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8 THE MOJAVE WATER AGENCY,  
9 AS THE MOJAVE BASIN AREA WATERMASTER

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SAN BERNARDINO, JUSTICE CENTER**

12 Coordination Proceeding Special Title  
13 (Cal. Rules of Court, rule 3.550)

14 **MOJAVE BASIN WATER CASES**

15 **THE MOJAVE WATER AGENCY, AS**  
16 **THE MOJAVE BASIN AREA**  
17 **WATERMASTER,**

18 Plaintiff,

19 vs.

20 All persons who are not presently parties to  
21 the comprehensive groundwater  
22 adjudication in the *City of Barstow, et al.,*  
23 *v. City of Adelanto, et al.,* Riverside  
24 Superior Court Case No. CIV 208568, and  
25 are either producing more than 10 acre-feet  
26 of Basin groundwater annually, or using  
27 Basin groundwater for unlawful purposes,  
28 and Does 1 through 2,000,

Defendants.

JCCP NO.: 5265  
CIV208568 (LEAD CASE NUMBER)  
Dept. 1, Riverside Superior Court  
Hon. Harold W. Hopp, Judge Presiding

CASE NO.: CIVSB 2218461

**NOTICE OF MOTION AND MOTION  
TO FILE FIRST AMENDED  
COMPLAINT TO ADD SHADOW  
MOUNTAIN RANCH, LLC, AS A  
DEFENDANT; SUPPORTING  
DECLARATIONS**

Date: April 15, 2024

Time: 8:30 a.m.

Dept.: 1

**RESERVATION NO.: 635695970181**

Assigned for All Purposes to Dept. 1,  
Hon. Harold W. Hopp, Judge Presiding

**NOTICE OF MOTION AND MOTION TO FILE FIRST AMENDED COMPLAINT TO ADD SHADOW  
MOUNTAIN RANCH, LLC, AS A DEFENDANT; SUPPORTING DECLARATIONS**

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1           **TO THE PARTIES NAMED IN THIS ACTION, THEIR ATTORNEYS OF**  
2 **RECORD, AND TO SHADOW MOUNTAIN RANCH, LLC:**

3           **PLEASE TAKE NOTICE THAT** on April 15, 2024, in Department 1 of the above-  
4 entitled Court located at 4050 Main Street, Riverside, California, at 8:30 a.m., or as soon  
5 thereafter as the matter may be heard, plaintiff will move, and hereby moves, for an Order  
6 granting plaintiff leave to file the proposed First Amended Complaint attached as Exhibit 1  
7 hereto naming Shadow Mountain Ranch LLC (hereafter, "SMR") as an additional defendant in  
8 this action. This motion is based upon the following grounds:

9       1.     Section 97-37 of the Mojave Water Agency Law (West Annotated California Codes,  
10 Water Code – Appendix, vol. 72A), authorizes plaintiff, the Mojave Water Agency, to initiate  
11 an adjudication of rights to extract water from any of the groundwater basins affecting the water  
12 supply within the territory of the Mojave Water Agency.

13     2.     In the coordinated action titled, *City of Barstow, et al. v. City of Adelanto, et al.*,  
14 Riverside Superior Court Action No. CIV 208568 (hereafter, "*City of Barstow*") -- wherein the  
15 Mojave Water Agency's amended cross-complaint sought, among other things, an adjudication  
16 of the right to extract groundwater from the Mojave Basin Area (which encompasses a portion  
17 of the territory of the Mojave Water Agency) -- the Court suggested that plaintiff file this Action  
18 in the San Bernardino Superior Court, naming as defendants herein persons who are not already  
19 Parties to *City of Barstow*, and who are producing in the Mojave Basin Area (as defined in  
20 Exhibit A to the Judgment in *City of Barstow*) more than 10 acre-feet of groundwater annually.

21     3.     Like many other defendants named in this action, SMR owns real property (APN 0489-  
22 161-11-000, hereafter "the property") that is located within the Mojave Basin Area's adjudicated  
23 boundaries, and is producing from wells located on the property more than 10 acre-feet of  
24 groundwater annually.

25           The motion is based upon this Notice, the attached memorandum of points and  
26 authorities, the attached supporting declarations, the contents of the Court's files in both  
27 coordinated actions, and such additional evidence as may be presented at the hearing on the

1 motion.

2 Dated: March 6, 2024

**BRUNICK, McELHANEY & KENNEDY PLC**

3  
4 By: \_\_\_\_\_

5 William J. Brunick  
6 Leland P. McElhaney  
7 Attorneys for Defendant/Cross-complainant,  
8 MOJAVE WATER AGENCY  
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28 **NOTICE OF MOTION AND MOTION TO FILE FIRST AMENDED COMPLAINT TO ADD SHADOW  
MOUNTAIN RANCH, LLC, AS A DEFENDANT; SUPPORTING DECLARATIONS**



1                                   **MEMORANDUM OF POINTS AND AUTHORITIES**

2           Plaintiff submits this Memorandum in support of the foregoing motion.

3   **A.     The Mojave Water Agency Act.**

4           In pertinent part, Section 97-37 of the Mojave Water Agency Law (West Annotated  
5 California Codes, Water Code – Appendix, vol. 72A), provides:

6           (a)    The Mojave Water Agency shall have the power to initiate in the name of the  
7                   agency before any court of . . . the State of California an adjudication of  
8                   substantially all of the rights of whatever nature to extract water from any of the  
9                   ground water basins underlying or affecting the water supply . . . and to determine  
                  the natural safe yield of such ground water basins . . . affecting the water supply  
                  within the Mojave Water Agency. . . .

10           (b)   At the conclusion of the adjudication provided for in subdivision (a), of all or  
11                   substantially all of the rights of whatever nature to extract water from any ground  
12                   water basin underlying or effecting the water supply in the Mojave Water Agency  
13                   . . . and a determination of the natural safe yield of the basin and stream system  
14                   affecting the water supply in the Mojave Water Agency and a determination of the  
15                   amount or extent of which the rights so adjudicated may be exercised without  
16                   exceeding the natural safe yield of such water supply, the board shall recognize  
17                   such judicial determination by exempting from assessments against pumping the  
                  amount of water obtained by each person whose rights have been so adjudicated  
                  which does not exceed his proportionate share of natural safe yield of the water  
                  supplies within the adjudicated area. The assessment against pumping may  
                  thenceforth be levied on each producer by multiplying the production in acre-feet  
                  of water so produced by such producer's water producing facility in excess of his  
                  allocated share of the safe yield by the rate of the assessment against pumping  
                  fixed and levied by the board for the fiscal year in which such production shall  
                  occur.

18   **B.     The Judgment in *City of Barstow***

19           In pertinent part, the Judgment *City of Barstow* provides:

20    I. INTRODUCTION . . . B.   The MWA Cross-Complaint. . . . the MWA cross-  
21           complaint, as currently amended, requests a declaration that the available native water  
22           supply to the Mojave Basin Area (not including water imported from the California State  
23           Water project) is inadequate to meet the demands of the combined Parties and requests  
          a determination of the water rights of whatever nature within the MWA boundaries and  
          the Mojave Basin Area. The MWA has named as Parties several hundred Producers  
          within the Basin Area.

24    II. DECREE . . . A. JURISDICTION, PARTIES, DEFINITIONS.

25           4.    Definitions. . . .

26           1.   Groundwater – Water beneath the surface of the ground and within the zone of  
27                   saturation; i.e., below the existing water table, whether or not flowing through known and  
                  definite channels.

28                                   NOTICE OF MOTION AND MOTION TO FILE FIRST AMENDED COMPLAINT TO ADD SHADOW  
                                  MOUNTAIN RANCH, LLC, AS A DEFENDANT; SUPPORTING DECLARATIONS

1 s. Mojave Basin Area or Basin Area – The area shown on Exhibit “A” that lies within  
2 the boundaries of the line labeled “Limits of Adjudicated Area” which generally includes  
3 the area tributary to the Mojave River and its tributaries except for such area not included  
4 within the Mojave Water Agency’s jurisdiction.<sup>1</sup>

5 Thus, the Judgment governs the extraction or production of groundwater (“Water beneath  
6 the surface of the ground and within the zone of saturation”) in the Mojave Basin Area  
7 adjudicated area, which is a specifically defined geographic area (see Exhibit “A” to the  
8 Judgment, Exhibit 2 hereto). The Judgment further provides that any person producing more  
9 than 10 acre feet of groundwater annually “shall” be made subject to the groundwater  
10 adjudication, to wit:

11 Any Minimal Producer whose annual Production exceeds ten (10) acre-feet in any  
12 Year following the date of entry of Judgment **shall be made a party** pursuant to  
13 Paragraph 12 . . .

