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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF KERN

10
11 MOJAVE PISTACHIOS, LLC, JOHN
THOMAS CONAWAY, an individual,
12 JOHN THOMAS CONAWAY TRUST,
JOHN THOMAS CONAWAY LIVING
13 TRUST U/D/T AUGUST 7, 2008, NUGENT
FAMILY TRUST, and SIERRA SHADOWS
14 RANCH LP,

15 Plaintiffs,

16 v.

17 INDIAN WELLS VALLEY WATER
DISTRICT, SEARLES VALLEY MINERAL
18 INC., MEADOWBROOK DAIRY, and All
Persons Unknown, Claiming Any Legal Or
19 Equitable Right, Title, Estate, Lien, Or
Interest In The Property Adverse To Plaintiff's
20 Title, Or Any Cloud On Plaintiff's Title To
The Property, and DOES 1 through 20,
21 Inclusive

22 Defendants.

Case No.

**VERIFIED COMPLAINT FOR QUIET
TITLE, DECLARATORY RELIEF AND
INJUNCTION IMPOSING A PHYSICAL
SOLUTION: NOT GENERAL
ADJUDICATION**

(Code Civ. Proc. §§ 387(A) & (B), 526,
833(b)(1)-(3), 1060, 760.020, 761.020.)

23
24 Plaintiffs, Mojave Pistachios, LLC, Nugent Family Trust, John Thomas Conaway, John
25 Thomas Conaway Trust, John Thomas Conaway Living Trust u/d/t August 7, 2008, and Sierra
26 Shadows Ranch LP (collectively "Plaintiffs") allege as follows:

27 **I. INTRODUCTION**

28 1. California Constitution Article X, section 2 declares "the general welfare requires

1 that the water resources of the State be put to beneficial use to the fullest extent of which they are
2 capable.” Groundwater is an important water supply source for businesses, individuals, and
3 public agencies that overlie or extract water from the Indian Wells Valley Groundwater Basin
4 (“Basin”). The protection, conservation and efficient use of groundwater is vitally important to
5 the health, safety, and welfare of the region. Plaintiffs bring this Complaint to impose a “physical
6 solution” among the named parties to preserve and protect the Basin’s water supply and water
7 quality, the investment-backed expectations of agriculture, and the economy that is dependent
8 upon that supply. So long as there is a case or controversy among the parties this Court has the
9 power and the Constitutional duty to impose a “physical solution” if one is presented. (*City of*
10 *Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 288; *see City of Lodi v. East Bay Mun. Dist.*
11 (1936) 7 Cal.2d 316, 341). Plaintiffs do not seek a comprehensive adjudication of all rights to
12 groundwater as defined by Code of Civil Procedure § 832(c) and instead seek specified relief
13 expressly exempted therefrom as provided in Code of Civil Procedure § 833(b)(1)-(3) and
14 pursuant to the principles set forth in *Tulare Irrigation District v. Lindsay-Strathmore Irrigation*
15 *District* (1935) 3 Cal.2d 489 and its progeny. Consequently, a precise quantification of individual
16 rights among the parties is not sought or required in this instance but may be addressed by the
17 Court in the future under its continuing jurisdiction. (*City of Santa Maria*, 211 Cal.App.4th at
18 298.)

19 **II. JURISDICTION AND VENUE**

20 2. This Court has jurisdiction over this action pursuant to Code of Civil Procedure §§
21 526 and 1060.

22 3. Venue is proper in this Court because the lands, water rights, and other real
23 property that are the subject of this action are principally located within the County of Kern.

24 **III. PARTIES**

25 4. Plaintiff Mojave Pistachios, LLC (“Mojave”) owns and controls land, as described
26 in Exhibit A, that in its entirety overlies portions of the Basin within the County of Kern. Mojave
27 pumps groundwater from the Basin for the irrigation of agriculture on its overlying land, one of
28 the highest and best uses of water in the State (Water Code § 106) using reasonably efficient

1 water irrigation practices that conform to the local custom and habit of similarly situated users
2 (Water Code § 100.5).

3 5. John Thomas Conaway (“John Conaway”) owns and controls land, as described in
4 Exhibit A, that in its entirety overlies portions of the Basin within the County of Kern. John
5 Conaway pumps groundwater from the Basin for the irrigation of agriculture on its overlying land
6 under reasonably efficient irrigation practices that conform to the local custom and habit of
7 similarly situated users (Water Code § 100.5).

8 6. John Thomas Conaway Trust (“Conaway Trust”) owns and controls land, as
9 described in Exhibit A, that in its entirety overlies portions of the Basin within the County of
10 Kern. The Conaway Trust pumps groundwater from the Basin for the irrigation of agriculture
11 and residential purposes on its overlying land under reasonably efficient irrigation practices that
12 conform to the local custom and habit of similarly situated users (Water Code § 100.5).

13 7. John Thomas Conaway Living Trust (“Conaway Living Trust”) owns and controls
14 land, as described in Exhibit A, that in its entirety overlies portions of the Basin within the
15 County of Kern. The Conaway Living Trust pumps groundwater from the Basin for the irrigation
16 of agriculture on its overlying land under reasonably efficient irrigation practices that conform to
17 the local custom and habit of similarly situated users (Water Code § 100.5).

18 8. Sierra Shadows Ranch LP (“Sierra”) owns and controls land, as described in
19 Exhibit A, that in its entirety overlies portions of the Basin within the County of Kern. Sierra
20 pumps groundwater from the Basin for the irrigation of agriculture on its overlying land under
21 reasonably efficient irrigation practices that conform to the local custom and habit of similarly
22 situated users (Water Code § 100.5).

23 9. Nugent Family Trust (“Nugent Trust”) owns and controls land, as described in
24 Exhibit A, that in its entirety overlies portions of the Basin within the County of Kern. The
25 Nugent Trust pumps groundwater from the Basin for the irrigation of agriculture on its overlying
26 land under reasonably efficient irrigation practices that conform to the local custom and habit of
27 similarly situated users (Water Code § 100.5).

28 10. Defendant Indian Wells Valley Water District (“IWVWD”) is a County Water

1 District formed pursuant to Water Code § 30000 *et seq.* on January 24, 1955 by the consolidation
2 of several small water companies serving domestic water users in the general area of the City of
3 Ridgecrest. The name was changed from Ridgecrest County Water District to IWVWD on
4 January 19, 1970 to reflect that its service area extended beyond the City of Ridgecrest. IWVWD
5 appropriates groundwater from the Basin and delivers it for use on land within its service area
6 that overlies portions of the Basin within the County of Kern.

