code of Civil Procedure section 1021.5 to a suspended corporation that prevailed in a  
21 validation action despite having filed an answer knowing it was suspended and not reviving itself  
22 before the deadline to appear. (97 Cal.App.5th at 572.) The appellate court held that the  
23 suspended corporation could not recover attorneys’ fees. (*Id.* at 572, 580.)

24           In deciding the issue, the appellate court compared the statutory deadline for an interested  
25 party to appear in a validation case under section 862 with a statute of limitations in civil

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26 <sup>1</sup> The Opposition attempts to blur the line between a challenge to the Authority’s GSP and a challenge to the  
27 Authority’s implementing actions. The implementing actions may not be subject to validation, but the GSP  
28 expressly is. (Wat. Code, § 10726.6(a).) The Water Code simply provides a challenge to any fee imposed where the  
underlying GSP is not being challenged. (Wat. Code, § 10726.6(c) & (d).) Practically, however, if the GSP is ruled  
invalid, all action flowing from it—the implementing actions—are likewise invalid even if not directly challenged.

1 litigation. However, the appellate court did not find the appearance deadline to be like a statute  
2 of limitations in all respects. Rather, the comparison focused on the limited point that  
3 subsequent revival of a suspended corporation does not prevent the appearance deadline from  
4 running in a validation case, just like it would not prevent a statute of limitations from running.  
5 (*Id.* at 579.) It did not use the comparison to hold, as the Opposition claims, that the appearance  
6 deadline can never be unilaterally extended by court order. (See *ibid.*) In fact, the appellate  
7 court suggests the opposite, that the deadline could have been extended by court order. (*Id.* at  
8 580 [noting the suspended corporation did not seek an extension so it could be revived, and, once  
9 revived, could file an answer].)

10 *City of San Diego* also involved appeal of the trial court’s denial of a motion to strike the  
11 suspended corporation’s answer. (*Id.* at 572.) But, even on that issue, the appellate court never  
12 held that the appearance deadline for a validation case cannot be extended by court order. It  
13 affirmed denial of the motion as moot, and did not reach the substance. (*Id.* at 580.)

14 The appearance deadline, like a statute of limitations, can be waived. (See *Minton v.*  
15 *Cavaney* (1961) 56 Cal.2d 576, 581 [finding defendant waived the statute of limitations by  
16 failing to plead it in his answer or as a ground of his general demurrer].) As discussed in the  
17 Motion, court orders extended the time to answer, and the District subsequently filed its answer  
18 within the extensions. (Evertz Decl. ISO Motion, ¶¶ 2-11.) Notably, the Authority stipulated to  
19 more than one of the District’s extensions. (*Id.* at ¶¶ 4-10.) And, the Authority never voiced its  
20 objection. (*Ibid.*) The Authority cannot now claim it is too late for the District.

21 Regardless of when the District answered, the District timely appeared and asserted its  
22 interest in the reverse validation case. Code of Civil Procedure section 862 provides:

23 Any party interested may, not later than the date specified in the summons, appear  
24 and contest the legality or validity of the matter sought to be determined.

25 (Code Civ. Proc., § 862 [emphasis added].) Here, the Summons required any interested party to  
26 appear on or before December 18, 2020. (Evertz Decl. ISO Motion, ¶ 3, Exh. 1, p. 1; ROA 47.)  
27 Before December 18, 2020—on November 20, 2020—the District appeared in the case. (Evertz  
28 Decl. ISO Motion, ¶ 4, Exh. 2; ROA 51.)

1           Moreover, “any contest of a matter subject to validation proceedings, other than the one  
2 brought by the agency involved” was asserted not later than the date specified in the summons.  
3 In its initial petition, Searles asserted a challenge to the validity of the GSP. (ROA 43.)

4           **B.       There are No Second-Class Parties in Validation Cases.**

5           The Opposition observes there is no statute or authority permitting a party to seek a court  
6 order to confirm the party’s “interested party” status. The District agrees. A party becomes an  
7 “interested party” not via court order but by operation of law when it satisfies the statutory  
8 requirements of the validation procedure. (See Code Civ. Proc., § 862.) The District did so here.  
9 The District seeks a court order merely because the Authority refuses to recognize that the  
10 District satisfied the requirements. (See Motion, pp. 2-4, § 3.)

11           The Authority does not dispute that in any validation or reverse validation case, the  
12 “action shall be in the nature of a proceeding in rem.” (Code Civ. Proc., § 860 [emphasis added].  
13 See also Code Civ. Proc., § 863.) And, no party, including the Authority, contests compliance  
14 by Searles—the “interested person” that brought the reverse validation action (Code Civ. Proc.,  
15 § 863)—with the procedural requirements for reverse validation proceedings.

16           As a proceeding *in rem*, the procedural and pleading distinctions that otherwise might be  
17 applicable in ordinary *in personam* civil cases do not apply to a validation case. (See *Planning*  
18 *& Conserv. League v. Dept. of Water Resources* (2000) 83 Cal.App.4th 892, 921-922, 924-925  
19 [“A validating proceeding differs from a traditional action challenging a public agency’s decision  
20 because it is an *in rem* action whose effect is binding on the agency and on all other persons.”].)  
21 For example, in an *in rem* reverse validation case, the “public agency shall be a defendant and  
22 shall be served with the summons and complaint in the action in the manner provided by law for  
23 the service of a summons in a civil action;” otherwise, “there are no indispensable parties.”  
24 (Code Civ. Proc., § 863; *PCL, supra*, at 921-922, 924-925 [reversing trial court’s erroneous  
25 dismissal of reverse validation action, and holding the failure to personally serve, join, and  
26 secure *in personam* jurisdiction over the state water contractors—i.e., parties who may be  
27 interested in the action’s outcome, but who are not the target public agency whose action is being  
28 challenged—was of “no consequence” to the viability of an *in rem* validation action].)

1 Nothing in the validation statutes distinguishes between the initial petitioner—Searles—  
2 and any answering interested party—the District—after the responsive pleadings have been filed  
3 within the initial deadline and the parties to the action are set. There are no second-class parties  
4 in a reverse validation case. The District stands on equal footing with Searles or any other party,  
5 other than the Authority, the agency whose action is being challenged. In fact, the District did  
6 exactly what the validation statutes demand. (Code Civ. Proc., § 862. See also *PCL, supra*, 83  
7 Cal.App.4th at 924 [confirming the state water contractors had no recourse on the motion for  
8 summary adjudication as they were not parties to the validation case, having never attempted to  
9 file an answer or appear in that case, despite their potential interest in the outcome].) Therefore,  
10 the District, as a full party to the reverse validation case, has the ability to clarify and adjust the  
11 pleadings in the course of litigation as any party would have the freedom to do.

12 **4. ESTOPPEL DOES NOT PRECLUDE THE DISTRICT’S STATUS AS AN**  
13 **“INTERESTED PARTY” IN THIS REVERSE VALIDATION CASE.**

14 **A. The Party Asserting Estoppel Bears the Burden to Establish the Elements for**  
15 **Estoppel.**

16 The party asserting estoppel against another party must establish five elements. They are:

- 17 (1) The same party has taken two positions;
- 18 (2) The positions were taken in judicial or quasi-judicial administrative proceedings;
- 19 (3) The party to be estopped was successful in asserting the first position (i.e., the  
20 court adopted the position or accepted it as true);
- 21 (4) The two positions are totally inconsistent; and
- 22 (5) The first position was not taken as a result of ignorance, fraud, or mistake.

23 (*MW Erectors, Inc. v. Niederhauser Ornamental & Metal Works Co.* (2005) 36 Cal.4th 412, 422;  
24 *Abatti v. Imperial Irr. Dist.* (2020) 52 Cal.App.5th 236, 307.) “Additional considerations may  
25 inform the doctrine’s application in specific factual contexts.” (*Jogani v. Jogani* (2006) 141  
26 Cal.App.4th 158, 170, 181; *Gottlieb v. Kest* (2006) 141 Cal.App.4th 110, 132.)