14 (Exhibit 1, 5:1-5; emphasis added.)

15 In turn, paragraph 12 of the Judgment in *City of Barstow* provides that:

16 . . . Because of the existence of Overdraft, and Production outside the framework  
17 of this Judgment and Physical Solution will contribute to an increased Overdraft,  
18 potentially damage the Mojave Basin Area and public interests in the Basin Area, inure  
19 the rights of all parties, and interfere with the Physical Solution. Watermaster shall bring  
20 an **action or a motion to enjoin any Production that is not pursuant to the terms of**  
21 **this Judgment.** (Emphasis added.)

22 Thus, any person producing more than 10 acre-feet of groundwater annually “shall be  
23 made a party” to the Mojave Basin Area groundwater adjudication, to the end of determining  
24 and establishing the water rights of ALL persons who are producing more than 10 acre-feet of  
25 groundwater annually in the Mojave Basin Area. To accomplish that end, and pursuant to the  
26 Court’s suggestion in *City of Barstow* (see Exhibit 3 hereto), this Action was filed in the San  
27 Bernardino Superior Court in October 2022.

28 **C. Plaintiff’s efforts to name SMR as a defendant in this action.**

On October 5, 2022, pursuant to the court’s suggestion in *City of Barstow*, plaintiff filed

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<sup>1</sup> Plaintiff requests the Court judicially notice the aforesaid provisions of the Judgment entered on January 10, 1996, in *City of Barstow*, pursuant to Evidence Code section 452(d), which authorizes the Court to judicially notice “Records of (1) any court of this state . . .”.

1 this action, and specifically named as defendants therein various persons known to be either  
2 producing in the adjudicated Mojave Basin Area more than 10 acre-feet of groundwater  
3 annually, or utilizing groundwater for the unlawful cultivation of cannabis. Pursuant to the  
4 provisions of Code of Civil Procedure section 474, additional defendants were added thereafter  
5 as "Doe" defendants -- when the identity of additional persons producing more than 10 acre-feet  
6 of groundwater annually, or utilizing groundwater for the unlawful cultivation of cannabis, was  
7 ascertained.

8 On August 23, 2023, plaintiff mistakenly filed a "Doe" defendant designation for SMR  
9 (in place of "Doe 55"). Plaintiff later concluded, however, that SMR should not be named in the  
10 place of a "Doe" defendant, because plaintiff was aware of SMR's identity and groundwater  
11 production prior to October 5, 2022 (when the original complaint in this action was filed).  
12 Accordingly, a copy of the "Doe" filing was never served on SMR. Instead, on October 22,  
13 2023, plaintiff filed a motion for leave to add SMR as an additional, specifically named  
14 defendant in the San Bernardino action.

15 However, at the February 7, 2024, hearing on the motion, the previously filed designation  
16 of SMR in the place of "Doe 55" was noted. To cure that mistaken designation, plaintiff's  
17 counsel explained plaintiff would dismiss, without prejudice, the "Doe" designation filed as to  
18 SMR, and plaintiff would file thereafter a new motion for leave to file an amended complaint  
19 specifically naming SMR as an additional defendant. Whereupon, the court denied Plaintiff's  
20 then pending motion (filed October 22, 2023), *without prejudice* to plaintiff filing a subsequent  
21 motion for leave to file an amended complaint specifically naming SMR as a defendant in this  
22 action.

23 On February 13, 2024, plaintiff filed in the San Bernardino Superior Court, and on  
24 February 14, 2024, plaintiff submitted for filing in the Riverside Superior Court, plaintiff's  
25 request for dismissal, without prejudice, of the previously filed designation of SMR as a  
26 defendant in the place of "Doe 55" only (see Exhibits 6 and 7 attached hereto). Therefore,  
27 subject to this motion for leave to amend the complaint to name SMR as an additional defendant



1 in this action, SMR is not currently named as a party to the San Bernardino action; and, the  
2 impediment which prevented the court from granting plaintiff's prior motion to name SMR as  
3 a defendant in this action has been removed.

4 In this, its current motion, plaintiff now seeks leave to amend the complaint (as set forth  
5 in Exhibit 1 hereto) to specifically name SMR as an additional defendant because, as noted,  
6 SMR owns real property within the adjudicated Mojave Basin Area, and produces from such  
7 property more than 10 acre-feet of groundwater annually. The motion is intended to comply with  
8 the *City of Barstow* Judgment that persons determined to be producing more than 10 acre-feet  
9 of groundwater annually shall be made parties to the Mojave Basin Area groundwater  
10 adjudication and, also, to enjoin any groundwater production that is not pursuant to the terms  
11 of the Judgment (see Judgment, 5:1-5, and paragraph 12 of the Judgment).

12 **D. Real Property Owned by Shadow Mountain LLC**

13 SMR is a Colorado limited liability company, registered in California. The real property  
14 owned by SMR (APN 0489-161-11-000) is located within the adjudicated boundaries of the  
15 Mojave Basin Area; SMR produces thereon an estimated 1,700 acre feet of groundwater  
16 annually (see Ruesch Dec., ¶ 6, and Exhibit 4 hereto). The aerial photography at the top of the  
17 first page of Exhibit 4 demonstrates that SMR's property is located within the Mojave Basin  
18 Area adjudicated boundary; the balance of the areal photography on the first page of Exhibit 4  
19 depicts SMR's agricultural operations on the property, which depend upon groundwater ("Water  
20 beneath the surface of the ground and within the zone of saturation") -- produced by water wells  
21 on SMR's property; the additional pages attached to Exhibit 4 depict SMR's agricultural  
22 operations on the property (Ruesch Dec., ¶¶ 2-5).

23 Accordingly, SMR may be made a defendant in this Action because SMR produces more  
24 than 10 acre-feet annually of groundwater from SMR's property located within the Mojave  
25 Basin Area's adjudicated boundaries.

26 **E. SMR's property is located within the Mojave Basin Area's boundaries.**

27 The reach of the Judgment in *City of Barstow* is to all groundwater (i.e., "Water beneath

1 the surface of the ground and within the zone of saturation”) for the area encompassed within  
2 the Mojave Basin Area’s adjudicated boundaries (see Exhibit “A” to the Judgment, which is  
3 Exhibit 2 hereto). SMR’s property is located within those adjudicated boundaries (see Ruesch  
4 Dec., ¶¶ 2-3). Therefore, Shadow Mountain should be made a party to this Action because (a)  
5 its property is located within the Mojave Basin Area’s adjudicated boundaries, and (b) SMR  
6 produces more than 10 acre-feet of groundwater annually. There is no other requirement or  
7 qualification for being made a defendant in this action.

8 **F. Shadow Mountain’s predecessor-in-interest**

9 One of SMR’s predecessors-in-interest in the property (Ace Exploration and Water  
10 Drilling Company) was previously named as a defendant in *City of Barstow*. After it applied for  
11 bankruptcy protection, however, Ace Exploration and Water Drilling Company was dismissed  
12 from *City of Barstow* in August 1996, **without prejudice** (see Exhibit 5 hereto.) Thereafter, the  
13 property lay fallow for many years, with little or no groundwater production, until November  
14 2017, when SMR obtained title to the property. Thereafter, SMR resumed agricultural  
15 operations and groundwater production on the property and, as noted, SMR now produces  
16 significantly more than 10 acre-feet of groundwater annually. Thus, SMR should be named as  
17 an additional defendant in this action.

18 **G. Additions to the original complaint**

19 In the proposed *First Amended Complaint* (Exhibit 1 hereto), SMR is specifically named  
20 as an additional defendant (see bold print on page 7, line 6, and on page 20, lines 2-13). Except  
21 for the bold print on page 20, lines 2-13, the charging allegations against SMR are identical to  
22 the charging allegations in the original complaint as to the other similarly situated Non-Minimal  
23 Producer Defendants (see yellow highlighting in Exhibit 1). No allegations of the original  
24 complaint are deleted in the proposed First Amended Complaint.