7 11. Defendant Searles Valley Minerals Inc. (“SVM”) has appropriated groundwater
8 from the Basin and exports the water more than twenty miles for use at its industrial mining
9 operations and as a source of water supply for the community of Trona in Searles Valley, located
10 in the County of San Bernardino County. SVM has appropriated water for industrial purposes for
11 decades. In 2007, SVM was acquired by Nirma Ltd. and its owner is now one of the largest soda
12 ash manufacturers in the world. SVM is a significant employer, with employees that reside in
13 Kern and San Bernardino Counties.

14 12. Defendant Meadowbrook Dairy (“Meadowbrook”) owns and controls land that
15 overlies portions of the Basin. Meadowbrook pumps groundwater from the Basin for the
16 irrigation of agriculture on its overlying land, one of the highest and best uses of water in the
17 State. (Water Code § 106.)

18 13. Each of the defendants identified as DOES 1 through 20, inclusive, may claim
19 some right, title or interest to the Basin and/or its water, and such claim is, or may be, adverse to
20 Plaintiffs’ claims or rights. Plaintiffs are unaware of the true names and identities of DOES 1
21 through 20, and therefore sues by such fictitious names, and may amend this pleading to reflect
22 their true identities and capacities once ascertained.

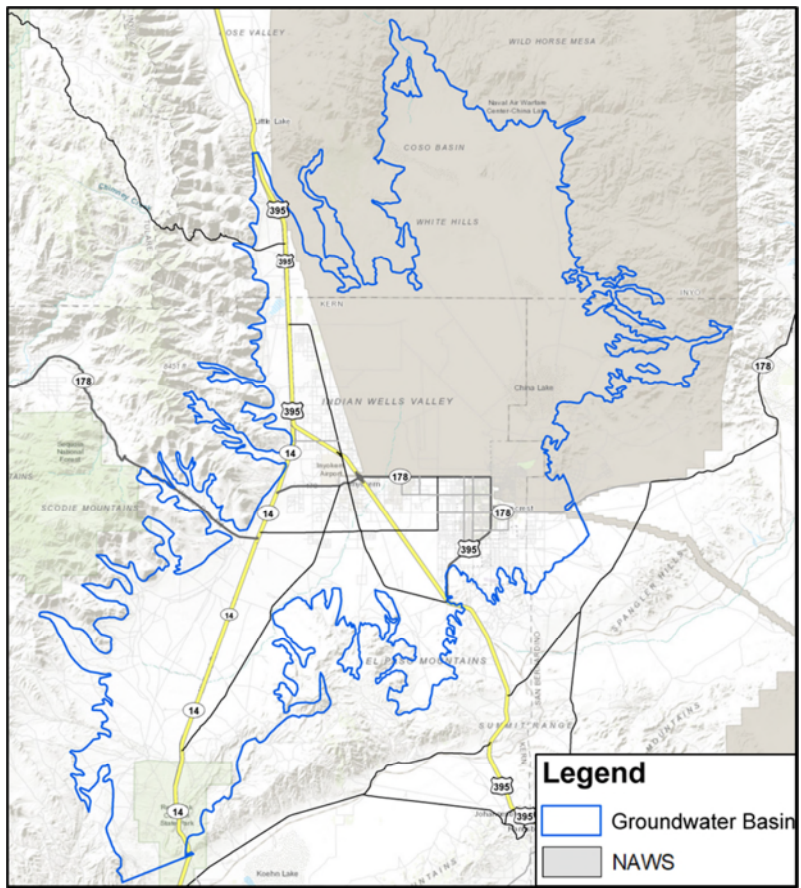
23 **IV. GENERAL ALLEGATIONS**

24 **A. Geographic Setting**

25 14. The Indian Wells Valley is one of a series of valleys (or basins) on the eastern
26 flank of the Sierra Nevada Mountains that include Rose Valley immediately to the north and
27 Owens Valley further north. Indian Wells Valley is separated from Rose Valley by volcanic
28 rocks of the Coso Range (see **Figure 1**). Salt Wells Valley and Searles Valley are located east of

1 Indian Wells Valley, and Fremont Valley is located to the south. Indian Wells Valley is separated
2 from Searles Valley by the Argus Range and Spangler Hills, and from Fremont Valley by the
3 Summit Range and El Paso Hills.

4 15. The Basin is approximately 597 square miles (382,000 acres) in area and, for the
5 most part, is a closed, internally drained basin bounded by mountain ranges on all sides. Surface
6 elevations in the Indian Wells Valley range from 2,150 to 2,400 feet above mean sea level
7 (AMSL). Elevations in the surrounding mountain ranges steeply rise, from 4,500 to 8,000 feet.



23 **Figure 1: Indian Wells Valley**

24 **B. Hydrologic Setting**

25 16. Precipitation that falls on the adjacent mountain ranges as snow or rain, flows into
26 Indian Wells Valley during storm events or as accumulated snow melts in the spring. The
27 majority of this surface water inflow to Indian Wells Valley is from the Sierra Nevada via the
28 various creeks that drain the eastern flank of the mountains. Many of these creeks have sufficient

1 ephemeral flows or flows at springs along their course to maintain riparian habitat along sections
2 of their reach.

3 17. Most surface flows that reach the Indian Wells Valley floor rapidly percolate into
4 the alluvial sediments. However, during larger storm events, surface flows can reach China Lake
5 playa, located in the east central portion of Indian Wells Valley. China Lake is an ephemeral
6 desert playa. Evaporation from the playa is the primary natural discharge point for surface water
7 and groundwater in Indian Wells Valley. This evaporation leads to the accumulation of salts in
8 near-surface soils and saline groundwater beneath the playa with total dissolved solids (TDS)
9 concentrations in excess of 10,000 milligrams per liter (mg/L) or parts per million (ppm).