27 Estoppel is an equitable doctrine, and its application is discretionary, even when all  
28 necessary elements are present. (*MW Erectors, supra*, 36 Cal.4th at 422; *Aguilar v. Lerner*  
(2004) 32 Cal.4th 974, 986 [rejecting estoppel].) It should be “applied with caution to avoid

1 impinging on the truth-seeking function of the court” or producing “harsh consequences.”  
2 (*Jogani, supra*, 141 Cal.App.4th at 175; *Minish v. Hanuman Fellowship* (2013) 214 Cal.App.4th  
3 437, 449.) “It is an extraordinary remedy to be invoked when a party’s inconsistent behavior  
4 will otherwise result in a miscarriage of justice.” (*Filtzer v. Ernst* (2022) 79 Cal.App.5th 579,  
5 588; *Gottlieb, supra*, 141 Cal.App.4th at 131.) “Preventing injustice and furthering notions of  
6 fairness are entrenched equitable principles that need to be taken into account whenever  
7 fashioning a remedy in the nature of estoppel. . . . The challenge is to fashion a remedy that does  
8 not do inequity by punishing the innocent.” (*Jogani, supra*, 141 Cal.App.4th at 184.) “The  
9 doctrine should be applied with caution and limited to egregious circumstances.” (*Id.* at 170;  
10 *Gottlieb, supra*, 141 Cal.App.4th at 132.)

11 **B. The Authority Does Not—and Cannot—Show Estoppel Should Apply Here.**

12 The Opposition fails to discuss, much less to establish, the five elements necessary to  
13 apply estoppel against the District.<sup>2</sup> (See *Prilliman v. United Air Lines, Inc.* (1997) 53  
14 Cal.App.4th 935, 963 [party asserting estoppel bears the burden to show it applies].)

15 **(1) The District has Not Taken Two Totally Inconsistent Positions Here.**

16 To apply estoppel, the seemingly conflicting positions must be clearly inconsistent or “so  
17 irreconcilable that . . . ‘one necessarily excludes the other.’” (*Bell v. Wells Fargo Bank* (1998)  
18 62 Cal.App.4th 1382, 1387; e.g., *Zedner v. United States* (2006) 547 U.S. 489, 505-506 [finding  
19 two positions taken were not “clearly inconsistent”]; *Aguilar, supra*, 32 Cal.4th at 987 [finding  
20 two positions taken were not “totally inconsistent”].)

21 Here, the Authority fails to show, as it must, that the District’s positions in this case are  
22 so “totally inconsistent” that one necessarily precludes the other.

23 First, the Authority mischaracterizes the District’s initial position in this case. The two  
24 alleged positions: (a) supporting the GSP; and (b) contesting the GSP. But, the District never  
25 supported the GSP in this case. The District’s answer either admitted the FAP’s allegations,

26 \_\_\_\_\_  
27 <sup>2</sup> The Opposition does not specify which form of estoppel it seeks to apply or the applicable elements, but appears to  
28 be relying on judicial estoppel, and not collateral or equitable estoppel. (See generally *Jackson v. County of Los Angeles* (1997) 60 Cal.App.4th 171, 182-183 [discussing and comparing the three doctrines of estoppel].)

1 asserted no answer was required in response to a legal conclusion, responded that a referenced  
2 document speaks for itself, or denied allegations for lack of sufficient information. None of the  
3 responses constitutes support for the Authority’s position or indicates the District aligned itself  
4 with the Authority. In fact, the District never stated its support for the Authority, the GSP, or the  
5 implementing actions—the District merely did not affirmatively contest them since Searles had.

6           Moreover, as discussed in the Motion, as early as May 7, 2021, the District indicated in  
7 this case that it aligned more with Searles than the Authority. And, as early as February 16,  
8 2021, the District signaled its position in opposition to the Authority’s actions, paying the  
9 replenishment fee under protest. (Motion, p. 6, § 4.B(2); Evertz Decl. ISO Motion, ¶ 12,  
10 Exh. 12.) Indeed, the District has made each replenishment fee payment under protest.

11           Second, the District has not taken totally inconsistent positions in this case. Admitting  
12 allegations of the FAP now that the District previously denied based on lack of sufficient  
13 information are not so irreconcilable that one necessarily precludes the other.

14           Finally, the District’s vote via its representative on the Authority’s Board to approve the  
15 GSP as one member of that Board in January 2020 does not—and cannot—bind the District’s  
16 own current Board. (See *City of Marina v. County of Monterey* (2023) 97 Cal.App.5th 17, 33  
17 [“A joint powers authority is separate an independent from its members.” (citing Gov. Code,  
18 § 6507);].) The California Supreme Court has confirmed that no agency’s governing body may,  
19 by resolution or ordinance, divest itself or its successors of the power to enact later resolutions or  
20 ordinances. (E.g., *Cal. Redev. Assn. v. Matosantos* (2011) 53 Cal.4th 231, 255 [“What the  
21 Legislature has enacted, it may repeal.”]; *City & County of San Francisco v. Cooper* (1975) 13  
22 Cal.3d 898, 929 [confirming an agency’s governing board cannot bar itself or successors from  
23 adopting later resolutions altering earlier policies].) Newly elected representatives regularly  
24 reverse predecessors’ policies. And, even if the composition of the District’s governing board  
25 had not changed since the GSP vote (it has), elected representatives may change their minds and  
26 positions, especially in light of new information. (See *Rose v. County of San Benito* (2022) 77  
27 Cal.App.5th 688, 713 [recognizing a principal function of a legislative body is to make laws  
28 establishing governmental policies that “are inherently subject to revision and repeal”]; *Clark v.*

1 *Patterson* (1977) 68 Cal.App.3d 329, 334 [“common sense dictates” that legislative bodies,  
2 “acting as representatives of the people, must have the ability to undo what they have done”].)

3 (2) **The District Never Successfully Asserted the First Position it**  
4 **Allegedly Took.**

5 “The factor of success—whether the court in the earlier litigation adopted or accepted the  
6 prior position as true—is of particular importance.” (*Jogani, supra*, 141 Cal.App.4th at 170-  
7 171.) The United States Supreme Court has recognized, “Absent success in a prior proceeding, a  
8 party’s later inconsistent position introduces no ‘risk of inconsistent court determinations,’ . . .  
9 and thus poses little threat to judicial integrity.” (*Id.* at 171 [quoting *New Hampshire v. Maine*  
10 (2001) 532 U.S. 742, 750-751]; e.g., *Zedner, supra*, 547 U.S. at 503-506 [holding judicial  
11 estoppel did not apply where the party to be estopped had not successfully asserted his prior  
12 position, notwithstanding that other factors might have supported application].) If a party’s  
13 initial position was never accepted by the court, it is difficult to see how a later change manifests  
14 an intent to blow hot and cold at different stages. (*Jogani, supra*, 141 Cal.App.4th at 171.)  
15 Therefore, “the mere assertion of inconsistent positions is not sufficient to invoke estoppel;  
16 rather, there must be some indication that the court in the earlier proceeding accepted that party’s  
17 position as true.” (*Id.* at 179-180.)

18 Success is defined in terms of “whether the party has succeeded in persuading a court to  
19 accept that party’s earlier position, so that judicial acceptance of an inconsistent position in a  
20 later proceeding would create ‘the perception that either the first or the second court was  
21 misled.’” (*Minish, supra*, 214 Cal.App.4th at 453.) Here, the Opposition fails to explain or even  
22 show how any of the District’s alleged positions in this case have been adopted or accepted by  
23 the Court. The District merely filed an answer to the FAP. Other than the current Motion, the  
24 only other document the District has filed in a law and motion matter was its Non-Opposition  
25 and Non-Joinder to Searles’ Motion for Preliminary Injunction. (Evertz Decl. ISO Motion, ¶ 12,  
26 Exh. 12.) The Court never acted on Searles’ motion, Searles having withdrawn it before the  
27 hearing. Nonetheless, the District’s position there was to seek the same relief provided to  
28 Searles as against the Authority—i.e., relief from the replenishment fee. (*Ibid.*) Even if the  
District had been successful in that position, it is consistent with its current position.

1           **C. No Egregious Circumstances Justify Applying Estoppel Against the District,**  
2           **and Applying Estoppel would Produce a Harsh Result.**

3           Even when all necessary elements of estoppel are satisfied, it “is an extraordinary remedy  
4 that should be applied with caution.” (*MW Erectors, supra*, 36 Cal.4th at 422 [rejecting estoppel  
5 for public policy reasons]; *Abatti, supra*, 52 Cal.App.5th at 307-308 [rejecting estoppel because  
6 party asserting estoppel failed to show other party had taken entirely inconsistent positions].) As  
7 such, it “is invoked only after a very high threshold is cleared” and “is limited to egregious  
8 circumstances.” (*Filtzer, supra*, 79 Cal.App.5th at 588 [reasoning “this is not the kind of  
9 egregious case where judicial estoppel should be applied”]; *Bell, supra*, 62 Cal.App.4th at 1387  
10 [rejecting estoppel because court unable to find two positions so irreconcilable].)