25 **H. The limited additional allegations**

26 The only allegations in the *First Amended Complaint* that are in addition to those alleged  
27 in the original complaint are those naming and charging SMR as an additional defendant, as



1 follows:

2 20. Shadow Mountain Ranch LLC.

3 (In bold print on Exhibit 1, page 7, line 6.)

4 as. Plaintiff is informed and believes, and based thereon alleges that: Shadow  
5 Mountain Ranch LLC, is a California registered limited liability company  
6 established in the state of Colorado; the Manager of Shadow Mountain Ranch  
7 LLC, Timothy Walsh, resides in Lake Forest, Illinois. Plaintiff is further informed  
8 and believes, and based thereon alleges that: Shadow Mountain Ranch is the  
9 owner of APN 0489-161-11-000 ("the Property") located within the Centro  
10 Subarea of the adjudicated Mojave Basin Area in the County of San Bernardino,  
11 and by use of water wells located on said property produces more than 10 acre-  
12 feet of groundwater annually; the groundwater and aquifers beneath SMR's  
13 property are part of the natural water supply for the Centro Subarea, and are not  
14 "supplemental water" as that term is defined in the *City of Barstow* action.

15 (In bold print on Exhibit 1, page 20, lines 2-11.)

16 The above quoted statements are the only new allegations in MWA's proposed *First*  
17 *Amended Complaint*

18 **I. The "purpose" and "effect" of the new allegations**

19 The "purpose" of the new allegations in the *First Amended Complaint* is to add SMR as  
20 an additional defendant because, like the other Non-Minimal Producer Defendants named in this  
21 action, SMR owns real property within the Mojave Basin Area and admits it produces  
22 significantly more than 10 acre feet of groundwater annually; and, also, so that the water rights  
23 of ALL additional persons producing more than 10 acre-feet of groundwater annually in the  
24 Mojave Basin Area may be adjudicated and determined either in this action or in the coordinated  
25 *City of Barstow* action (McElhaney Dec., ¶ 3).

26 The "effect" of the amendment is to add SMR as an additional defendant, so that its  
27 claimed water rights may be adjudicated and determined, along with the water rights of all other  
28 persons who are now producing annually more than 10 acre-feet of groundwater in the Mojave  
Basin Area (McElhaney Dec., ¶ 4). In fact, this was suggested by Judge Riemer in the *City of*  
*Barstow* action (see the court's July 21, 2022 Minute Order, Exhibit 3 hereto). Moreover,  
judicial resources will be more efficiently utilized by determining in this single action the water  
rights of ALL additional persons who are producing more than 10 acre-feet of groundwater

1 annually within the Mojave Basin Area. The amendment is “necessary and proper” for these  
2 purposes (see McElhaney Dec., ¶ 5.)

3 **J. Reason request to amend was not made earlier**

4 On October 22, 2023, plaintiff filed its motion to add SMR as an additional defendant  
5 to this action; in its Reply Brief in support of the motion, plaintiff attached a copy of the  
6 proposed *First Amended* Complaint (Exhibit 1 hereto). On February 7, 2024, the motion was  
7 denied for the reason stated in paragraph “B” above, which has now been cured. The request  
8 was not made earlier because SMR’s owners claimed the groundwater beneath SMR’s property  
9 is “supplemental” water -- rights to which they claim should not be included within the Mojave  
10 Basin Area groundwater adjudication. However, in or about August 2023 (after completing its  
11 legal and preliminary scientific analyses of the issues presented), plaintiff concluded that: (a)  
12 the groundwater produced by SMR is not “supplemental water” but, instead, is part of the  
13 natural water supply in the Centro Subarea of the adjudicated Mojave Basin Area; and (b)  
14 SMR’s claimed water rights should be adjudicated along with the water rights of ALL other  
15 Non-Minimal Producer Defendants in this action (McElhaney Dec., ¶ 6). On August 23, 2023,  
16 plaintiff filed the “Doe 55” designation as to SMR; on October 22, 2023, plaintiff filed its first  
17 motion to add SMR as a defendant to the action.

18 **K. SMR will not be “prejudiced”**

19 No meaningful discovery has yet been conducted in this action, no dispositive motions  
20 have yet been filed, and a trial date has not yet been scheduled (McElhaney Dec., ¶ 2). After  
21 being named and joined as an additional defendant, SMR will be able to raise and litigate  
22 whatever defenses it deems appropriate. Accordingly, SMR will not be prejudiced, in any way,  
23 by the relatively short delay in seeking leave to now amend the complaint to add SMR as an  
24 additional defendant.

25 Moreover, no statute of limitations applies to plaintiff’s claims pursuant to the aforesaid  
26 provisions of the Judgment against persons, including SMR, who are presently producing more  
27 than 10 acre-feet of groundwater annually. The decision in *Castaneda v. Bornstein* (1995) 36

1 Cal.App.4th 1818 is analogous. In *Castaneda*, the Court of Appeal reversed the trial court's  
2 grant of nonsuit on the ground plaintiff had improperly brought certain defendants into the suit  
3 as Doe defendants under Code of Civil Procedure section 474, explaining:

4 We find no merit in the argument the complaint should be dismissed as to Drs.  
5 Machikawa and Wang because plaintiff (through her mother and guardian) knew the  
6 identity of these defendants at the time she sued them as "Does." At the time plaintiff  
7 amended her complaint to sue defendants under their true names the statute of limitations  
8 had not run and plaintiff could have filed a separate suit. Defendants have shown no  
9 prejudice.

10 (Id., at 1824, fn 5.)<sup>2</sup>

11 Likewise, SMR has not be prejudiced by the delay in seeking leave to amend the  
12 complaint to name SMR as an additional defendant in this action.

13 **L. Leave to amend is to be granted liberally**

14 Code of Civil Procedure 473(a)(1) provides, in part, that: "The court may, in furtherance  
15 of justice, and on any terms as may be proper, allow a party to amend any pleading . . . by  
16 **adding . . . the name of any party . . .**" That is what MWA seeks to do by its motion and the  
17 proposed First Amended Complaint (Exhibit "1" hereto). Section 576 likewise provides, "Any  
18 judge, at any time before or after commencement of trial, in the furtherance of justice, and upon  
19 such terms as may be proper, may allow the amendment of any pleading . . . ." As explained in  
20 *Board of Trustees v. Superior Court* (2007) 149 Cal.App.4th 1154, a policy of "great liberality"  
21 in allowing such amendments is to be applied:

22 It is well established that "California courts have 'a policy of **great liberality** in  
23 allowing amendments at any stage of the proceeding so as to dispose of cases upon their  
24 substantial merits where the authorization does not prejudice the substantial rights of  
25 others.' [Citation.] Indeed, 'it is a **rare case** in which "a court will be justified in refusing  
26 a party leave to amend his [or her] pleading so that he [or she] may properly present his  
27 [or her] case.'" [Citation.]" (*Douglas v. Superior Court* (1989) 215 Cal.App.3d 155, 158  
28 . . .) Thus, absent a showing of prejudice to the adverse party, the rule of **great liberality**  
in allowing amendment of pleadings will prevail. (*Higgins v. Del Faro* (1981) 123  
Cal.App.3d 558, 564 . . .)

(Id., at 1163, emphasis added.)

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<sup>2</sup> Accordingly, even if plaintiff had served SMR in the place of Doe 55, SMR would not have  
been prejudiced by being improperly brought into the San Bernardino action as a "Doe" defendant.

1 The foregoing “policy of great liberality in allowing amendments” was specifically  
2 reaffirmed more recently in *Mac v. Minassian* (2002) 76 Cal.App.5th 510, 519. The Court in  
3 *Mac* also noted that a trial court has “**wide discretion**” in allowing the amendment of any  
4 pleading . . . (Id., at 516, emphasis added.)

5 Therefore, the court in this matter “has wide discretion” and should exercise “great  
6 liberality” to allow the amendment in MWA’s proposed *First Amended Complaint* (Exhibit “1”  
7 hereto). It is error and an abuse of discretion to deny leave to amend where the opposing party  
8 is not misled or prejudiced (see *Berman v. Bromberg* (1997) 56 Cal.App.4th 936, 945, 946  
9 [“rules of pleading are conveniences to promote justice and not to impede or warp it”]; *Morgan*  
10 *v. Superior Court* (1959) 172 Cal.App.2d 527, 530.) And, as noted above, SMR will not suffer  
11 any legal prejudice as a result of the proposed amendment.