10 C. **Hydrogeologic Setting**

11 18. Indian Wells Valley is a closed, groundwater basin (#6-54), as described in
12 *Bulletin 118: California's Ground Water* (California Department of Water Resources, 2016).
13 Groundwater in the Basin is present in three main hydro-stratigraphic units (HSUs):

- 14 • A shallow, generally brackish (TDS between 1,000 and 10,000 ppm), aquifer
15 perched above fine-grained sediments in the east-central portion of the Basin,
16 ranging in saturated thickness from zero to 130 feet (referred to in TetraTech
17 [2003] as the Shallow Hydrogeologic Zone [SHZ]).
- 18 • An unconfined to semi-confined, Basin-wide aquifer above deeper, lacustrine
19 deposits, ranging in saturated thickness from 300 to 600 feet, and with TDS
20 concentrations ranging from <500 ppm (south, west, and central Indian Wells
21 Valley) to over 1,000 ppm (north and east Indian Wells Valley) (referred to in
22 TetraTech [2003] as the Intermediate Hydrogeologic Zone [IHZ]).
- 23 • A confined, Basin-wide aquifer beneath the overlying lacustrine deposits ranging
24 in saturated thickness from 300 feet (north and east) to over 3,000 feet (south,
25 west, and central), and with TDS concentrations ranging from <500 ppm (southern
26 half of Indian Wells Valley) to over 1,000 ppm (northern half of Indian Wells
27
28

1 Valley) (referred to in TetraTech [2003] as the Deep Hydrogeologic Zone [DHZ]).

2 **D. Groundwater Conditions**

3 **D.1 Groundwater Pumping**

4 19. As of 2018, approximately 932 groundwater wells had been installed in the Indian
5 Wells Valley. The majority of the wells are located south of the Naval Air Weapons Station
6 (“NAWS”), between the City of Ridgecrest and community of Inyokern, or along the Brown
7 Road/Highway 395 corridor in the northwest part of the Indian Wells Valley. The wells are
8 concentrated in more developed areas and areas where agricultural activity is occurring (ECORP,
9 2012).

10 20. Groundwater pumping in the Indian Wells Valley began in the late 1800s for
11 agricultural and domestic (i.e., single home, private wells) purposes, and increased in the early
12 1900s as agriculture in Indian Wells Valley and mineral recovery operations in Searles Valley
13 expanded. Only after 1943, with construction of NAWS and development of the City of
14 Ridgecrest did military and municipal use begin. Prior to 1943, groundwater production was in
15 the range of a few thousand acre-feet per year (AFY). According to pumping data collected by
16 IWVWD, as of 2016, approximately 28,500 AFY of groundwater is pumped from the Indian
17 Wells Valley.

18 **D.2 Groundwater Levels**

19 21. Groundwater levels in the Ridgecrest and Intermediate Pumping Areas are
20 declining at a rate of 1.0 to 1.5 feet per year. The greatest volume of groundwater is extracted
21 from the IWVWD Southwest Well Field, which has been determined to contain a significant
22 quantity of high-quality groundwater.

23 22. Groundwater production from the Indian Wells Valley has ranged primarily
24 between about 20,000 AFY to approximately 28,000 AFY over the past 40 years, with peaks in
25 early to mid-1980s.

26 23. Current depth to groundwater varies throughout the Basin. In the northeast, east,
27 and southern parts of the Indian Wells Valley, groundwater is less than 100 feet below ground
28 surface (bgs). In the vicinity of China Lake, the groundwater is close to or at the surface. In the

1 northwestern and central part of the Basin, including most of the western half of NAWS, the
2 depth to groundwater varies from approximately 100 to 200 feet bgs. In the area south of NAWS,
3 including the City of Ridgecrest and community of Inyokern, the Intermediate Pumping Area
4 (generally including the area south of NAWS, east of Victor Street, and north of Ridgecrest
5 Boulevard), and the Southwest Pumping Area, the depth to groundwater ranges from 200 to 400
6 feet bgs (KCWA, 2014).

7 **E. Groundwater in Storage**

8 24. The Indian Wells Valley is a geologic basin that has been infilled with up to 6,500-
9 feet of unconsolidated sediments. These sediments contain groundwater under perched,
10 unconfined to semi-confined, and confined conditions. The total groundwater contained within
11 these sediments is referred to as groundwater storage or groundwater-in-storage. This
12 groundwater storage has accumulated over thousands to tens of thousands of years and represents
13 a “groundwater savings account”. The rate of annual recharge (input) to this storage can be
14 viewed as the annual “water income” to the Basin; whereas, the pumping of groundwater from
15 the Basin (output) can be viewed as the annual “water expenses”. Groundwater storage within
16 the Basin can be drawn upon to meet current needs, so long as this loss of storage is considered
17 reasonable under the facts and circumstances of the case. Failing to put groundwater that is
18 presently within storage to reasonable beneficial use for the benefit of people, industry and the
19 general economy of the region is unreasonable and wasteful if the resulting change in storage will
20 not cause significant and unreasonable adverse impacts (undesirable results).

21 25. The total volume of groundwater storage can be quantified by ascertaining the
22 total volume of the aquifer, including the sediment grains and water in the pore space, and the
23 percentage of that volume that contains available groundwater – referred to as the specific yield
24 or effective porosity.

25 26. The volume of groundwater in storage is equal to the volume of the sediments in
26 the Basin and multiplied by the specific yield. The quantification can be accomplished for the
27 Basin as a whole using an average value of specific yield or for various hydro-stratigraphic units
28 (HSUs) with differing values of specific yield. Both of these methods can and have been used by

1 Plaintiffs, Defendants and others to estimate the volume of groundwater in storage in the Basin.

2 27. Plaintiffs are informed and believe, and on that basis allege, that total groundwater
3 in storage (all depths and all quality) is between 67 and 94 million AF. The estimated total
4 quantity of currently usable groundwater (<1,000 ppm TDS) in storage in the Basin is between
5 seven (7) to nine (9) million AF of fresh groundwater in the first 200 feet of saturated soil.
6 Beyond the currently usable groundwater, deeper groundwater and groundwater of poorer quality
7 could be put to beneficial use within the Basin.

8 **F. Future Storage of Water in the Basin**

9 28. The Legislature has declared that the policy of this state is to “encourage
10 conjunctive use of surface and groundwater” (Water Code § 1011.5) and that conjunctive use is
11 facilitated by the use of available aquifer storage capacity.

12 29. Plaintiffs are informed and believe, and on that basis allege, that storage capacity
13 exists in the Basin because over the past 44 years, capacity has been created by groundwater
14 withdrawals dewatering storage without causing significant and unreasonable impacts
15 (undesirable results) in the Basin.

16 30. Plaintiffs are informed and believe, and on that basis allege, that groundwater is
17 presently found at a depth between 100 and 400 feet bgs and that this unsaturated soil (vadose
18 zone) is available to store water imported from distant sources or developed locally (e.g.,
19 enhanced recharge at percolation basins).

20 31. The use of the available storage capacity in the Basin to maximize the reasonable
21 and beneficial use of water and avoid waste is consistent with the directives of Article X, section
22 2 of the California Constitution. (*See City of San Fernando v. City of Los Angeles* (1975) 14
23 Cal.3d 199.)