11           Here, this case is not the kind of egregious case where estoppel should be applied. The  
12 District merely wants to assume Searles’ lead role in contesting the GSP now that Searles and the  
13 Authority have settled. The District seeks to do so in the interest of its ratepayers, who have paid  
14 \$15 million in replenishment fees to the Authority, all based on the invalid GSP.

15           **5. LEAVE TO AMEND IS APPROPRIATE HERE.**

16           **A. The District Substantially Complied with the Requirements to Amend.**

17           The District:

- 18           • Included a copy of the proposed amended answer, serially numbered (Exh. 13);  
19           • Summarized the allegations it proposes to amend (Motion, p. 6); and  
20           • Submitted a supporting declaration indicating (i) the effect of the amendment;  
21           (ii) why the amendment is necessary and proper; (iii) when the facts giving rise to  
22           the amended allegations were discovered; and (iv) the reasons why the request for  
23           amendment was not made earlier. (Evertz Decl. ISO Motion, ¶¶ 13, 14.)

24           A redline is attached to this Reply to indicate by page, paragraph, and line numbers  
25 where the amended allegations are located.

26           **B. A Key Fact Differentiates the District from Searles as to Prior Rulings.**

27           The Opposition correctly notes this Court held the Pay First Rule barred Searles from  
28 challenging the replenishment fee as Searles never paid the fee. By contrast, the District has  
timely paid each replenishment fee installment—\$15 million dollars’ worth—under protest.

1 (Evertz Decl. ISO Motion, ¶ 12, Exh. 12.)

2 **6. THE AUTHORITY’S OPPOSITION WAS UNTIMELY.**

3 The Authority failed to timely serve its Opposition to the District’s Motion. The District  
4 filed its Motion on September 18, 2025—44 court days before the November 21, 2025 hearing—  
5 giving the Authority ample time to prepare an opposition. Any opposition to the Motion was due  
6 November 7, 2025—nine court days before the hearing date. (Code Civ. Proc., § 1005(b).) The  
7 Authority’s Opposition, served on November 10, 2025 at 7:40 p.m., was untimely.

8

9 DATED: November 14, 2025 MURPHY & EVERTZ LLP

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11

By: /s/ Douglas J. Evertz

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Douglas J. Evertz

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Emily L. Madueno

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Attorneys for Respondent and Defendant

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INDIAN WELLS VALLEY WATER DISTRICT

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19 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
20 FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

21 MOJAVE PISTACHIOS, LLC, a California  
22 limited liability company; et al.,

23 Petitioners and Plaintiffs,

24 v.

25 INDIAN WELLS VALLEY  
26 GROUNDWATER AUTHORITY, a  
27 California joint powers authority; et al.,

28 Respondents and Defendants.

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.  
[EX104CX101](#)

**FIRST AMENDED ANSWER OF  
INTERESTED PERSON INDIAN  
WELLS VALLEY WATER DISTRICT  
TO PETITIONER AND PLAINTIFF  
SEARLES VALLEY MINERALS INC.'S  
FIRST AMENDED PETITION FOR  
WRIT OF MANDATE AND  
COMPLAINT FOR DECLARATORY  
AND INJUNCTIVE RELIEF; AND**

**FIRST AMENDED ANSWER OF INTERESTED PERSON INDIAN WELLS VALLEY WATER DISTRICT  
TO SEARLES VALLEY MINERALS INC.'S FIRST AMENDED PETITION ~~FOR WRIT OF MANDATE~~ AND  
COMPLAINT**

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AND CONSOLIDATED CASE AND RELATED CASES.

**TAKINGS CLAIMS UNDER THE CALIFORNIA CONSTITUTION**

**RELATED TO ROA 220, 610**

*[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

Trial Date: ~~None Set~~

Writ Hearing: February 4, 2026

1 Respondent and Defendant, INDIAN WELLS VALLEY WATER DISTRICT (“District”),  
2 alleges that it is interested in the matters referred to in the First Amended Petition for Writ of  
3 Mandate and Complaint for Declaratory and Injunctive Relief, and Takings Claims under the  
4 California Constitution filed August 25, 2021 (“Complaint”) by Petitioner and Plaintiff Searles  
5 Valley Minerals Inc. (“SVM”) and in answer thereto, admits, denies, and alleges as follows:

6 **Introduction**

7 1. Answering Paragraph 1 of the Complaint, District has insufficient information or  
8 belief to enable it to form an answer to the allegations of Paragraph 1 of the Complaint and, basing  
9 its denial on that fact, denies, both generally and specifically, each and every allegation of  
10 Paragraph 1 of the Complaint. District further responds that Paragraph 1 asserts legal conclusions  
11 and no answer is required.

12 2. Answering Paragraph 2 of the Complaint, District has insufficient information or  
13 belief to enable it to form an answer to the allegations of Paragraph 2 of the Complaint and, basing  
14 its denial on that fact, denies, both generally and specifically, each and every allegation of  
15 Paragraph 2 of the Complaint. The exceptions are:

16 a. District admits that SVM is located in the town of Trona, County of San  
17 Bernardino.

18 3. Answering Paragraph 3 of the Complaint, District has insufficient information or  
19 belief to enable it to form an answer to the allegations of Paragraph 3 of the Complaint and, basing  
20 its denial on that fact, denies, both generally and specifically, each and every allegation of  
21 Paragraph 3 of the Complaint. The exceptions are:

22 a. District admits Searles Domestic Water Company provides water for  
23 domestic use.

24 4. Answering Paragraph 4 of the Complaint, District has insufficient information or  
25 belief to enable it to form an answer to the allegations of Paragraph 4 of the Complaint and, basing  
26 its denial on that fact, denies, both generally and specifically, each and every allegation of  
27 Paragraph 4 of the Complaint.



**Parties**

10. Answering Paragraph 10 of the Complaint, District has insufficient information or belief to enable it to form an answer to the allegations of Paragraph 10 of the Complaint and, basing its denial on that fact, denies, both generally and specifically, each and every allegation of Paragraph 10 of the Complaint. District further responds that Paragraph 10 asserts legal conclusions and no answer is required. The exceptions are:

- a. District admits that SVM is located in the town of Trona, County of San Bernardino.

11. Answering Paragraph 11 of the Complaint, District admits the allegations in Paragraph 11.

12. Answering Paragraph 12 of the Complaint, District admits the allegations in Paragraph 12.

13. Answering Paragraph 13 of the Complaint, District responds that Paragraph 13 asserts legal conclusions and no answer is required. The exceptions are:

- a. District admits that the ~~Indian Wells Valley Groundwater Authority~~ (“IWVGA”) is governed by the IWVGA Board of Directors (“Board”).
- b. District admits that the governing body of each General Member of the IWVGA Board appoints a director to serve on the Board.

14. Answering Paragraph 14 of the Complaint, District responds that Paragraph 14 asserts legal conclusions and no answer is required. The exceptions are:

- a. District admits that the IWVGA adopted Resolution No. 01-20 – Adoption of the Groundwater Sustainability Plan for the Indian Wells Valley Groundwater Basin (~~“Basin”~~) on January 16, 2020.
- b. District admits that the IWVGA adopted Ordinance No. 03-20 – Establishment of a Basin Replenishment Fee on August 21, 2020.
- c. District admits that it is an “interested person” in the validity of the IWVGA’s ~~Groundwater Sustainability Plan (“GSP”)-GSP.~~

1 15. Answering Paragraph 15 of the Complaint, District has insufficient information or  
2 belief to enable it to form an answer to the allegations of Paragraph 15 of the Complaint and,  
3 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
4 Paragraph 15 of the Complaint. District further responds that Paragraph 15 asserts legal  
5 conclusions and no answer is required.