12 **M. Conclusion**

13 Applying the policy of “great liberality,” and the trial court’s “wide discretion” to allow  
14 amendment of pleadings, the Court should grant plaintiff leave to file the proposed First  
15 Amended Complaint, a copy of which is attached as Exhibit 1 hereto.

16 Respectfully submitted,

17 Dated: March 6, 2024

**BRUNICK, McELHANEY & KENNEDY PLC**

18  
19 By: \_\_\_\_\_

William J. Brunick  
Leland P. McElhaneey  
Attorneys for Defendant/Cross-complainant,  
MOJAVE WATER AGENCY



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1. I am an attorney at law duly licensed to practice in all courts of the State of California, and a principal in the law firm of Brunick, McElhaney & Kennedy PLC, counsel of record for the plaintiff, the Mojave Water Agency (MWA). I have personal knowledge of all matters set forth in this declaration and, if called as a witness, I could and would testimony competently thereto.

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1 efficiently utilized by determining in this single action the water rights of ALL additional  
2 persons who are producing more than 10 acre-feet of groundwater annually within the Mojave  
3 Basin Area.

4 5. The amendment is "necessary and proper" for these purposes, and so the ends of justice  
5 and judicial economy may be served.

6 6. The request for amendment was not made earlier because SMR's owners claimed the  
7 groundwater beneath SMR's property is "supplemental" water -- the rights to which they claim  
8 should not be determined in the Mojave Basin Area groundwater adjudication. However, in or  
9 about August 2023 (after completing its legal and preliminary scientific analyses of the issue  
10 presented), MWA concluded that SMR's claims are incorrect and that SMR's water rights  
11 should be adjudicated along with the water rights of ALL other Non-Minimal Producer  
12 Defendants in this action. On August 23, 2023, plaintiff filed the "Doe 55" designation as to  
13 SMR; on October 22, 2023, plaintiff filed its initial motion to add SMR as a defendant in this  
14 action.

15 7. Attached as Exhibit 3 hereto is a true and correct copy of the court's July 21, 2022,  
16 Minute Order in the *City of Barstow* action.

17 8. On October 5, 2022, pursuant to the court's suggestion in *City of Barstow* (Exhibit 3  
18 hereto), plaintiff filed this action, and specifically named as defendants therein various persons  
19 known to be either producing in the adjudicated Mojave Basin Area more than 10 acre-feet of  
20 groundwater annually, or utilizing groundwater for the unlawful cultivation of cannabis.  
21 Pursuant to the provisions of Code of Civil Procedure section 474, additional defendants were  
22 added thereafter as "Doe" defendants -- when the identity of additional persons producing more  
23 than 10 acre-feet of groundwater annually, or utilizing groundwater for the unlawful cultivation  
24 of cannabis, was ascertained.

25 9. On August 23, 2023, plaintiff mistakenly filed a "Doe" defendant designation for SMR  
26 (in place of "Doe 55"). Plaintiff later concluded, however, that SMR should not be named in the  
27 place of a "Doe" defendant, because plaintiff was aware of SMR's identity and groundwater

1 production prior to October 5, 2022 (when the original complaint in this action was filed).  
2 Accordingly, a copy of the "Doe" filing was never served on SMR. Instead, on October 22,  
3 2023, Plaintiff filed a motion for leave to add SMR as an additional, specifically named  
4 defendant in the San Bernardino action.

5 10. At the February 7, 2024, hearing on the motion, the previously filed designation of SMR  
6 in the place of a "Doe" defendant was noted. To cure that mistaken designation, I explained that  
7 plaintiff would dismiss, without prejudice, the "Doe" designation filed as to SMR, and plaintiff  
8 would file thereafter a new motion for leave to file an amended complaint specifically naming  
9 SMR as an additional defendant. Whereupon, the court denied plaintiff's then pending motion  
10 (filed on October 22, 2023), *without prejudice* to plaintiff filing a subsequent motion for leave  
11 to file an amended complaint specifically naming SMR as a defendant in this action.

12 11. On February 23, 2024, in JCCP 5265 in the Riverside Superior Court, plaintiff filed its  
13 request for dismissal, without prejudice, of the aforesaid previously filed designation of SMR  
14 as a defendant in the coordinated CIVSB 2218461 action in the place of "Doe 55" only (see  
15 Exhibit 6 attached hereto).

16 12. In this, its current motion, plaintiff now seeks leave to amend the complaint (as set forth  
17 in Exhibit 1 hereto) to specifically name SMR as an additional defendant because, as noted,  
18 SMR owns real property within the adjudicated Mojave Basin Area, and produces from such  
19 property more than 10 acre-feet of groundwater annually. The motion is intended to comply with  
20 the *City of Barstow* Judgment that persons determined to be producing more than 10 acre-feet  
21 of groundwater annually "shall" be made parties to the Mojave Basin Area groundwater  
22 adjudication (see Judgment, 5:1-5, and paragraph 12 of the Judgment).

23 I declare under penalty of perjury under the laws of the State of California that the  
24 foregoing is true and correct, and that this declaration was executed on March 6, 2024, in San  
25 Bernardino, California.

26  
27  
28  
  
Leland P. McElhaney

NOTICE OF MOTION AND MOTION TO FILE FIRST AMENDED COMPLAINT TO ADD SHADOW  
MOUNTAIN RANCH, LLC, AS A DEFENDANT; SUPPORTING DECLARATIONS

1 Jeffrey Ruesch declares and states:

2 1. I am the Watermaster Services Manager for the Mojave Water Agency. I have personal  
3 knowledge of all of the matters set forth below and, if called as a witness, I could and would  
4 testify competently thereto.

5 2. On January 10, 1996, the court entered Judgment in the *City of Barstow* action. Attached  
6 to the Judgment is Exhibit A which, in turn, references 42 maps depicting the adjudicated  
7 boundaries of the Mojave Basin Area. Exhibit 2 hereto is a true and correct copy of the  
8 Judgment's Exhibit A, along with one of the maps referenced therein which depicts, among other  
9 things, the outer boundaries of the adjudicated Mojave Basin Area; the outer boundaries of the  
10 Basin Area encompass Harper Lake and the area where SMR's property is located.

11 3. The top of the first page of Exhibit 4 hereto depicts the location of SMR's property (APN  
12 0489-161-11-0000, hereafter 'the property') within the adjudicated boundaries of the Mojave  
13 Basin Area. San Bernardino County Property records indicate SMR obtained title to the property  
14 on November 22, 2017.

15 4. The bottom of the first page of Exhibit 4 is an areal photograph showing the irrigated  
16 portion of Shadow Mountain's property.

17 5. The remaining two pages of Exhibit 4 are photographs of Shadow Mountain's farming  
18 operations on the property.

19 6. Based upon the area being irrigated and the crops grown (alfalfa), it is estimated that  
20 Shadow Mountain's water wells located on the property produce at least 1,700 acre feet of  
21 groundwater annually.

22 I declare under penalty of perjury that the forgoing is true and correct, and that this  
23 declaration was executed on February 21, 2024, in Apple Valley, California.

24  
25   
26 Jeffrey Ruesch  
27  
28

# **EXHIBIT 1**



1 William J. Brunick, Esq. (SB No. 46289)  
Leland P. McElhaney, Esq. (SB No. 39257)  
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*Exempt from filing fee pursuant to  
Gov't. Code Section 6103*

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7 Attorneys for Plaintiff,  
THE MOJAVE WATER AGENCY,  
8 AS THE MOJAVE BASIN AREA WATERMASTER

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SAN BERNARDINO, JUSTICE CENTER**

12 THE MOJAVE WATER AGENCY, AS  
13 THE MOJAVE BASIN AREA  
WATERMASTER

14 Plaintiff,

15 vs.