24 **G. Total Safe/Sustainable Yield**

25 32. The California Supreme Court has declared that “safe yield” is the maximum
26 amount of groundwater that can be withdrawn from a groundwater basin without causing
27 undesirable results, after the withdrawal of any temporary surplus. (*City of Los Angeles v. City of*
28 *San Fernando* (1975) 14 Cal.3d 199.) The California Legislature similarly defined “sustainable

1 yield”:

2 ““Sustainable yield”” means the maximum quantity of water, calculated over a
3 base period representative of long-term conditions in the basin and including any
4 temporary surplus, that can be withdrawn annually from a groundwater supply
5 without causing undesirable results.” (Water Code § 10721(w).)

6 33. Plaintiffs are informed and believe, and on that basis allege, that Safe Yield and
7 Sustainable Yield have the same general meaning and that undesirable results include all of the
8 following:

- 9 • chronic lowering of groundwater levels
- 10 • significant and unreasonable loss of groundwater storage
- 11 • significant and unreasonable land subsidence
- 12 • significant and unreasonable water quality degradation
- 13 • significant and unreasonable seawater intrusion
- 14 • surface water depletions that result in significant and unreasonable impacts to
15 groundwater-dependent ecosystem

16 34. Plaintiffs are informed and believe, and on that basis allege, that no undesirable
17 results have been identified that are attributable to the historical groundwater production.

18 35. Plaintiffs are informed and believe, and on that basis allege, that the total recharge
19 to the Basin has been estimated by various researchers over the past 30 years with estimates that
20 range from a low of 6,000 AFY to as high as 39,000 AFY (USGS, 2018).

21 36. Plaintiffs are informed and believe, and on that basis allege, that the average
22 annual groundwater pumping over the past 44 years has been approximately 26,000 AFY and
23 groundwater levels in the center of the Basin, distant from Plaintiffs’ properties, have been
24 declining between 0.5 and 1.5 feet/year.

25 37. Over the past ten years, even with continued increasing pumping at Plaintiffs
26 properties and a persistence of drought conditions in California, groundwater levels beneath and
27 in the vicinity of Plaintiffs’ properties have declined slightly in some areas and remained stable in
28

1 other areas. In many other parts of the Basin, groundwater levels have remained relatively stable,
2 and in some areas have even increased.

3 **H. Continued Groundwater Production**

4 38. Plaintiffs are informed and believe, and on that basis allege, that continuing
5 groundwater pumping at current rates for the foreseeable future will not cause significant and
6 unreasonable loss of storage. In addition, no other undesirable results would occur from
7 continued groundwater pumping at current rates for a period of 20 years or more.

8 39. Plaintiffs are informed and believe, and on that basis allege, that even without any
9 new supplies being made available to the Basin, groundwater production at current rates could
10 continue unabated for a minimum of 20 years and cause a reduction in storage of approximately
11 500,000 AF, with a corresponding reduction in groundwater levels by approximately 25 feet.
12 This continued withdrawal would cause an additional ~6% depletion of currently usable
13 groundwater storage (and 1% of total groundwater storage), and cumulative historic depletion of
14 currently usable groundwater by approximately 15% of the original usable groundwater storage
15 (and 3% of total groundwater storage) in the Basin. That is the Basin would still be 85% full of
16 currently usable groundwater (and 97% full of total groundwater).

17 40. Plaintiffs are informed and believe, and on that basis allege, that operating a
18 groundwater basin in a manner that maintains more than 50% of the groundwater in storage that
19 existed in 2015 is safe, sustainable and consistent with the mandate of California Constitution
20 Article X, section 2 to maximize the beneficial use of water under reasonable means provided
21 there are no significant and unreasonable adverse impacts on the Basin or vested rights.

22 41. Plaintiffs are informed and believe, and on that basis allege, that there are no
23 significant and unreasonable adverse impacts on Defendants that are attributable to Plaintiffs'
24 groundwater use specifically. Additionally, Plaintiffs are informed and believe, and on that basis
25 allege, that the continuation of projected beneficial uses by Plaintiffs and Defendants will not
26 cause significant and unreasonable impacts to the Basin, to groundwater levels, land subsidence,
27 water quality, or surface water dependent ecosystems provided that the timing and manner of
28 their groundwater use is coordinated under a physical solution.

1 42. Plaintiffs are informed and believe, and on that basis allege, that there are as many
2 as 100 small, *de minimus* groundwater users (those relatively insignificant quantities of
3 groundwater pumping) that overlie the Basin with wells at shallow depths that may be: (i)
4 unpermitted and unsafe; (ii) perforated or drilled to a level unreasonably shallow; and/or (iii)
5 interfering with other small, *de minimus* users.

6 43. Plaintiffs are informed and believe, and on that basis allege, that the small and *di*
7 *minimus* users may, and in some cases, lack the required physical infrastructure and the financial
8 means to take reasonable and prudent actions that are sufficient to ensure the continued operation
9 of their wells with a potential lowering of the water table.

10 44. Plaintiffs are informed and believe, and on that basis allege, that the failure to
11 impose a physical solution will result in potential constraint on individual and cumulative
12 groundwater use by the parties and the failure to optimize the reasonable and beneficial use of
13 groundwater as required by California Constitution Article X, section 2.

14 45. Plaintiffs are informed and believe, and on that basis allege, that the establishment
15 and imposition of a coordinated groundwater withdrawal schedule within a year and over a period
16 of years among Plaintiffs and Defendants will avoid adverse impacts on the Basin, the wells
17 pumped by Defendants, as well as any small and *de minimus* groundwater users that also overlie
18 the Basin. In the unlikely event there is an impact on the Defendants or small and *de minimus*
19 groundwater users, Plaintiffs are informed and believe, and on that basis allege, that the impacts
20 can be fully mitigated by established protocols for early warning by monitoring water levels and
21 deepening existing wells, drilling new wells or connecting to a regional supply system.

22 46. Plaintiffs are informed and believe, and on that basis allege, that each of the
23 Defendants presently extract water from the Basin through wells and apply the water to
24 municipal, domestic, agricultural, commercial and/or industrial uses.

25 47. Plaintiffs further contend that regardless of claim of right, purpose of use or
26 priority in time, if Defendants' continued extractions are coordinated with Plaintiffs' under a
27 physical solution, the continued lowering of groundwater levels in the vicinity of their own wells
28 can be managed to avoid well interference and impacts to the Basin, the Defendants and small

1 and *de minimus* users.