6 **Exhaustion of Administrative Remedies**

7 16. Answering Paragraph 16 of the Complaint, District responds that Paragraph 16  
8 asserts legal conclusions and no answer is required. The exceptions are:

- 9 a. District admits that SVM submitted multiple oral and written comments to  
10 the IWVGA on the IWVGA's GSP and related actions.
- 11 b. District admits that the IWVGA adopted Resolution No. 01-20 – Adoption  
12 of the Groundwater Sustainability Plan for the Indian Wells Valley  
13 Groundwater Basin on January 16, 2020.
- 14 c. District admits that the IWVGA adopted Resolution No. 06-20 – Adopting  
15 a Report on the Indian Wells Valley Groundwater Basin's Sustainable Yield  
16 of 7,650 Acre-Feet on July 16, 2020.
- 17 d. District admits that the IWVGA adopted Ordinance No. 02-20 – Amending  
18 Ordinance No. 02-18 Establishing Groundwater Extraction Fees and the  
19 Rules, Regulations and Procedures for their Imposition on July 16, 2020  
20 increasing the fee from \$30 to \$105 for each AF of groundwater extracted  
21 from the Basin.
- 22 e. District admits that the IWVGA adopted Ordinance No. 5-20 – Amending  
23 Ordinance No. 02-18 Establishing Groundwater Extraction Fees and the  
24 Rules, Regulations and Procedures for their Imposition on December 17,  
25 2020.
- 26 f. District submitted several detailed written comment letters to the IWVGA,  
27 and participated orally at the IWVGA's public meetings prior to its adoption

1 of a Basin GSP, Sustainable Yield Report, Engineer's Report, and  
2 Extraction Fee.

3 g. District has paid the Replenishment Fee under protest since the IWGVA  
4 imposed the fee on the District.

5 17. Answering Paragraph 17 of the Complaint, District has insufficient information or  
6 belief to enable it to form an answer to the allegations of Paragraph 17 of the Complaint and,  
7 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
8 Paragraph 17 of the Complaint. The exceptions are:

9 a. District admits that SVM participated on two advisory committees of the  
10 IWVGA, namely the Policy Advisory Committee ("PAC") and the  
11 Technical Advisory Committee ("TAC").

12 b. District admits that SVM submitted multiple oral and written comments to  
13 the IWVGA on the IWVGA's GSP and related actions.

14 c. District admits that the IWVGA adopted Resolution No. 01-20 – Adoption  
15 of the Groundwater Sustainability Plan for the Indian Wells Valley  
16 Groundwater Basin on January 16, 2020.

17 d. District participated on two advisory committees of the IWVGA, namely  
18 the PAC and the TAC.

19 e. District submitted multiple oral and written comments to the IWVGA on  
20 the IWVGA's GSP and related actions.

21 18. Answering Paragraph 18 of the Complaint, District responds that Paragraph 18  
22 asserts legal conclusions and no answer is required.

23 **General Allegations**

24 19. Answering Paragraph 19 of the Complaint, District admits the allegations in  
25 Paragraph 19.

26 20. Answering Paragraph 20 of the Complaint, District admits the allegations in  
27 Paragraph 20.



1           26.     Answering Paragraph 26 of the Complaint, District responds that Paragraph 26  
2 asserts legal conclusions and no answer is required.

3           27.     Answering Paragraph 27 of the Complaint, District has insufficient information or  
4 belief to enable it to form an answer to the allegations of Paragraph 27 of the Complaint and,  
5 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
6 Paragraph 27 of the Complaint. District further responds that Paragraph 27 asserts legal  
7 conclusions and no answer is required.

8           28.     Answering Paragraph 28 of the Complaint, District has insufficient information or  
9 belief to enable it to form an answer to the allegations of Paragraph 28 of the Complaint and,  
10 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
11 Paragraph 28 of the Complaint. District further responds that Paragraph 28 asserts legal  
12 conclusions and no answer is required.

13          29.     Answering Paragraph 29 of the Complaint, District has insufficient information or  
14 belief to enable it to form an answer to the allegations of Paragraph 29 of the Complaint and,  
15 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
16 Paragraph 29 of the Complaint. District further responds that Paragraph 29 asserts legal  
17 conclusions and no answer is required.

18          30.     Answering Paragraph 30 of the Complaint, District has insufficient information or  
19 belief to enable it to form an answer to the allegations of Paragraph 30 of the Complaint and,  
20 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
21 Paragraph 30 of the Complaint. District further responds that Paragraph 30 asserts legal  
22 conclusions and no answer is required. The exceptions are:

23               a.     District admits that it was formed on January 24, 1955.

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1           31.     Answering Paragraph 31 of the Complaint, District has insufficient information or  
2 belief to enable it to form an answer to the allegations of Paragraph 31 of the Complaint and,  
3 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
4 Paragraph 31 of the Complaint. The exceptions are:

5                 a.     District admits SVM delivers Basin water to Searles Domestic Water  
6                         Company.

7           32.     Answering Paragraph 32 of the Complaint, District has insufficient information or  
8 belief to enable it to form an answer to the allegations of Paragraph 32 of the Complaint and,  
9 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
10 Paragraph 32 of the Complaint. District further responds that Paragraph 32 asserts legal  
11 conclusions and no answer is required.

12           33.     Answering Paragraph 33 of the Complaint, District admits the allegations in  
13 Paragraph 33.

14           34.     Answering Paragraph 34 of the Complaint, District ~~responds that Paragraph 34~~  
15 ~~asserts legal conclusions and no answer is required. The exceptions are:~~admits the allegations in  
16 Paragraph 34.

17                 a.     ~~District admits that the use of water for domestic purposes is the highest use~~  
18                         ~~of water pursuant California Water Code section 106.~~

19                 b.     ~~District admits that the comprehensive groundwater legislation collectively~~  
20                         ~~enacted and referred to as the “Sustainable Groundwater Management Act”~~  
21                         ~~(“SGMA”) initially became effective on January 1, 2015.~~

22                 e.     ~~District admits that the IWVGA adopted Resolution No. 01-20—Adoption~~  
23                         ~~of the Groundwater Sustainability Plan for the Indian Wells Valley~~  
24                         ~~Groundwater Basin on January 16, 2020. The GSP speaks for itself.~~

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1 35. Answering Paragraph 35 of the Complaint, District ~~responds that admits the~~  
2 ~~allegations in~~ Paragraph 35 ~~asserts legal conclusions and no answer is required.~~

3 36. Answering Paragraph 36 of the Complaint, District ~~responds that admits the~~  
4 ~~allegations in~~ Paragraph 36 ~~asserts legal conclusions and no answer is required. The exceptions~~  
5 ~~are:~~

6 a. ~~District admits that the IWVGA adopted Resolution No. 01-20 – Adoption~~  
7 ~~of the Groundwater Sustainability Plan for the Indian Wells Valley~~  
8 ~~Groundwater Basin on January 16, 2020. The GSP speaks for itself.~~

9 37. Answering Paragraph 37 of the Complaint, District has insufficient information or  
10 belief to enable it to form an answer to the allegations of Paragraph 37 of the Complaint and,  
11 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
12 Paragraph 37 of the Complaint. The exceptions are:

13 a. District admits that the IWVGA adopted Resolution No. 01-20 – Adoption  
14 of the Groundwater Sustainability Plan for the Indian Wells Valley  
15 Groundwater Basin on January 16, 2020. The GSP speaks for itself.

16 38. Answering Paragraph 38 of the Complaint, District has insufficient information or  
17 belief to enable it to form an answer to the allegations of Paragraph 38 of the Complaint and,  
18 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
19 Paragraph 38 of the Complaint. District further responds that Paragraph 38 asserts legal  
20 conclusions and no answer is required. The exceptions are:

21 a. District admits that the IWVGA adopted Resolution No. 01-20 – Adoption  
22 of the Groundwater Sustainability Plan for the Indian Wells Valley  
23 Groundwater Basin on January 16, 2020. The GSP speaks for itself.

24 b. District admits that SVM provided the IWVGA with documentation in  
25 support of its claimed rights to Basin groundwater.

26 ~~c. District admits that the IWVGA engaged in unauthorized groundwater right~~  
27 ~~priority determinations.~~

1 d. District admits that the IWVGA’s GSP concludes that “NAWS China Lake  
2 groundwater production is considered of highest beneficial use” and that  
3 “the majority, if not all, of the estimated sustainable yield of 7,650 could be  
4 held as a federal right.”

5 e. District admits that the IWVGA’s GSP allocated almost all of the  
6 groundwater to the United States Navy Air Weapons Station China Lake  
7 (“Weapons Station”).

8 39. Answering Paragraph 39 of the Complaint, District responds that Paragraph 39  
9 asserts legal conclusions and no answer is required. The exceptions are:

10 a. District admits that the IWVGA adopted Resolution No. 01-20 – Adoption  
11 of the Groundwater Sustainability Plan for the Indian Wells Valley  
12 Groundwater Basin on January 16, 2020. The GSP speaks for itself.