16 All persons who are not presently parties  
17 to the comprehensive groundwater  
adjudication in *City of Barstow, et al., v.*  
18 *City of Adelanto, et al.*, Riverside  
Superior Court Case No. CIV 208568,  
19 and are either producing more than 10  
acre-feet of Basin groundwater annually,  
20 or using Basin groundwater for unlawful  
purposes, and Does 1 through 2,000

21  
22 Defendants.

CASE NO.: CIVSB 2218461

**FIRST AMENDED COMPLAINT FOR  
ADJUDICATION OF RIGHTS TO  
PRODUCE AND USE GROUNDWATER  
IN THE MOJAVE BASIN AREA; TO  
IMPLEMENT PROVISIONS OF  
JUDGMENT PREVIOUSLY ENTERED;  
AND FOR INJUNCTIVE RELIEF  
(Complex Case)**

Assigned for all purposes to the Hon. Harold W.  
Hopp, Judge Presiding in Department 1

23  
24  
25 Plaintiff, the Mojave Water Agency (referred to hereafter as "the MWA") is, and at all  
26 times mentioned in this complaint was, a self-governing special water district duly organized  
27 and operating within the County of San Bernardino pursuant to the Mojave Water Agency Law,  
28 California Water Code Appendix Section 97 (hereafter, "the Mojave Water Agency Act").  
**COMPLAINT FOR ADJUDICATION OF RIGHTS TO PRODUCE AND USE GROUNDWATER IN THE MOJAVE  
GROUNDWATER BASIN; TO IMPLEMENT PROVISIONS OF JUDGMENT PREVIOUSLY ENTERED;  
AND FOR INJUNCTIVE RELIEF**



1 Pursuant thereto, the MWA has statutory authority to "do any and every act necessary to be done  
2 so that sufficient water may be available for any present or future beneficial use or uses of the  
3 lands or inhabitants of the agency, including, without limiting the generality of the foregoing,  
4 irrigation, domestic, fire protection, municipal, commercial, industrial, and recreational uses."  
5 (Stats. 1959, ch. 2146, section 15, p. 5134; 72A West's Ann. Wat.-Appen. (1999 ed) section 97-  
6 15, subd. (a), p. 208.) This power includes the right to appropriate water and acquire and protect  
7 rights for any beneficial purpose and the right to store, regulate, control, transport, divert and  
8 distribute water for use within the MWA by any reasonable means.

9 2. This action is brought by the MWA under and pursuant to the powers granted it by the  
10 Mojave Water Agency Act. Specifically, pursuant to Section 15(b)(5) thereof, the MWA has the  
11 power to commence, maintain, appear before, intervene in, defend and compromise, in the name  
12 of the MWA, any action before any court of the State of California involving or affecting the  
13 ownership, use or supply of water, water rights or water service within or without the agency's  
14 area of influence which is or may be used or useful for any purpose within the agency, or  
15 involving or affecting the interference or diminution of the natural flow of any river or stream  
16 or subterranean water supply, which is or may be used or useful for any purpose within the  
17 agency. As explained below, this action also is brought by the MWA pursuant to provisions of  
18 the Judgment entered in that certain action in the Riverside County Superior Court titled, *City*  
19 *of Barstow, et al., v. City of Adelanto, et al.*, Riverside Superior Court Case No. CIV 208568  
20 (hereafter, "*City of Barstow*").

21 3. The MWA is informed and believes and thereon alleges that the defendants named  
22 herein, including the Doe defendants named herein, claim some water right or interest as more  
23 particularly alleged below.

## 24 INTRODUCTION

25 4. The Mojave River, which is formed by the confluence of Deep Creek and West Fork,  
26 rises in the San Bernardino mountains and then traverses an irregular plain which slopes  
27 gradually northward and eastward from an elevation of approximately 3,000 feet above sea  
28 level, along the base of the San Bernardino mountains, to an elevation of approximately 1,400

COMPLAINT FOR ADJUDICATION OF RIGHTS TO PRODUCE AND USE GROUNDWATER IN THE MOJAVE  
GROUNDWATER BASIN; TO IMPLEMENT PROVISIONS OF JUDGMENT PREVIOUSLY ENTERED;  
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1 feet above sea level in the vicinity of the community of Afton. This plain is underlaid largely  
2 by unconsolidated or poorly consolidated alluvial materials, which include clay, silt, sand, gravel  
3 and boulders. These permeable materials are underlain by a relatively impermeable bedrock  
4 sequence.

5 5. Part of the flow percolates through these permeable materials which are saturated below  
6 varying depths and forms ground water basins. The general movement of this water is from the  
7 higher elevations near the San Bernardino mountains, northerly toward Barstow, and then  
8 easterly toward Afton.

9 6. Through the length of the alluvial plain, the Mojave River either replenishes the ground  
10 water basins, or the ground water basins support the intermittent flow of the Mojave River. Such  
11 ground water and the surface and subsurface flows of the Mojave River and its tributaries  
12 constitute an available supply of water to all defendants herein, and to other persons who reside  
13 or own real property within this part of the Mojave River area (referred to as the "area of  
14 influence"). Within the aforesaid area of influence, the available supply affects or is affected by  
15 production and use thereof by defendants herein, and by other persons who are parties to the  
16 related *City of Barstow* adjudication.

17 7. This available supply is fed and replenished annually by run-off from mountains and  
18 foothills, subsurface flows, precipitation on the plain, return flows from water applied to  
19 beneficial use and reclaimed waste water.

20 8. Since at least 1965, the total demands upon the available supply within the area of  
21 influence have been and now are in excess of the average natural safe yield of the ground water  
22 basins and stream systems with the area of influence.

23 9. An actual controversy has arisen and now exists between the MWA and the defendants  
24 named and identified herein, and each of them, and amongst themselves, concerning their  
25 respective rights to the waters within the area of influence. The MWA is informed and believes,  
26 and based thereon alleges that the defendants named and identified herein produce and use water  
27 taken from the available supply of natural waters within the area of influence; that these  
28 defendants claim rights, interest or title to produce and use such water in amounts at least equal

COMPLAINT FOR ADJUDICATION OF RIGHTS TO PRODUCE AND USE GROUNDWATER IN THE MOJAVE  
GROUNDWATER BASIN; TO IMPLEMENT PROVISIONS OF JUDGMENT PREVIOUSLY ENTERED;  
AND FOR INJUNCTIVE RELIEF



1 to their present uses; and that many of these defendants claim the right and threaten to take  
2 increasing quantities of such water. The MWA is unaware of the exact nature or quantity of the  
3 right, if any, claimed by each of these defendants.

4 10. The MWA is further informed and believes, and based thereon alleges that the aggregate  
5 amounts of water produced annually from the area of influence by and for the use of these  
6 defendants, under claim of rights, and by all others taking water therefrom and having rights  
7 therein, presently exceed the maximum quantity of water which can be produced annually from  
8 the available supply within the area of influence, without depleting the ground water as a source  
9 of supply for all those having rights therein.

10 11. Unless the rights, if any, of the defendants herein to produce water from the available  
11 supply within the area of influence are each determined and established, and those without rights  
12 are limited as prayed, the available supply will become endangered. New pumpers who continue  
13 to increase their quantities of production will attempt to acquire new rights or rights to greater  
14 quantities of water which will reduce the rights of many persons who presently produce water,  
15 and eventually will render the available supply inadequate to fulfill all rights and reasonable and  
16 beneficial needs.

17 12. The MWA desires a judicial determination of the water rights of the defendants named  
18 and identified herein, and as referenced in the Judgment entered in *City of Barstow*, to assure  
19 an adequate supply of water which is used or may be used or may be useful for any reasonable  
20 and beneficial purpose within the Mojave Basin Area, as defined in the Judgment entered in *City*  
21 *of Barstow*.

22 13. A judicial declaration is necessary and appropriate at this time under the circumstances  
23 in order that MWA may, pursuant to Section 15 of the Mojave Water Agency Act and the  
24 Judgment entered in *City of Barstow*, make available sufficient water for any present or future  
25 beneficial and reasonable use or uses of the lands or inhabitants within the Mojave Basin Area.