2 **FIRST CAUSE OF ACTION**

3 **(Quiet Title Against All Defendants)**

4 48. Plaintiffs incorporate by reference the allegations set forth in the preceding
5 paragraphs of this Complaint.

6 49. Plaintiffs own and control land, as described in Exhibit A, in their entirety, that
7 overlie the Basin and have appurtenant overlying water rights.

8 50. Plaintiffs acquired their properties with the intention of beneficially using
9 groundwater from the Basin on their overlying lands in the cultivation of agriculture and
10 residential purposes under reasonable and efficient means.

11 51. Plaintiffs purchased their land in the years as described in Exhibit A, and began
12 actively preparing the land for beneficial uses.

13 52. Plaintiffs made reasonable due diligence investigations prior to purchasing their
14 properties and concluded that the wells located on the properties were located in a portion of the
15 Basin with a long-term sustainable supply of groundwater that could be produced without regard
16 to groundwater use practices occurring elsewhere in the Basin.

17 53. To date, Mojave has invested in excess of \$25 million dollars in land, trees, and
18 infrastructure for the purpose of irrigating its land to raise pistachios.

19 54. To date, Plaintiffs John Thomas Conaway, Conaway Trust, Conaway Living Trust,
20 and Sierra have invested in excess of \$8 million dollars in land, trees, and infrastructure for the
21 purpose of irrigating its land for agriculture.

22 55. To date, the Nugent Trust has invested in excess of one million dollars in land,
23 trees, and infrastructure for the purpose of irrigating its land for agriculture.

24 56. Plaintiffs further allege that they have produced groundwater from the Basin in an
25 open, continuous, manner without physical or legal interference in its access to its supply as
26 Plaintiffs have used groundwater continuously and uninterrupted, and that Plaintiffs have
27 paramount overlying water rights that are correlative with Meadowbrook and superior to those of
28 the appropriator defendants, IWVWD and SVM.

1 57. Plaintiffs are informed and believe, and on that basis allege, that each of
2 Defendants dispute the preceding contentions, and thus an actual controversy has arisen and now
3 exists between Plaintiffs and Defendants as to whether the existing and planned beneficial uses of
4 water can be reasonably accommodated through the imposition of a physical solution.

5 58. Plaintiffs are informed and believe, and on that basis allege, that all Defendants
6 claim ownership of groundwater rights that are or may be adverse to Plaintiffs’ groundwater
7 rights. Unless and until a physical solution is declared and implemented, the groundwater
8 available to all common law water rights will be insufficient to meet their collective needs.

9 59. Plaintiffs are informed and believe, and on that basis allege, that Defendants’
10 adverse claims of groundwater rights and resistance to the imposition of a physical solution
11 constitute clouds on Plaintiffs’ title to their properties and appurtenant overlying property rights.

12 60. An action that arises out of the recovery of or title to real property is governed by a
13 five-year statute of limitations. (*See* C.C.P. § 318 [five-year statute of limitations applies to
14 recovery of real property or its possession]; C.C.P. § 319 [five-year statute of limitations applies
15 to actions arising out of title to real property or to rents or profits out of the same].) Real property
16 rights include overlying rights to extract groundwater. (*City of Barstow v. Mojave Water Agency*
17 (2000) 23 Ca1.4th 1224, 1240.)

18 61. The statute of limitations on an action to quiet title continues to accrue against a
19 plaintiff who is in “exclusive and undisputed possession” of his property. Plaintiffs remain in
20 sole, exclusive possession of their land and produce groundwater from the Basin in quantities
21 sufficient to satisfy the reasonable and beneficial use requirements of their agricultural uses,
22 unless interrupted by the actions of Defendants. Consequently, Plaintiffs’ quiet title action
23 continues to accrue and is not time barred by any statute of limitations.

24 62. Plaintiffs’ request is not a prayer for a comprehensive adjudication as defined by
25 Code of Civil Procedure § 832(c) and instead seeks relief consistent with Code of Civil Procedure
26 § 833(b)(1)-(3) and the principles of *Tulare Irrigation Dist. v. Lindsay Strathmore Irrigation Dist.*
27 (1935) 3 Cal.2d 489 and its progeny.

28 63. Plaintiffs’ prayer is for a declaration that they individually possess overlying rights

1 upon their proof of control and ownership of land, which in its entirety overlies the groundwater
2 basin, (*Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 297-298), sufficient for existing
3 reasonable and beneficial uses and expected future uses. (*Tulare Irrigation Dist. v. Lindsay-*
4 *Strathmore Irrigation Dist.* (1935) 3 Cal.2d 489, 535).

5 **SECOND CAUSE OF ACTION**

6 **(Declaration of Overlying Rights)**

7 64. Plaintiffs incorporate by reference the allegations set forth in the preceding
8 paragraphs of this Complaint.

9 65. Plaintiffs allege that they apply groundwater pumped from the land they own and
10 control overlying the Basin for the beneficial use of irrigated agriculture under reasonable and
11 efficient means.

12 66. Plaintiffs allege that their existing and proposed use of groundwater for irrigation
13 optimizes the use of available groundwater for beneficial purposes under reasonable means.

14 67. Plaintiffs allege that they collectively made substantial investments in amounts
15 greater than \$35 million dollars in land, trees and irrigation infrastructure in support of their
16 irrigated agriculture and practice of using water in accordance with best management practices.

17 68. Plaintiffs are informed and believe, and on that basis allege that their farming
18 operations in the Indian Wells Valley contribute to the local economy of the region, and have and
19 will continue to employ vendors in support of their businesses.

20 69. Plaintiffs are informed and believe, and on that basis allege, that due to the specific
21 location of their overlying land and substantial available groundwater there are no significant and
22 unreasonable adverse impacts caused by pumping of groundwater for use on their overlying land
23 to the Basin or to Defendants and that any significant and unreasonable adverse impacts,
24 whatever they may be, are attributable to the groundwater pumping of the Defendants.

25 70. Plaintiffs are informed and believe, and on that basis allege, that although the
26 cumulative outputs and discharges from the greater Basin exceed its cumulative recharge, the
27 groundwater levels in Plaintiffs' wells, the groundwater produced by Plaintiffs and Plaintiffs'
28 groundwater supply availability have never been adversely impacted by the actions of the

1 Defendants.

2 71. Plaintiffs desire a judicial declaration that (1) they each have overlying rights to
3 extract groundwater from the Basin for existing beneficial use on their overlying land under
4 reasonable means, (2) they have overlying rights to meet the projected reasonable needs to satisfy
5 planned future beneficial uses; (3) the water use by Defendants has not adversely impacted
6 Plaintiffs' overlying property rights; (4) the water use by Plaintiffs has not adversely impacted
7 Defendants' water rights, whatever they may be; and (5) the imposition of a physical solution will
8 maximize the reasonable and beneficial use of groundwater without waste and undesirable results
9 and without causing substantial injury or material expense to the Basin, Plaintiffs or Defendants.