13 b. District admits that the IWVGA further failed to meet its SGMA obligations  
14 and engaged in unauthorized and erroneous interpretation of water law by  
15 stating in the GSP that “the City [of Ridgecrest] and Kern County overlying  
16 groundwater production rights are superior to all other overlying rights  
17 because public entity rights may not be prescribed against.”

18 40. Answering Paragraph 40 of the Complaint, District has insufficient information or  
19 belief to enable it to form an answer to the allegations of Paragraph 40 of the Complaint and,  
20 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
21 Paragraph 40 of the Complaint. District further responds that Paragraph 40 asserts legal  
22 conclusions and no answer is required.

23 41. Answering Paragraph 41 of the Complaint, District has insufficient information or  
24 belief to enable it to form an answer to the allegations of Paragraph 41 of the Complaint and,  
25 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
26 Paragraph 41 of the Complaint. District further responds that Paragraph 41 asserts legal  
27 conclusions and no answer is required. The exceptions are:

1 a. District admits that the IWVGA adopted Resolution No. 01-20 – Adoption  
2 of the Groundwater Sustainability Plan for the Indian Wells Valley  
3 Groundwater Basin on January 16, 2020. The GSP speaks for itself.

4 42. Answering Paragraph 42 of the Complaint, District responds that Paragraph 42  
5 asserts legal conclusions and no answer is required.

6 43. Answering Paragraph 43 of the Complaint, District has insufficient information or  
7 belief to enable it to form an answer to the allegations of Paragraph 43 of the Complaint and,  
8 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
9 Paragraph 43 of the Complaint. District further responds that Paragraph 43 asserts legal  
10 conclusions and no answer is required. The exceptions are:

11 a. District admits that the IWVGA adopted Resolution No. 01-20 – Adoption  
12 of the Groundwater Sustainability Plan for the Indian Wells Valley  
13 Groundwater Basin on January 16, 2020. The GSP speaks for itself.

14 44. Answering Paragraph 44 of the Complaint, District ~~responds that Paragraph 44~~  
15 ~~asserts legal conclusions and no answer is required. The exceptions are:~~ admits the allegations in  
16 Paragraph 44.

17 a. ~~District admits the IWVGA approved the Joint Exercise of Powers~~  
18 ~~Agreement Creating the IWVGA. The Joint Exercise of Powers Agreement~~  
19 ~~speaks for itself.~~

20 45. Answering Paragraph 45 of the Complaint, District ~~responds that~~ admits the  
21 allegations in Paragraph 45 ~~asserts legal conclusions and no answer is required. The exceptions~~  
22 ~~are:~~

23 a. ~~District admits that the IWVGA adopted Bylaws of the Indian Wells Valley~~  
24 ~~Groundwater Authority which are periodically updated. The Bylaws speak~~  
25 ~~for themselves.~~

26 46. Answering Paragraph 46 of the Complaint, District ~~responds that~~ admits the  
27 allegations in Paragraph 46 ~~asserts legal conclusions and no answer is required.~~

1           47.     Answering Paragraph 47 of the Complaint, District ~~responds that admits the~~  
2 ~~allegations in~~ Paragraph 47 ~~asserts legal conclusions and no answer is required. The exceptions~~  
3 ~~are:~~

4           a.     ~~District admits that the City of Ridgecrest, County of Inyo, County of Kern,~~  
5                 ~~County of San Bernardino, and District are General Members of the~~  
6                 ~~IWVGA.~~

7           b.     ~~District admits the IWVGA approved the Joint Exercise of Powers~~  
8                 ~~Agreement Creating the IWVGA. The Joint Exercise of Powers Agreement~~  
9                 ~~speaks for itself.~~

10          48.     Answering Paragraph 48 of the Complaint, District ~~responds that admits the~~  
11 ~~allegations in~~ Paragraph 48 ~~asserts legal conclusions and no answer is required.~~

12          49.     Answering Paragraph 49 of the Complaint, District responds that Paragraph 49  
13 asserts legal conclusions and no answer is required.

14          50.     Answering Paragraph 50 of the Complaint, District ~~has insufficient information or~~  
15 ~~belief to enable it to form an answer to the allegations of Paragraph 50 of the Complaint and,~~  
16 ~~basing its denial on that fact, denies, both generally and specifically, each and every allegation of~~  
17 ~~Paragraph 50 of the Complaint admits the allegations in Paragraph 50.~~

18          51.     Answering Paragraph 51 of the Complaint, District ~~responds that admits the~~  
19 ~~allegations in~~ Paragraph 51 ~~asserts legal conclusions and no answer is required.~~

20          52.     Answering Paragraph 52 of the Complaint, District ~~responds that admits the~~  
21 ~~allegations in~~ Paragraph 52 ~~asserts legal conclusions and no answer is required.~~

22          53.     Answering Paragraph 53 of the Complaint, District ~~responds that admits the~~  
23 ~~allegations in~~ Paragraph 53 ~~asserts legal conclusions and no answer is required.~~

24          54.     Answering Paragraph 54 of the Complaint, District ~~responds that admits the~~  
25 ~~allegations in~~ Paragraph 54 ~~asserts legal conclusions and no answer is required. The exceptions~~  
26 ~~are:~~

1 a. ~~District admits that the IWVGA adopted Resolution No. 05-20—Adoption~~  
2 ~~of Report on Transient Pool and Flowing Program on August 21, 2020.~~  
3 ~~The Resolution speaks for itself.~~

4 b. ~~District admits that the IWVGA adopted Resolution No. 01-20—Adoption~~  
5 ~~of the Groundwater Sustainability Plan for the Indian Wells Valley~~  
6 ~~Groundwater Basin on January 16, 2020. The GSP speaks for itself.~~

7 55. Answering Paragraph 55 of the Complaint, District has insufficient information or  
8 belief to enable it to form an answer to the allegations of Paragraph 55 of the Complaint and,  
9 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
10 Paragraph 55. District further responds that Paragraph 55 asserts legal conclusions and no answer  
11 is required. The exceptions are:

12 a. The District is informed and believes and on that basis admits that the  
13 IWVGA, while developing and finalizing the GSP, had already  
14 predetermined that most, if not all, of the Basin’s alleged sustainable yield  
15 is to be allocated to Weapons Station.

16 56. Answering Paragraph 56 of the Complaint, District ~~responds that admits the~~  
17 ~~allegations in~~ Paragraph 56 ~~asserts legal conclusions and no answer is required.~~ The exceptions  
18 are:

19 a. ~~District admits that the IWVGA adopted Resolution No. 01-20—Adoption~~  
20 ~~of the Groundwater Sustainability Plan for the Indian Wells Valley~~  
21 ~~Groundwater Basin on January 16, 2020. The GSP speaks for itself.~~

22 57. Answering Paragraph 57 of the Complaint, District ~~responds that admits the~~  
23 ~~allegations in~~ Paragraph 57 ~~asserts legal conclusions and no answer is required.~~ The exceptions  
24 are:

25 a. ~~District admits that the IWVGA adopted Resolution No. 01-20—Adoption~~  
26 ~~of the Groundwater Sustainability Plan for the Indian Wells Valley~~  
27 ~~Groundwater Basin on January 16, 2020. The GSP speaks for itself.~~

1 58. Answering Paragraph 58 of the Complaint, District ~~responds that admits the~~  
2 ~~allegations in~~ Paragraph 58 ~~asserts legal conclusions and no answer is required. The exceptions~~  
3 ~~are:~~

4 a. ~~— District admits that the IWVGA adopted Resolution No. 01-20— Adoption~~  
5 ~~of the Groundwater Sustainability Plan for the Indian Wells Valley~~  
6 ~~Groundwater Basin on January 16, 2020. The GSP speaks for itself.~~

7 59. Answering Paragraph 59 of the Complaint, District ~~responds that admits the~~  
8 ~~allegations in~~ Paragraph 59 ~~asserts legal conclusions and no answer is required. The exceptions~~  
9 ~~are:~~

10 a. ~~— District admits that the draft Sustainable Yield Report was included in the~~  
11 ~~meeting package for the IWVGA Board meeting on June 18, 2020. The~~  
12 ~~draft Sustainable Yield Report speaks for itself.~~

13 b. ~~— District admits that the IWVGA adopted Resolution No. 06-20— Adopting~~  
14 ~~a Report on the Indian Wells Valley Groundwater Basin’s Sustainable Yield~~  
15 ~~of 7,650 Acre-Feet on July 16, 2020. The Resolution speaks for itself.~~

16 60. Answering Paragraph 60 of the Complaint, District has insufficient information or  
17 belief to enable it to form an answer to the allegations of Paragraph 60 of the Complaint and,  
18 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
19 Paragraph 60 of the Complaint. The exceptions are:

20 a. District admits that SVM submitted multiple oral and written comments to  
21 the IWVGA on the IWVGA’s GSP and related actions.