26 14. In this connection, on January 10, 1996, in *City of Barstow*, the Riverside County  
27 Superior Court entered judgment declaring and adjudicating rights of the parties specifically  
28 named in that action to reasonable and beneficial use of groundwater in the Mojave Basin Area

COMPLAINT FOR ADJUDICATION OF RIGHTS TO PRODUCE AND USE GROUNDWATER IN THE MOJAVE  
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(previously and hereafter, "the Judgment"), pursuant to Article X, Section 2 of the California Constitution and, also, pursuant to Section 37 of Chapter 2146 of Statutes of 1959, i.e., the Mojave Water Agency Act. Among other things, the Judgment provides for a Physical Solution to address the severely overdrafted conditions existing in the groundwater in the Mojave Basin Area (as defined in the Judgment). A true and correct copy of the Judgment is attached as Exhibit 1 hereto; its provisions are incorporated herein as though set forth in full herein.<sup>1</sup>

15. All of the real properties referenced in this Complaint lie within the adjudicated boundaries of the Mojave Basin Area and the County of San Bernardino, California. Accordingly, this Court has subject matter jurisdiction of the legal claims asserted in this action.

16. The Judgment in *City of Barstow*, among other things, appoints the MWA as "Watermaster" to "administer and enforce the provisions of the Judgment and any subsequent instructions or orders" issued by the Court (see Exhibit 1 hereto, paragraph 23).

17. Article 10, Section 2 of the California Constitution provides that, "because of the conditions prevailing in this State, the general welfare requires that the water resources of the State be put to beneficial use to the fullest extent of which they are capable, and that the waste or unreasonable use or unreasonable method of use of water be prevented, and that the conservation of such waters is to be exercised with a view to the reasonable and beneficial use thereof in the interest of the people and for the public welfare."

18. In pertinent part, the Judgment entered in *City of Barstow* provides:

Minimal Producer – Any Person whose Base Annual Production, as verified by MWA is not greater than ten (10) acre-feet. A Person designated as a Minimal Producer whose annual Production exceeds ten (10) acre-feet in any Year following the date of entry of Judgment is no longer a Minimal Producer.

(Exhibit 1, para. 4, subdivision "q.")

Any Minimal Producer whose annual Production exceeds ten (10) acre-feet in any

---

<sup>1</sup> On December 5, 2002, the Judgment was amended to indicate it is not applicable to a particular group of defendants.



1 Year following the date of entry of Judgment shall be made a party pursuant to  
2 Paragraph 12 and shall be subject to Administrative, Replacement Water, Makeup Water  
3 and Biological Resources Assessment.

4 (Exhibit 1, 5:1-5; emphasis added.)

5 19. Paragraph 12 of the Judgment provides:

6 Because of the existence of Overdraft, any Production outside the framework of this  
7 Judgment and Physical Solution will contribute to an increased Overdraft, potentially  
8 damage the Mojave Basin Area and public interests in the Basin Area, injure the rights  
9 of all Parties, and interfere with the Physical Solution. Watermaster shall bring an action  
10 or a motion to enjoin any Production that is not pursuant to the terms of this Judgment.

11 (Emphasis added.)

12 20. The MWA has now identified persons who are not presently parties to the groundwater  
13 adjudication in *City of Barstow*, but own or use real properties within the boundaries of the  
14 adjudicated Mojave Basin Area and are producing, or allowing others to produce on such real  
15 properties more than 10 acre-feet of groundwater annually (hereafter "Non-Minimal Producer  
16 Defendants"). As indicated in paragraph 26 below, some of these same persons also are  
17 unlawfully cultivating, or allowing others to unlawfully cultivate cannabis on the respective  
18 properties owned or used by them; accordingly, they have dual designations herein as both Non-  
19 Minimal Producer Defendants and Cannabis Grower Defendants. The MWA is informed and  
20 believes and, based thereon, alleges that the Non-Minimal Producer Defendants include  
21 defendants, Antonio Rosas, Tony Doung aka Tony Ly Thoc Doung, Jie Dong, Henghe LLC (a  
22 California limited liability company), Alexluu Ho, Liya Liu, King Adventure Farms and Ranch  
23 LLC (a California limited liability company), Jierong Lin, Cresencio Ramirez, Victoria Ramirez,  
24 Augustin Rodriquez, Ana Marie Marquez, Quan Phu, Amanda Qiaogun Baxter, Huawen Yang,  
25 Michael Ung Quoc, Biao Chen, Xiaolan Du, Fuhong Huang, Shuteng Du, Suzie Linxuzi Liu,  
26 Kong Zang Ni, J Sanchez aka J Trinidad Munoz Sanchez, Shunxing Weng, Xiangmao Wu,  
27 Wenci Xiao, Jingzhe Zhao, Xiuli Xue, Zhiwei Zhao, Dequan Li, Yaunqing Zhang, Jose Luis  
28 Jaime, Ran Hee Paeng, The Chin Family Life Estate Trust, Chung Won Kim, Jose De Jesus

COMPLAINT FOR ADJUDICATION OF RIGHTS TO PRODUCE AND USE GROUNDWATER IN THE MOJAVE  
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1 Ayon, Felicitas Ayon, Josefina Perez, Abel Perez, Norma Carvajal, Salvador Ayon, Jiyeon K.  
2 Song, Jilin Xiao, Xiaoli Dang, Jae Chang Joo, Ran Sook Jung, En A Choi, The Fasoja Living  
3 Trust, Mingxiang Sun, Come Mission Inc., Jasper Young Kim, Joy Boonwha Kim, Chong Chol  
4 Kim, Kyung Kim, Vincenzo Cappelino, Theresa Cappelino, Raul Ovidio Prudencio (Trustee of  
5 the Raul O Prudencio Living Trust), Young Hee Lee, Wayne Thomas Schaefer, Steven Richard  
6 Schaefer, Cheryl Ann Schaefer, **Shadow Mountain Ranch**, as more particularly referenced in  
7 paragraph 34 below, and other persons who have not yet been identified.

8 21. The purpose and objective of the Physical Solution provided for in the Judgment in *City*  
9 *of Barstow* "is to establish a legal and practical means for making the maximum reasonable  
10 beneficial use of the waters of the Basin Area . . ." (Judgment, para. 20, Exhibit 1 hereto;  
11 emphasis added.)

12 22. Section 84.34.030 of the San Bernardino County Code prohibits the operation of  
13 commercial cannabis activity, and specifically provides:

14 It shall be unlawful for any person to conduct, cause to be conducted, or permit to be  
15 conducted, a commercial cannabis activity within the unincorporated area of the County.

16 23. Section 84.34.020(e) of the County Code defines "commercial cannabis activity" as:

17 Any enterprise or activity, whether or not for profit, gain or benefit, concerning the  
18 cultivation, production, storage, processing, manufacture, dispensing, delivery,  
19 distribution, laboratory testing, transportation, provision, or sale of cannabis or cannabis  
20 products, for medical purposes or otherwise.

21 24. Section 84.34.020(f) of the County Code defines "cultivation" as "Any activity involving  
22 the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis . . ."

23 25. Use of the limited water supply in the Mojave Basin Area to unlawfully cultivate  
24 cannabis plants is not a reasonable or beneficial use and, therefore, should be enjoined and  
25 prohibited to prevent further overdraft of the Basin and to protect and preserve the limited water  
26 supply within the Basin.

27 26. The MWA has now identified persons who are not presently parties to the groundwater  
28 adjudication in *City of Barstow*, but are producing or using groundwater in the Mojave Basin

COMPLAINT FOR ADJUDICATION OF RIGHTS TO PRODUCE AND USE GROUNDWATER IN THE MOJAVE  
GROUNDWATER BASIN; TO IMPLEMENT PROVISIONS OF JUDGMENT PREVIOUSLY ENTERED;  
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1 Area for the unlawful cultivation of cannabis ("Cannabis Grower Defendants"). Those persons  
2 include Antonio Rosas, Tony Doung aka Tony Ly Thoc Doung, Jie Dong, Henghe LLC (a  
3 California limited liability company), Alexluu Ho, Liya Liu, King Adventure Farms and Ranch  
4 LLC (a California limited liability company), Jierong Lin, Cresencio Ramirez, Victoria Ramirez,  
5 Augustin Rodriquez, Ana Marie Marquez, Quan Phu, Amanda Qiaogun Baxter, Huawen Yang,  
6 Michael Ung Quoc, Biao Chen, Xiaolan Du, Fuhong Huang, Shuteng Du, Suzie Linxuzi Liu,  
7 Kong Zang Ni, J Sanchez aka J Trinidad Munoz Sanchez, Shunxing Weng, Xiangmao Wu,  
8 Wenci Xiao, Jingzhe Zhao, Xiuli Xue, Zhiwei Zhao, Dequan Li, Yaunqing Zhang, Jose Luis  
9 Jaime, Mingxiang Sun, as more particularly referenced in paragraph 18 below, and other  
10 Cannabis Grower Defendants who have not yet been identified.