10 72. Plaintiffs' request is not a prayer for a comprehensive adjudication as defined by
11 Code of Civil Procedure § 832(c) and instead seeks relief as provided in Code of Civil Procedure
12 § 833(b)(1)-(3) and in accordance with the principles of *Tulare Irrigation Dist. v. Lindsay*
13 *Strathmore Irrigation Dist.* (1935) 3 Cal.2d 489 and its progeny.

14 73. Plaintiffs seek a declaration of their overlying rights upon proof that they own and
15 control property that, in its entirety overlies the Basin and quantification of all rights is not
16 required at this time provided that the Court maintain continuing jurisdiction to preserve and
17 protect Plaintiffs' overlying right as may necessary in the future. (*Santa Maria v. Adam* (2012)
18 211 Cal.App.4th 266, 297-298.)

19 **THIRD CAUSE OF ACTION**

20 **(Declaration of Rights: Storage Capacity)**

21 74. Plaintiffs incorporate by reference the allegations set forth in the preceding
22 paragraphs of this Complaint.

23 75. Due to the historical use of groundwater from the Basin there is available
24 unsaturated pore space in the Basin ("available storage space") that can be used to store
25 developed water in the Basin for subsequent recapture without adversely affecting Plaintiffs' or
26 Defendants' rights to use the Basin's native groundwater.

27 76. Plaintiffs further allege that said available storage space was created by the
28 historical groundwater production by Plaintiffs and Defendants or their predecessors-in-interest.

1 83. Plaintiffs are informed and believe, and on that basis allege that more than 500 feet
2 of fresh groundwater presently exists in the stratigraphic column and is available for production.
3 Plaintiffs further allege that there are no significant and unreasonable adverse impacts attributable
4 to their continued withdrawal within the first 200 feet of the aquifer provided that a coordinated
5 groundwater withdrawal schedule is imposed to set pumping parameters within a year and over a
6 period of years among Plaintiffs and Defendants.

7 84. Plaintiffs are informed and believe, and on that basis allege, that any significant
8 impacts on Defendants, and shallow wells pumped by persons other than Defendants that overlie
9 the Basin can be avoided entirely and completely mitigated by the imposition of a “physical
10 solution” that coordinates pumping among Plaintiffs and Defendants and establishes a mitigation
11 fund to deepen wells to a reasonable well-depth at no material expense to small groundwater
12 users.

13 85. Plaintiffs are informed and believe, and on that basis allege, that a physical
14 solution can: (i) impose a coordinated pumping plan; (ii) establish early warning groundwater
15 monitoring system; (iii) establish a shared obligation of Plaintiffs and Defendants to mitigate the
16 impact of changes in the groundwater levels on small users with shallow wells in the unlikely
17 event that their wells are significantly and adversely impacted; (iv) avoid “undesirable results”;
18 and (v) optimize the beneficial use of water under reasonable means thereby protecting the
19 economy of the region for the general public and the Indian Wells Valley.

20 86. Plaintiffs are informed and believe, and on that basis allege, that this “physical
21 solution” will not cause substantial injury or material expense to the Defendants and is best
22 implemented through the services of a court appointed watermaster to assist in administration of
23 the judgment as may be directed by the court under its continuing jurisdiction.

24 87. Overlying landowners not named or identified in this Complaint may seek relief
25 through intervention and where justified, the Court may issue further orders in furtherance of the
26 physical solution through its continuing jurisdiction.

27 88. The relief sought herein is confined to the named Plaintiffs and Defendants.
28 Overlying landowners not named or identified in this Complaint that seek the benefit of the

1 physical solution may be joined through intervention and where justified, the Court may issue
2 further orders in furtherance of the physical solution under its continuing jurisdiction.

3 89. Plaintiffs are informed and believe, and on that basis allege, that in absence of a
4 physical solution substantial curtailment in groundwater use for the benefit of any single pumper
5 or group of groundwater pumpers will destroy the economy of the Indian Wells Valley.

6 90. There is no requirement that the Court quantify the individual rights of the
7 Plaintiffs and Defendants if a physical solution will serve its Constitutional ends; that is
8 maximizing the reasonable and beneficial use of water.

9 91. The trial court has a Constitutional duty to evaluate the physical solution proposed
10 by the Plaintiff. (*City of Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 288; *see City of Lodi*
11 *v. East Bay Mun. Dist.* (1936) 7 Cal.2d 316, 341.).

12 **FIFTH CAUSE OF ACTION**

13 **(Injunction to Mandate Physical Solution: Enjoin Inconsistent Conduct)**

14 92. Plaintiffs incorporate by reference the allegations set forth in the preceding
15 paragraphs of this Complaint.

16 93. Defendants failure to coordinate groundwater withdrawals among the Plaintiffs
17 and each of the Defendants in a manner that optimizes the beneficial use of groundwater under
18 reasonable means, avoids “undesirable results” and prevents significant and unreasonable adverse
19 impacts on small, *de minimis* groundwater users, threatens grave and irreparable harm to the
20 Plaintiffs and wrongfully and unlawfully interferes with and threatens to interfere with Plaintiffs’
21 right and entitlement to extract waters from the Basin.

22 94. The wrongful and threatened conduct of Defendants, unless enjoined and
23 restrained by order of this court, will cause great and irreparable injury and harm to the Basin,
24 will require curtailment of available groundwater supplies as may be required to avoid
25 undesirable results and potential impacts on small, *de minimis* water users and cause Plaintiffs
26 and Defendants to suffer a loss of water required for the beneficial use of irrigation of agriculture
27 under reasonable means.

28 95. Plaintiffs have no adequate remedy at law for the injuries that would be sustained

1 as a proximate result from Defendants’ wrongful conduct as alleged herein because it is
2 impossible to accurately estimate the scope of the injury that would result from such wrongful
3 conduct.