22 b. District submitted a letter with written comments prior to the IWVGA’s  
23 adoption of the Sustainable Yield Report outlining concerns.

24 61. Answering Paragraph 61 of the Complaint, District ~~has insufficient information or~~  
25 ~~belief to enable it to form an answer to admits~~ the allegations ~~of in~~ Paragraph 61 ~~of the Complaint~~  
26 ~~and, basing its denial on that fact, denies, both generally and specifically, each and every allegation~~  
27 ~~of Paragraph 61 of the Complaint.~~

1           62.     Answering Paragraph 62 of the Complaint, District admits ~~that a staff report~~  
2 ~~accompanied the Sustainable Yield Report and the IWVGA adopted Resolution No. 06-20 –~~  
3 ~~Adopting a Report on the Indian Wells Valley Groundwater Basin’s Sustainable Yield of 7,650~~  
4 ~~Aere Feet on July 16, 2020. District further responds that the staff report, Sustainable Yield~~  
5 ~~Report, and Resolution speak for themselves~~the allegations in Paragraph 62.

6           63.     Answering Paragraph 63 of the Complaint, District responds that Paragraph 63  
7 asserts legal conclusions and no answer is required. The exceptions are:

8                 a.     The District admits that the IWVGA continued to take the position that  
9                 Weapons Station is entitled to nearly all the Basin’s sustainable yield.

10                b.     The District admits that the IWVGA’s position is not supported by the facts.

11           64.     Answering Paragraph 64 of the Complaint, District ~~has insufficient information or~~  
12 ~~belief to enable it to form an answer to~~admits the allegations ~~of~~in Paragraph 64 ~~of the Complaint~~  
13 ~~and, basing its denial on that fact, denies, both generally and specifically, each and every allegation~~  
14 ~~of Paragraph 64 of the Complaint. District further responds that Paragraph 64 asserts legal~~  
15 ~~conclusions and no answer is required.~~

16           65.     Answering Paragraph 65 of the Complaint, District responds that Paragraph 65  
17 asserts legal conclusions and no answer is required.

18           66.     Answering Paragraph 66 of the Complaint, District responds that Paragraph 66  
19 asserts legal conclusions and no answer is required.

20           67.     Answering Paragraph 67 of the Complaint, District responds that Paragraph 67  
21 asserts legal conclusions and no answer is required.

22           68.     Answering Paragraph 68 of the Complaint, District responds that Paragraph 68  
23 asserts legal conclusions and no answer is required.

24           69.     Answering Paragraph 69 of the Complaint, District ~~responds that Paragraph 69~~  
25 ~~asserts legal conclusions and no answer is required. The exceptions are:~~admits the allegations in  
26 Paragraph 69.

1 a. — District admits that the IWVGA released a data package to the public and  
2 adopted Ordinance No. 02-20 — Amending Ordinance No. 02-18  
3 Establishing Groundwater Extraction Fees and the Rules, Regulations and  
4 Procedures for their Imposition on July 16, 2020 increasing the fee from  
5 \$30 to \$105 for each AF of groundwater extracted from the Basin. The data  
6 package and Ordinance speak for themselves.

7 70. Answering Paragraph 70 of the Complaint, District ~~responds that admits the~~  
8 ~~allegations in~~ Paragraph 70 ~~asserts legal conclusions and no answer is required.~~

9 71. Answering Paragraph 71 of the Complaint, District ~~responds that admits the~~  
10 ~~allegations in~~ Paragraph 71 ~~asserts legal conclusions and no answer is required.~~

11 72. Answering Paragraph 72 of the Complaint, District ~~responds that admits the~~  
12 ~~allegations in~~ Paragraph 72 ~~asserts legal conclusions and no answer is required.~~

13 73. Answering Paragraph 73 of the Complaint, District ~~responds that admits the~~  
14 ~~allegations in~~ Paragraph 73 ~~asserts legal conclusions and no answer is required.~~

15 74. Answering Paragraph 74 of the Complaint, District ~~responds that admits the~~  
16 ~~allegations in~~ Paragraph 74 ~~asserts legal conclusions and no answer is required.~~ The exceptions  
17 are:

18 a. — District admits that the IWVGA adopted Ordinance No. 02-20 — Amending  
19 Ordinance No. 02-18 Establishing Groundwater Extraction Fees and the  
20 Rules, Regulations and Procedures for their Imposition on July 16, 2020.  
21 The Ordinance speaks for itself.

22 75. Answering Paragraph 75 of the Complaint, District ~~has insufficient information or~~  
23 ~~belief to enable it to form an answer to admits~~ the allegations ~~of in~~ Paragraph 75 ~~of the Complaint~~  
24 ~~and, basing its denial on that fact, denies, both generally and specifically, each and every allegation~~  
25 ~~of Paragraph 75 of the Complaint.~~ District further responds that Paragraph 75 ~~asserts legal~~  
26 ~~conclusions and no answer is required.~~



1 83. Answering Paragraph 83 of the Complaint, District ~~responds that admits the~~  
2 ~~allegations in~~ Paragraph 83 ~~asserts legal conclusions and no answer is required.~~

3 84. Answering Paragraph 84 of the Complaint, District ~~has insufficient information or~~  
4 ~~belief to enable it to form an answer to admits~~ the allegations ~~of in~~ Paragraph 84 ~~of the Complaint~~  
5 ~~and, basing its denial on that fact, denies, both generally and specifically, each and every allegation~~  
6 ~~of Paragraph 84 of the Complaint. District further responds that Paragraph 84 asserts legal~~  
7 ~~conclusions and no answer is required.~~

8 85. Answering Paragraph 85 of the Complaint, District ~~responds that admits the~~  
9 ~~allegations in~~ Paragraph 85 ~~asserts legal conclusions and no answer is required.~~

10 86. Answering Paragraph 86 of the Complaint, District ~~responds that admits the~~  
11 ~~allegations in~~ Paragraph 86 ~~asserts legal conclusions and no answer is required.~~

12 87. Answering Paragraph 87 of the Complaint, District ~~responds that admits the~~  
13 ~~allegations in~~ Paragraph 87 ~~asserts legal conclusions and no answer is required.~~

14 88. Answering Paragraph 88 of the Complaint, District responds that Paragraph 88  
15 asserts legal conclusions and no answer is required. The exceptions are:

16 a. The District admits that by exempting the Weapons Station, select mutual  
17 water companies, de minimis pumpers, and others, the IWVGA is forcing  
18 the District and others to subsidize the cost of groundwater management  
19 activities attributable to the exempted groundwater users.

20 b. The District admits that the subsidy violates Prop 218, article XIII D,  
21 Section 6, subdivision (b) of the California Constitution.

22 89. Answering Paragraph 89 of the Complaint, District ~~responds that admits the~~  
23 ~~allegations in~~ Paragraph 89 ~~asserts legal conclusions and no answer is required.~~

24 90. Answering Paragraph 90 of the Complaint, District responds that Paragraph 90  
25 asserts legal conclusions and no answer is required. The exceptions are:

26 a. The District admits that the IWVGA proceeded to adopt the Replenishment  
27 Fee, without disclosing the actual number of protest letters received.

1 91. Answering Paragraph 91 of the Complaint, District ~~responds that admits the~~  
2 ~~allegations in~~ Paragraph 91 ~~asserts legal conclusions and no answer is required.~~

3 **First Cause of Action**

4 92. District hereby realleges and incorporates herein by reference Paragraphs 1 through  
5 91 above, as if fully set forth herein.

6 93. Answering Paragraph 93 of the Complaint, District responds that Paragraph 93  
7 asserts legal conclusions and no answer is required. The exceptions are:

8 a. The District admits that the IWVGA engaged in misinterpretation and  
9 erroneous application of law.

10 b. The District admits that the IWVGA abused its discretion with respect to  
11 determining groundwater right priorities in the course of preparing and  
12 adopting the GSP.

13 c. The District admits that the IWVGA's decisions and actions alleged herein  
14 are arbitrary, capricious, and lack proper evidentiary support.