11 27. The persons identified as Non-Minimal Producers (excluding therefrom, however, the  
12 Cannabis Grower Defendants) should be required to either establish and prove-up their water  
13 rights, if they have any, or stipulate to the Physical Solution in the Judgment. Otherwise, the  
14 Non-Minimal Producers should be enjoined from producing any groundwater in the Mojave  
15 Basin Area, unless they pay for the cost of supplemental replacement water imported by the  
16 MWA into the Mojave Basin Area in quantities at least equal to the quantities of groundwater  
17 produced by them. The Non-Minimal Producers also should be required to contribute to the  
18 management and preservation of the groundwater by paying Administrative, Replacement  
19 Water, Makeup Water and Biological Resources Assessments (as described below).

20 28. The Cannabis Grower Defendants should be required to establish and prove-up their  
21 water rights, if they have any. If they do, they should be subject to Administrative, Replacement  
22 Water, Makeup Water and Biological Resources Assessments. If they do not, they should be  
23 enjoined and prohibited from producing or using groundwater for any purpose. In the event any  
24 Cannabis Grower Defendant is able to establish and prove-up a water right, the Cannabis  
25 Grower Defendant should nonetheless be enjoined and prohibited from using groundwater in  
26 the Mojave Basin Area for the unlawful cultivation of cannabis, or for any other purpose that  
27 is not lawful, reasonable and beneficial.

28 29. Pursuant to the provisions of the Judgment referenced in paragraphs 18 and 19 above,  
COMPLAINT FOR ADJUDICATION OF RIGHTS TO PRODUCE AND USE GROUNDWATER IN THE MOJAVE  
GROUNDWATER BASIN; TO IMPLEMENT PROVISIONS OF JUDGMENT PREVIOUSLY ENTERED;  
AND FOR INJUNCTIVE RELIEF



1 the MWA sought leave in *City of Barstow* to further amend its cross-complaint in that action to  
2 name as additional cross-defendants therein the Non-Minimal Producers and Cannabis Grower  
3 Defendants named and identified herein. However, the Court in *City of Barstow* determined that  
4 a post-judgment cross-complaint could not be used for this purpose, stating in pertinent part in  
5 its ruling that:

6 The Court is sympathetic to the desire to coordinate the on-going enforcement of the  
7 judgments in this action with the Agency's efforts to bring non-party producers within  
8 the scope of the stipulated judgment. The court can also appreciate the Agency's desire  
9 to take advantage of the experience that this Court has gained over the last several years  
10 concerning the physical solution imposed by the judgment and the issues with the annual  
11 adjustment of production rights. However, those conveniences and whatever efficiencies  
12 result from the Court's experience are not foreclosed as a result of this ruling. *Were the*  
13 *Agency to bring a new action in San Bernardino County, where venue would be proper,*  
14 *and then petition for coordination with this action, the same advantages could be*  
15 *achieved.* (Emphasis added.)

16 30. Therefore, this action is filed in the San Bernardino Superior Court, and the MWA will  
17 seek to have this action: (a) coordinated with the *City of Barstow* action: and (b) assigned to the  
18 same judge in Riverside County Superior Court to which the *City of Barstow* action is presently  
19 assigned.

20 31. Any conduct of any defendant named or identified herein that is unlawful or contrary to  
21 the terms of the Judgment in *City of Barstow*, unless and until enjoined and restrained by order  
22 or judgment in this action, will cause additional overdrafting of the groundwater in the Mojave  
23 Basin Area, and great and irreparable injury to the rights of the parties to the Judgment.

24 32. The MWA and the existing stakeholders and parties to the Judgment have no adequate  
25 remedy at law for the injuries that are being suffered and will be suffered, as it will be  
26 impossible for the MWA and the Mojave Basin Area stakeholders to determine the precise  
27 amount of damage that will be suffered if the conduct of the defendants named herein is not  
28 regulated and restrained, as aforesaid. Additionally, the Judgment specifically authorizes the

COMPLAINT FOR ADJUDICATION OF RIGHTS TO PRODUCE AND USE GROUNDWATER IN THE MOJAVE  
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1 MWA to bring "an action" to enjoin any Production that is not pursuant to the terms of the  
2 Judgment, and to join in this action any person who produces annually more than 10 acre-feet  
3 of groundwater.

4  
5 **FIRST CAUSE OF ACTION**

6 **(Comprehensive Adjudication and Physical Solution – against all Defendants named or**  
7 **identified herein, including Does 1 through 2000)**

8 33. The MWA incorporates by reference the allegations in paragraphs 1 through 32 above.

9 34. The MWA is informed and believes, and based thereon alleges that:

10 a. Antonio Rosas, whose residential address is 12575 Hacienda Road, Phelan, CA  
11 92371-9571 and/or 10826 7<sup>th</sup> Avenue, Hesperia, CA 92345-2358, is the owner of  
12 APNs 0448-591-15-000, 0453-471-06-000, 0461-161-06-000, 3130-091-09-000,  
13 3131-351-06-000, and 3200-361-08-000 (collectively, "the Property") located  
14 within the Mojave Basin Area and, by use of a water well or water wells located  
15 on the Property, is producing or allowing other persons to produce annually more  
16 than 10 acre-feet of groundwater and, also, is unlawfully cultivating cannabis  
17 plants on the Property, or allowing other persons to do so;

18 b. Tony Doung aka Tony Ly Thoc Doung, whose residential address is 2230 Gates  
19 Street, Los Angeles, CA 90031-2906, is the owner of APN 0452-371-02-000  
20 ("the Property") located within the Mojave Basin Area and, by use of a water well  
21 or water wells located on the Property, is producing or allowing other persons to  
22 produce annually more than 10 acre-feet of groundwater and, also, is unlawfully  
23 cultivating cannabis plants on the Property, or allowing other persons to do so;

24 c. Jie Dong, whose residential address is 4618 Peck Road Unit B, El Monte, CA  
25 91732-4825, is the owner of APN 0461-021-08-000 ("the Property") located  
26 within the Mojave Basin Area and, by use of a water well or water wells located  
27 on the Property, is producing or allowing other persons to produce annually more  
28 than 10 acre-feet of groundwater and, also, is unlawfully cultivating cannabis

**COMPLAINT FOR ADJUDICATION OF RIGHTS TO PRODUCE AND USE GROUNDWATER IN THE MOJAVE  
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1 plants on the Property, or allowing other persons to do so;

2 d. Henghe LLC, a California limited liability company, whose registered agent for  
3 service is Tingliang Huang, 22632 Goldensprings Drive Unit 340, Diamond Bar,  
4 CA 91765 or 15751 Gilbert Court, Victorville, CA92394-6725, is the owner of  
5 APNs 0457-061-06-000, 0457-061-07-000, 0457-061-13-000, and 0457-061-34-  
6 000 ("the Property") located within the Mojave Basin Area and, by use of a water  
7 well or water wells located on the Property, is producing or allowing other  
8 persons to produce annually more than 10 acre-feet of groundwater and, also, is  
9 unlawfully cultivating cannabis plants on the Property, or allowing other persons  
10 to do so;

11 e. Alexhu Ho and Liya Liu, whose residential address is 1306 S Raymond Avenue,  
12 Alhambra, CA91803-2339, are the owners of APN 0457-081-12-000 ("the  
13 Property") located within the Mojave Basin Area and, by use of a water well or  
14 water wells located on the Property, is producing or allowing other persons to  
15 produce annually more than 10 acre-feet of groundwater and, also, is unlawfully  
16 cultivating cannabis plants on the Property, or allowing other persons to do so;