4 96. Plaintiffs are informed and believe, and on that basis allege, that Defendants
5 dispute the preceding contentions, and thus an actual controversy has arisen and now exists
6 between Plaintiffs and Defendants.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs pray for the following relief on all causes of action:

9 1. For a declaration that the Plaintiffs have overlying rights to extract groundwater
10 from the Basin for beneficial use of water, and the continued right in relation to the groundwater
11 rights, if any, possessed by Defendants to produce groundwater for use on overlying land without
12 interruption for existing and future reasonable and beneficial uses;

13 2. For a declaration that Basin groundwater may be used under best management
14 practices for (i) reasonable and beneficial uses on overlying lands and (ii) by municipal and
15 industrial appropriators and (iii) without causing “undesirable results” and conversely that
16 preventing the use of groundwater for unknown, unspecified future uses is speculative, uncertain
17 and unreasonable within the meaning of California Constitution Article X, section 2;

18 3. For a declaration of the rights of the Plaintiffs and Defendants to develop,
19 augment, store and recover supplemental water in the Basin;

20 4. For an order imposing a physical solution for the management of the Basin’s
21 resources that will optimize the beneficial use of water under reasonable means and avoid
22 “undesirable results” without material injury or substantial expense of Plaintiffs or Defendants
23 and avoid the waste of groundwater;

24 5. For preliminary and permanent injunctions that prohibit Defendants, and their
25 agents, servants, employees, and all persons acting under, in concert with or for them, or anyone
26 acting through them or on their behalf, from using the Basin resources in a manner that causes
27 “undesirable results” except as is consistent with the Court’s judgment;

28 6. For an order appointing a watermaster to administer the judgment as may be

1 required from time to time;

2 7. For this Court to maintain continuing jurisdiction over this controversy so as to
3 carry out and enforce the terms of the judgment, including the protection of the rights declared
4 under the judgment, and ruling on proposed interventions by landowners and entities requesting
5 the relief and protection contemplated by the judgment and the proposed physical solution;


6 8. For costs of suit; and

7 9. For such other relief as the Court deems just and proper.

8

9 Dated: November 19, 2019

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

10
11
12 By: 

13 SCOTT S. SLATER
14 AMY M. STEINFELD
15 KIMBERLY E. LEEFATT
16 Attorneys for Plaintiffs, MOJAVE
17 PISTACHIOS, LLC, JOHN THOMAS
18 CONAWAY, an individual, JOHN
19 THOMAS CONAWAY TRUST, JOHN
20 THOMAS CONAWAY LIVING TRUST
21 U/D/T AUGUST 7, 2008, NUGENT
22 FAMILY TRUST, and SIERRA
23 SHADOWS RANCH LP
24
25
26
27
28

EXHIBIT A

APN	Address	Owner	Year acquired	Beneficial Use
056-072-05	Cooley	MOJAVE PISTACHIOS LLC	2012	Agriculture
056-072-16	Cooley	MOJAVE PISTACHIOS LLC	2012	Agriculture
056-095-48	Coyote Trail	MOJAVE PISTACHIOS LLC		Agriculture
056-113-45	Leliter 220	MOJAVE PISTACHIOS LLC	2013	Agriculture
056-113-46	Leliter 220	MOJAVE PISTACHIOS LLC	2013	Agriculture
056-113-48	Leliter 220	MOJAVE PISTACHIOS LLC	2013	Agriculture
056-113-53	Leliter 220	MOJAVE PISTACHIOS LLC	2013	Agriculture
056-113-54	Leliter 220	MOJAVE PISTACHIOS LLC	2013	Agriculture
056-113-55	Leliter 220	MOJAVE PISTACHIOS LLC	2013	Agriculture
056-113-56	Leliter 220	MOJAVE PISTACHIOS LLC	2013	Agriculture
056-291-19	Leliter 220	MOJAVE PISTACHIOS LLC	2013	Agriculture
056-292-01	Leliter 220	MOJAVE PISTACHIOS LLC	2011	Agriculture
056-292-02	Leliter 220	MOJAVE PISTACHIOS LLC	2011	Agriculture
056-292-04	Leliter 220	MOJAVE PISTACHIOS LLC	2011	Agriculture
056-113-28	Leliter 360	MOJAVE PISTACHIOS LLC	2011	Agriculture
056-113-29	Leliter 360	MOJAVE PISTACHIOS LLC	2011	Agriculture
056-340-18	Leliter 360	MOJAVE PISTACHIOS LLC	2011	Agriculture
056-340-19	Leliter 360	MOJAVE PISTACHIOS LLC	2011	Agriculture
056-095-08	Leroy	Al & Linda Leroy (leased by Mojave Pistachio LLC)		Agriculture
064-460-01	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-02	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-03	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-04	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-05	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-06	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-07	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-08	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-09	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-10	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-11	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-12	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-14	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-15	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-16	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-17	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-32	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-33	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-34	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-460-35	Office 80	MOJAVE PISTACHIOS LLC	2012	Agriculture
064-082-39	Switzer	William Switzer (leased by Mojave Pistachio LLC)		Agriculture
064-082-40	Switzer	William Switzer (leased by Mojave Pistachio LLC)		Agriculture
064-082-42	Switzer	William Switzer Trust (leased by Mojave Pistachio LLC)		Agriculture
064-082-17	Yo Young	MOJAVE PISTACHIOS LLC	2013	Agriculture
064-084-13	Siebenthal 160	MOJAVE PISTACHIOS LLC	2011	undeveloped
064-084-14	Siebenthal 160	MOJAVE PISTACHIOS LLC	2011	undeveloped
064-084-15	Siebenthal 160	MOJAVE PISTACHIOS LLC	2011	undeveloped
064-084-16	Siebenthal 160	MOJAVE PISTACHIOS LLC	2011	undeveloped
064-132-44	West Airport	MOJAVE PISTACHIOS LLC	2013	undeveloped
064-132-45	West Airport	MOJAVE PISTACHIOS LLC	2013	undeveloped
064-132-46	West Airport	MOJAVE PISTACHIOS LLC	2013	undeveloped
064-132-48	West Airport	MOJAVE PISTACHIOS LLC	2013	undeveloped
064-132-49	West Airport	MOJAVE PISTACHIOS LLC	2013	undeveloped
064-132-50	West Airport	MOJAVE PISTACHIOS LLC	2013	undeveloped
064-132-51	West Airport	MOJAVE PISTACHIOS LLC	2013	undeveloped
064-132-53	West Airport	MOJAVE PISTACHIOS LLC	2013	undeveloped
064-132-54	West Airport	MOJAVE PISTACHIOS LLC	2013	undeveloped
064-132-55	West Airport	MOJAVE PISTACHIOS LLC	2013	undeveloped
064-132-56	West Airport	MOJAVE PISTACHIOS LLC	2013	undeveloped
064-132-57	West Airport	MOJAVE PISTACHIOS LLC	2013	undeveloped
064-150-36	West Airport	MOJAVE PISTACHIOS LLC	2013	undeveloped
064-440-20	Yo Young	MOJAVE PISTACHIOS LLC	2013	undeveloped
056-230-04	Neal Ranch	MOJAVE PISTACHIOS LLC	2014	undeveloped
056-291-17	Neal Ranch	MOJAVE PISTACHIOS LLC	2014	undeveloped
056-291-18	Neal Ranch	MOJAVE PISTACHIOS LLC	2014	undeveloped
056-291-20	Neal Ranch	MOJAVE PISTACHIOS LLC	2014	undeveloped
056-291-21	Neal Ranch	MOJAVE PISTACHIOS LLC	2014	undeveloped
056-293-02	Neal Ranch	MOJAVE PISTACHIOS LLC	2014	undeveloped
056-293-03	Neal Ranch	MOJAVE PISTACHIOS LLC	2014	undeveloped
056-380-12	Neal Ranch	MOJAVE PISTACHIOS LLC	2014	undeveloped
056-380-13	Neal Ranch	MOJAVE PISTACHIOS LLC	2014	undeveloped
056-095-46	W of H395	MOJAVE PISTACHIOS LLC	2013	undeveloped
056-095-47	W of H395	MOJAVE PISTACHIOS LLC	2013	undeveloped