15 94. Answering Paragraph 94 of the Complaint, District ~~has insufficient information or~~  
16 ~~belief to enable it to form an answer to admits~~ the allegations ~~of in~~ Paragraph 94 ~~of the Complaint~~  
17 ~~and, basing its denial on that fact, denies, both generally and specifically, each and every allegation~~  
18 ~~of Paragraph 94 of the Complaint. The exceptions are:~~

19 ~~a. District admits that SVM and others submitted multiple oral and written~~  
20 ~~comments to the IWVGA on the IWVGA's GSP and related actions.~~

21 ~~b. District admits that the IWVGA adopted Resolution No. 01-20 Adoption~~  
22 ~~of the Groundwater Sustainability Plan for the Indian Wells Valley~~  
23 ~~Groundwater Basin on January 16, 2020. The GSP speaks for itself.~~

24 95. Answering Paragraph 95 of the Complaint, District ~~has insufficient information or~~  
25 ~~belief to enable it to form an answer to admits~~ the allegations ~~of in~~ Paragraph 95 ~~of the Complaint~~  
26 ~~and, basing its denial on that fact, denies, both generally and specifically, each and every allegation~~  
27 ~~of Paragraph 95 of the Complaint. The exceptions are:~~

1 a. ~~District admits that SVM and others submitted multiple oral and written~~  
2 ~~comments to the IWVGA on the IWVGA's GSP and related actions.~~

3 b. ~~District admits that the IWVGA adopted Resolution No. 06-20 Adopting~~  
4 ~~a Report on the Indian Wells Valley Groundwater Basin's Sustainable Yield~~  
5 ~~of 7,650 Acre-Feet on July 16, 2020. The Resolution, Sustainable Yield~~  
6 ~~Report, and Engineer's Report speak for themselves.~~

7 96. Answering Paragraph 96 of the Complaint, District ~~responds that admits the~~  
8 ~~allegations in~~ Paragraph 96 ~~asserts legal conclusions and no answer is required.~~

9 97. Answering Paragraph 97 of the Complaint, District ~~responds that admits the~~  
10 ~~allegations in~~ Paragraph 97 ~~asserts legal conclusions and no answer is required.~~

11 98. Answering Paragraph 98 of the Complaint, District ~~responds that admits the~~  
12 ~~allegations in~~ Paragraph 98 ~~asserts legal conclusions and no answer is required.~~

13 99. Answering Paragraph 99 of the Complaint, District ~~responds that admits the~~  
14 ~~allegations in~~ Paragraph 99 ~~asserts legal conclusions and no answer is required.~~

15 100. Answering Paragraph 100 of the Complaint, District ~~responds that admits the~~  
16 ~~allegations in~~ Paragraph 100 ~~asserts legal conclusions and no answer is required.~~

17 101. Answering Paragraph 101 of the Complaint, District ~~responds that admits the~~  
18 ~~allegations in~~ Paragraph 101 ~~asserts legal conclusions and no answer is required.~~

19 102. Answering Paragraph 102 of the Complaint, District ~~responds that admits the~~  
20 ~~allegations in~~ Paragraph 102 ~~asserts legal conclusions and no answer is required.~~

21 103. Answering Paragraph 103 of the Complaint, District ~~responds that admits the~~  
22 ~~allegations in~~ Paragraph 103 ~~asserts legal conclusions and no answer is required.~~

23 104. Answering Paragraph 104 of the Complaint, District ~~responds that admits the~~  
24 ~~allegations in~~ Paragraph 104 ~~asserts legal conclusions and no answer is required.~~

25 105. Answering Paragraph 105 of the Complaint, District ~~responds that admits the~~  
26 ~~allegations in~~ Paragraph 105 ~~asserts legal conclusions and no answer is required.~~

1 106. Answering Paragraph 106 of the Complaint, District ~~responds that admits the~~  
2 ~~allegations in~~ Paragraph 106 ~~asserts legal conclusions and no answer is required.~~

3 107. Answering Paragraph 107 of the Complaint, District ~~responds that admits the~~  
4 ~~allegations in~~ Paragraph 107 ~~asserts legal conclusions and no answer is required.~~

5 108. Answering Paragraph 108 of the Complaint, District ~~responds that admits the~~  
6 ~~allegations in~~ Paragraph 108 ~~asserts legal conclusions and no answer is required.~~

7 **Second Cause of Action**

8 109. District hereby realleges and incorporates herein by reference Paragraphs 1 through  
9 108 above, as if fully set forth herein.

10 110. Answering Paragraph 110 of the Complaint, District responds that a motion to  
11 strike Paragraph 110 has been granted and no answer is required.

12 111. Answering Paragraph 111 of the Complaint, District responds that a motion to  
13 strike Paragraph 111 has been granted and no answer is required.

14 112. Answering Paragraph 112 of the Complaint, District responds that a motion to  
15 strike Paragraph 112 has been granted and no answer is required.

16 113. Answering Paragraph 113 of the Complaint, District responds that a motion to  
17 strike Paragraph 113 has been granted and no answer is required.

18 114. Answering Paragraph 114 of the Complaint, District responds that Paragraph 114  
19 asserts legal conclusions and no answer is required.

20 **Third Cause of Action**

21 115. District hereby realleges and incorporates herein by reference Paragraphs 1 through  
22 114 above, as if fully set forth herein.

23 116. Answering Paragraph 116 of the Complaint, District responds that Paragraph 116  
24 asserts legal conclusions and no answer is required.

25 117. Answering Paragraph 117 of the Complaint, District responds that Paragraph 117  
26 asserts legal conclusions and no answer is required.

1 118. Answering Paragraph 118 of the Complaint, District responds that Paragraph 118  
2 asserts legal conclusions and no answer is required.

3 119. Answering Paragraph 119 of the Complaint, District responds that Paragraph 119  
4 asserts legal conclusions and no answer is required.

5 120. Answering Paragraph 120 of the Complaint, District responds that Paragraph 120  
6 asserts legal conclusions and no answer is required.

7 121. Answering Paragraph 121 of the Complaint, District has insufficient information  
8 or belief to enable it to form an answer to the allegations of Paragraph 121 of the Complaint and,  
9 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
10 Paragraph 121 of the Complaint. District further responds that Paragraph 121 asserts legal  
11 conclusions and no answer is required.

12 122. Answering Paragraph 122 of the Complaint, District responds that Paragraph 122  
13 asserts legal conclusions and no answer is required.

14 **Fourth Cause of Action**

15 123. District hereby realleges and incorporates herein by reference Paragraphs 1 through  
16 122 above, as if fully set forth herein.

17 124. Answering Paragraph 124 of the Complaint, District responds that Paragraph 124  
18 asserts legal conclusions and no answer is required.

19 125. Answering Paragraph 125 of the Complaint, District has insufficient information  
20 or belief to enable it to form an answer to the allegations of Paragraph 125 of the Complaint and,  
21 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
22 Paragraph 125 of the Complaint. District further responds that Paragraph 125 asserts legal  
23 conclusions and no answer is required.

24 126. Answering Paragraph 126 of the Complaint, District has insufficient information  
25 or belief to enable it to form an answer to the allegations of Paragraph 126 of the Complaint and,  
26 basing its denial on that fact, denies, both generally and specifically, each and every allegation of  
27

1 Paragraph 126 of the Complaint. District further responds that Paragraph 126 asserts legal  
2 conclusions and no answer is required.

3 127. Answering Paragraph 127 of the Complaint, District responds that Paragraph 127  
4 asserts legal conclusions and no answer is required.

5 **Fifth Cause of Action**

6 128. Answering Paragraph 128 of the Complaint, District responds that a demurrer to  
7 the Fifth Cause of Action, including Paragraph 128, has been sustained without leave to amend  
8 and no answer is required.

9 129. Answering Paragraph 129 of the Complaint, District responds that a demurrer to  
10 the Fifth Cause of Action, including Paragraph 129, has been sustained without leave to amend  
11 and no answer is required.

12 130. Answering Paragraph 130 of the Complaint, District responds that a demurrer to  
13 the Fifth Cause of Action, including Paragraph 130, has been sustained without leave to amend  
14 and no answer is required.

15 131. Answering Paragraph 131 of the Complaint, District responds that a demurrer to  
16 the Fifth Cause of Action, including Paragraph 131, has been sustained without leave to amend  
17 and no answer is required.

18 **AFFIRMATIVE DEFENSES**

19 District hereby alleges the following affirmative defenses as set forth below, each as a  
20 further, separate, and distinct defense to the Complaint and to each and every alleged cause of  
21 action in the Complaint.