056-095-05	W of H395	MOJAVE PISTACHIOS LLC	2013	undeveloped
056-095-43	W of H395	MOJAVE PISTACHIOS LLC	2013	undeveloped
056-220-04	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway	1970s	Agriculture
056-220-02	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway	1970s	Agriculture
056-220-08	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway	1970s	Agriculture
056-220-03	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway	1970s	Agriculture
352-360-03	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway Trust	1970s	Agriculture and Domestic
352-360-04	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway Trust	1970s	Agriculture and Domestic
352-360-05	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway Trust	1970s	Agriculture and Domestic
352-360-47	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway Trust	1970s	Agriculture and Domestic
352-360-14	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway Trust	1970s	Agriculture and Domestic
352-360-15	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway Trust	1970s	Agriculture and Domestic
352-360-16	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway Trust	1970s	Agriculture and Domestic
064-090-08	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway Living Trust	1970s	Agriculture
352-360-44	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway & Shirley Ann Conaway	1970s	Agriculture
352-360-45	4527 BROWN RD, INYOKERN, CA 93527-2307	John Thomas Conaway & Shirley Ann Conaway	1970s	Agriculture
352-360-42	4527 BROWN RD, INYOKERN, CA 93527-2307	SIERRA SHADOWS RANCH LP	1970s	Agriculture
352-360-43	4527 BROWN RD, INYOKERN, CA 93527-2307	SIERRA SHADOWS RANCH LP	1970s	Agriculture
352-360-41	4527 BROWN RD, INYOKERN, CA 93527-2307	SIERRA SHADOWS RANCH LP	1970s	Agriculture
352-360-18	4527 BROWN RD, INYOKERN, CA 93527-2307	SIERRA SHADOWS RANCH LP	1970s	Agriculture
352-360-11	6843 LELITER RD, INYOKERN, CA 93527-2242	SIERRA SHADOWS RANCH LP	1970s	Agriculture
352-360-19	4527 BROWN RD, INYOKERN, CA 93527-2307	SIERRA SHADOWS RANCH LP	1970s	Agriculture
352-030-05	4527 BROWN RD, INYOKERN, CA 93527-2307	SIERRA SHADOWS RANCH LP	1970s	Agriculture
352-030-07	4527 BROWN RD, INYOKERN, CA 93527-2307	SIERRA SHADOWS RANCH LP	1970s	Agriculture
352-030-03	4301 MARVIN GARDENS ST , INYOKERN, CA	SIERRA SHADOWS RANCH LP	1970s	Agriculture
352-030-04	4527 BROWN RD, INYOKERN, CA 93527-2307	SIERRA SHADOWS RANCH LP	1970s	Agriculture
064-460-31		Nugent Family Trust	2013	Agriculture
064-082-11		Nugent Family Trust	2013	Agriculture
064-082-61		Nugent Family Trust	2013	Agriculture
064-082-62		Nugent Family Trust	2013	Agriculture
064-082-63		Nugent Family Trust	2013	Agriculture
064-082-64		Nugent Family Trust	2013	Agriculture
064-133-05		Nugent Family Trust	2013	Agriculture
064-133-06		Nugent Family Trust	2013	Agriculture
064-082-13		Nugent Family Trust	2013	Agriculture

VERIFICATION

I, RODNEY T. STEFVATER declare:

I am the manager of Mojave Pistachios, LLC, the Plaintiff of the within action, and am authorized to make this verification. I have read the foregoing VERIFIED COMPLAINT FOR QUIET TITLE, DECLARATORY RELIEF AND INJUNCTION IMPOSING A PHYSICAL SOLUTION: NOT GENERAL ADJUDICATION and know of the contents there of. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief and, as to those matters, I believe it to be true.

Executed on November 18, 2019, at 4831 Calloway Drive, Suite 102
Bakersfield, CA 93312

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

Rodney T. Stefater

VERIFICATION

I, Paul G. Nugent, declare:

I am the trustee of Nugent Family Trust, the Plaintiff of the within action and am authorized to make this verification. I have read the foregoing VERIFIED COMPLAINT FOR QUIET TITLE, DECLARATORY RELIEF AND INJUNCTION IMPOSING A PHYSICAL SOLUTION: NOT GENERAL ADJUDICATION and know of the contents there of. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief and, as to those matters, I believe it to be true.

Executed on November 18, 2019, at 4831 Calloway Drive #102
Bakersfield, CA 93312.

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

Paul G. Nugent

VERIFICATION

I, John Thomas Conaway declare:

I am authorized to make this verification on behalf of the Plaintiffs John Thomas Conaway, John Thomas Conaway Living Trust n/d/t August 7, 2008, John Thomas Conaway Trust, and Sierra Shadows Ranch LP. I have read the foregoing VERIFIED COMPLAINT FOR QUIET TITLE, DECLARATORY RELIEF AND INJUNCTION IMPOSING A PHYSICAL SOLUTION: NOT GENERAL ADJUDICATION and know of the contents there of. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief and, as to those matters, I believe it to be true.

Executed on November 8, 2019, at 11:56 AM _____

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

John Thomas Conaway