22 **FIRST DEFENSE**

23 **(Failure to State Facts Sufficient to Constitute a Cause of Action)**

24 The Complaint and each purported cause of action alleged therein, is barred, in whole or  
25 in part, for failure to state facts sufficient to constitute a cause of action.

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**SECOND DEFENSE**

**(Failure to Join Necessary and Indispensable Parties)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, pursuant to Code of Civil Procedure section 389 on the grounds of failure to join necessary and indispensable parties.

**THIRD DEFENSE**

**(Consent)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, because the purported breaches and/or purported wrongful acts or omissions of District were done with the consent of SVM.

**FOURTH DEFENSE**

**(Waiver)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, by the doctrine of waiver.

**FIFTH DEFENSE**

**(Estoppel)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, by the doctrine of equitable estoppel.

**SIXTH DEFENSE**

**(Justification, Privilege, Good Faith, and Excuse)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, because any actions taken by District were done to protect its legitimate interests, were justified, privileged, and excused, were done in good faith, necessary under the circumstances, and did not proximately cause any loss to SVM.

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**SEVENTH DEFENSE**

**(Failure to Name Known Parties)**

The Complaint and each purported cause of action alleged therein is barred, in whole or in part, pursuant to Code of Civil Procedure sections 762.010 and 762.060(b) on the grounds of failure to name all known parties and unknown parties with an interest.

**EIGHTH DEFENSE**

**(Statutes of Limitation)**

The Complaint, and each purported cause of action alleged therein, is barred, in whole or in part, by the applicable statutes of limitation, including Code of Civil Procedure sections 318, 319, 337, 337.1, 337.17, 338, 339, 339.5, 340, 343, 344 and/or Government Code section 12654.

**NINTH DEFENSE**

**(Laches)**

The Complaint, and each purported cause of action alleged therein, is barred, in whole or in part, by the doctrine of laches.

**TENTH DEFENSE**

**(Lack of Jurisdiction)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, as the Court lacks jurisdiction as a result of SVM's failure to join necessary and indispensable parties.

**ELEVENTH DEFENSE**

**(Defect or Misjoinder of Parties)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, because there is a defect (nonjoinder) and/or misjoinder of parties as SVM has, among other things, failed to name necessary and/or indispensable parties.

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**TWELFTH DEFENSE**

**(Uncertainty/Unenforceability)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, because the Complaint is uncertain as to the groundwater basin conditions which SVM seeks to support a physical solution.

**THIRTEENTH DEFENSE**

**(No Loss of Economic Benefit)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, because SVM has not suffered the loss of any economic benefit, advantage, or relationship as the result of any alleged actions by District.

**FOURTEENTH DEFENSE**

**(Unreasonable Use of Water)**

The Complaint, and each purported cause of action alleged therein, is barred, in whole or in part, because SVM's use was and is unreasonable and not a beneficial use of water under Article X, Section 2 of the California Constitution.

**FIFTEENTH DEFENSE**

**(No Damages/Failure to Mitigate Damages)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, because SVM has not suffered any damages caused by District's actions or omissions, and/or has failed and neglected to mitigate their damages, if there were any, and to the extent of such failure to mitigate, any damages awarded to SVM under the Complaint should be reduced accordingly.

**SIXTEENTH DEFENSE**

**(Unjust Enrichment)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, because SVM would be unjustly enriched if allowed to recover the relief requested in the Complaint, in whole or in part.

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**SEVENTEENTH DEFENSE**

**(Admissions)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, by admissions of SVM and/or its predecessors-in-interest, including the agents and/or officers thereof.

**EIGHTEENTH DEFENSE**

**(Reliance)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, because District reasonably relied on the representations, acts, omissions, or other conduct of SVM and/or its predecessors-in-interest, including the agents and/or officers thereof, with respect to the alleged unlawful acts that are the subject of the Complaint.

**NINETEENTH DEFENSE**

**(Public Policy)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, as a matter of public policy of the State of California.

**TWENTIETH DEFENSE**

**(Assumption of the Risk)**

The Complaint and each purported cause of action alleged therein, is barred, in whole or in part, because SVM voluntarily assumed the risk of damages, if any.

**TWENTY-FIRST DEFENSE**

**(Municipal Priority)**

District extracts groundwater and uses that water to serve domestic water needs of members of the public and, therefore, pursuant to Water Code sections 106 and 106.5, other applicable law, and equity, District's right to extract and use groundwater is superior to or at least equal to SVM's alleged rights.

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**TWENTY-SECOND DEFENSE**

**(Prior Appropriative Rights)**

District extracts groundwater to serve the needs of members of the public for reasonable and beneficial uses. To the extent the Court determines that the areas from which District pumps groundwater contain surplus water, District has acquired a prior and appropriative right to groundwater that is superior to or at least equal to SVM’s alleged rights.

**TWENTY-THIRD DEFENSE**

**(Loss of Rights Due to Nonuse or Prescription)**

District alleges that SVM’s alleged water rights have been lost through nonuse and/or prescription. For many years, District has produced and distributed groundwater for reasonable and beneficial uses. District’s production of groundwater has been done under a claim of right in an actual, open, and notorious manner, adverse or hostile to any rights of SVM, and has continued for a period of more than five consecutive years during which overdraft conditions existed where District has pumped groundwater. By reason of District’s production of groundwater, District has acquired a prescriptive right to groundwater superior to or at least equal in priority to SVM’s alleged rights.

**TWENTY-FOURTH DEFENSE**

**(Incomplete Physical Solution)**

The Complaint seeks relief that cannot be granted as sought, in that the Complaint seeks an incomplete physical solution that does not address all necessary technical, hydrologic, hydrogeologic, and other Basin conditions, water rights, and other necessary elements of a practical, equitable, and defensible physical solution.

**TWENTY-FIFTH DEFENSE**

**(Reservation of Defenses)**

District has insufficient knowledge or information upon which to form a belief as to whether it may have additional, as yet unstated, separate affirmative defenses available, particularly in light of the general, non-specific allegations of the Complaint. Accordingly, District

1 reserves its right to assert additional separate affirmative defenses in the event discovery indicates  
2 they would be appropriate.

3 **PRAYER**

4 1. As to the First Cause of Action:

- 5 a. That SVM's request and prayer for relief be granted;  
6 b. That the Court declare the GSP, the Sustainable Yield Report, Engineer's  
7 Report, and Extraction Fee, and each of them, violate applicable law,  
8 including the Water Code and CEQA;  
9 c. That the Court declare the GSP is unlawful and invalid;  
10 d. That the Court issue a writ of mandate or peremptory writ to compel the  
11 IWVGA to (i) rescind, remove, and vacate its adoption of the GSP, the  
12 Sustainable Yield Report, the Engineer's Report, and Extraction Fee; and  
13 (ii) for IWVGA to perform its legal duty to manage the Basin consistent  
14 with the law and refrain from making groundwater rights priority  
15 determinations;  
16 e. That the Court enter judgment declaring any conclusions, analysis,  
17 references, proposed projects, and management actions contained in the  
18 GSP, the Sustainable Yield Report, and the Engineer's Report are based on  
19 the IWVGA's unauthorized, erroneous, and inadequate interpretation of  
20 water law and water right priorities to be null and void;  
21 f. That the Court grant relief under Code of Civil Procedure section 526a; and  
22 g. That the Court grant any and all other relief in favor of District that it deems  
23 fair, just, equitable, or otherwise proper.

24 2. As to the remaining causes of action:

- 25 a. That the Complaint be dismissed in its entirety and SVM take nothing by  
26 way of its Complaint;  
27 b. That SVM's request and prayer for relief be denied; and  
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c. That the Court grant any and all other relief in favor of District that it deems fair, just, equitable, or otherwise proper.

DATED: ~~January 5, 2023~~ ~~September~~ MURPHY & EVERTZ LLP  
15, 2025

By: \_\_\_\_\_  
Douglas J. Evertz  
Emily L. Madueno  
Attorneys for Respondent and Defendant  
INDIAN WELLS VALLEY WATER DISTRICT

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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 November 14, 2025, I served true copies of the following document(s) described as **REPLY OF INDIAN WELLS VALLEY WATER DISTRICT IN SUPPORT OF MOTION FOR ORDER CONFIRMING “INTERESTED PARTY” STATUS, OR, IN THE ALTERNATIVE, GRANTING LEAVE TO AMEND ANSWER** 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@murphyvertz.com](mailto:aconstant@murphyvertz.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](http://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 **November 14, 2025**, at Costa Mesa, California.



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Alexandra Constant

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**SERVICE LIST**

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