17 f. King Adventure Farms and Ranch LLC, is a California limited liability company,  
18 whose registered agent for service is Mark King, 4797 West Phillips Street,  
19 Ontario, CA91762, is the owner of APNs 3131-101-01-000 and 3200-551-01-000  
20 ("the Property") located within the Mojave Basin Area and, by use of a water well  
21 or water wells located on the Property, is producing or allowing other persons to  
22 produce annually more than 10 acre-feet of groundwater and, also, is unlawfully  
23 cultivating cannabis plants on the Property, or allowing other persons to do so;

24 g. Jierong Lin, whose residential address is 355 Frankfort Street, Daly City,  
25 CA94014-1318, is the owner of APN 0461-085-08-000 ("the Property") located  
26 within the Mojave Basin Area and, by use of a water well or water wells located  
27 on the Property, is producing or allowing other persons to produce annually more  
28 than 10 acre-feet of groundwater and, also, is unlawfully cultivating cannabis

plants on the Property, or allowing other persons to do so;

h. Cresencio Ramirez and Victoria Ramirez, whose residential address is 10750 Bennett Drive, Fontana, CA92337-7549, are the owners of APNs 0457-082-19-000, 0457-112-14-000, 0457-112-24-000, 0457-122-23-000, and 0457-122-39-000 ("the Property") located within the Mojave Basin Area and, by use of a water well or water wells located on the Property, are producing or allowing other persons to produce annually more than 10 acre-feet of groundwater and, also, are unlawfully cultivating cannabis plants on the Property, or allowing other persons to do so;

I. Agustin Rodriquez, whose residential address is 222 Grandview Lane, Grants Pass, OR97527-5324, is the owner of APN 0457-113-46-000 ("the Property") located within the Mojave Basin Area and, by use of a water well or water wells located on the Property, is producing or allowing other persons to produce annually more than 10 acre-feet of groundwater and, also, is unlawfully cultivating cannabis plants on the Property, or allowing other persons to do so;

j. Ana Marie Marquez, whose residential address is 24577 Monterey Avenue, San Bernardino, CA92410-4943, is the owner of APN 0450-041-12-000 ("the Property") located within the Mojave Basin Area and, by use of a water well or water wells located on the Property, is producing or allowing other persons to produce annually more than 10 acre-feet of groundwater and, also, is unlawfully cultivating cannabis plants on the Property, or allowing other persons to do so;

k. Quan Phu, whose residential address is 11807 Allisonville Road #158, Fishers, IN26038-2313, is the owner of APN 0452-081-69-000 ("the Property") located within the Mojave Basin Area and, by use of a water well or water wells located on the Property, is producing or allowing other persons to produce annually more than 10 acre-feet of groundwater and, also, may be unlawfully cultivating cannabis plants on the Property, or allowing other persons to do so;

l. Amanda Qiaogun Baxter, whose residential address is 10026 Friesian Estates

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1 Drive, Spring, TX77379-1415, is the owner of APNs 0457-073-01-000, 0457-  
2 392-02-000, 0457-392-06-000, and 3099-151-01-000 ("the Property") located  
3 within the Mojave Basin Area and, by use of a water well or water wells located  
4 on the Property, is producing or allowing other persons to produce annually more  
5 than 10 acre-feet of groundwater and, also, may be unlawfully cultivating  
6 cannabis plants on the Property, or allowing other persons to do so;

7 m. Huawen Yang and Michael Ung Quoc, whose residential address is 3715  
8 Elderberry Circle, Corona, CA 92882-7990, and Johnson Yu Chang, Yu-Chuan  
9 Jennifer Chang, Chrisine Yu Chang, whose residential address is 752 Vineland  
10 Avenue, La Puente, CA91746-1913, are the owners of APN 0457-113-33-000  
11 ("the Property") located within the Moave Basin Area and, by use of a water well  
12 or water wells located on the Property, are producing or allowing other persons  
13 to produce annually more than 10 acre-feet of groundwater and, also, may be  
14 unlawfully cultivating cannabis plants on the Property, or allowing other persons  
15 to do so;

16 n. Biao Chen, whose residential address is 14442 Estella Street, Baldwin Park,  
17 CA91706-2624, is the owner of APN 3200-441-01-000 ("the Property") located  
18 within the Mojave Basin Area and, by use of a water well or water wells located  
19 on the Property, is producing or allowing other persons to produce annually more  
20 than 10 acre-feet of groundwater and, also, may be unlawfully cultivating  
21 cannabis plants on the Property, or allowing other persons to do so;

22 o. Xiaolan Du, whose residential address is 10930 Basye Street, Unit E, El Monte,  
23 CA91731-1689, is the owner of APN 0457-061-22-000 ("the Property") located  
24 within the Mojave Basin Area and, by use of a water well or water wells located  
25 on the Property, is producing or allowing other persons to produce annually more  
26 than 10 acre-feet of groundwater and, also, may be unlawfully cultivating  
27 cannabis plants on the Property, or allowing other persons to do so;

28 p. Fuhong Huang, whose residential address is 1710 S. Del Mar Avenue, San

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1 Gabriel, CA91776-3852, is the owner of APN0461-201-02-000 ("the Property")  
2 located within the Mojave Basin Area and, by use of a water well or water wells  
3 located on the Property, is producing or allowing other persons to produce  
4 annually more than 10 acre-feet of groundwater and, also, may be unlawfully  
5 cultivating cannabis plants on the Property, or allowing other persons to do so;

6 q. Shuteng Du, whose residential address is 1036 E. Main Street, Alhambra, CA  
7 91801-4109, is the owner of APN 0458-291-04-000 ("the Property") located  
8 within the Mojave Basin Area and, by use of a water well or water wells located  
9 on the Property, is producing or allowing other persons to produce annually more  
10 than 10 acre-feet of groundwater and, also, may be unlawfully cultivating  
11 cannabis plants on the Property, or allowing other persons to do so;

12 r. Suzie Linxiuzi Liu, whose residential address is 13291 Dancy Street, Eastvale,  
13 CA92880-3111 is the owner of APN 0458-082-19-000 ("the Property") located  
14 within the Mojave Basin Area and, by use of a water well or water wells located  
15 on the Property, is producing or allowing other persons to produce annually more  
16 than 10 acre-feet of groundwater and, also, may be unlawfully cultivating  
17 cannabis plants on the Property, or allowing other persons to do so;

18 s. Kong Zang Ni, whose residential address is 1362 Ellon Street, El Mirage,  
19 CA92301, is the owner of APNs 3131-201-01-000, 3200-361-11-000, 3200-601-  
20 04-000 ("the Property") located within the Mojave Basin Area and, by use of a  
21 water well or water wells located on the Property, is producing or allowing other  
22 persons to produce annually more than 10 acre-feet of groundwater and, also, may  
23 be unlawfully cultivating cannabis plants on the Property;

24 t. J Sanchez aka J Trinidad Munoz Sanchez, whose residential address is 350 S.  
25 Willow Avenue, SPC 63, Rialto, CA92376-6342, is the owner of APN 3100-291-  
26 05-000 ("the Property") located within the Mojave Basin Area and, by use of a  
27 water well or water wells located on the Property, is producing or allowing other  
28 persons to produce annually more than 10 acre-feet of groundwater and, also, may



1 be unlawfully cultivating cannabis plants on the Property, or allowing other  
2 persons to do so;

3 u. Shunxing Weng, whose residential address is 135 W. Newmark Avenue,  
4 Apartment A, Monterey Park, CA 91754-3396, is the owner of APN 0457-013-20-  
5 000 ("the Property") located within the Mojave Basin Area and, by use of a water  
6 well or water wells located on the Property, is producing or allowing other  
7 persons to produce annually more than 10 acre-feet of groundwater and, also, may  
8 be unlawfully cultivating cannabis plants on the Property, or allowing other  
9 persons to do so;

10 v. Xiangmao Wu, whose residential address is 20650 Sheep Creek Road, El Mirage,  
11 CA 92301-9533, is the owner of APN 0457-041-14-000 ("the Property") located  
12 within the Mojave Basin Area and, by use of a water well or water wells located  
13 on the Property, is producing or allowing other persons to produce annually more  
14 than 10 acre-feet of groundwater and, also, may be unlawfully cultivating  
15 cannabis plants on the Property, or allowing other persons to do so;

16 w. Wencui Xiao, whose residential address is 1888 Berryhill Drive, Chino Hills,  
17 CA 91709-5937, is the owner of APN 0461-072-69-000 ("the Property") located  
18 within the Mojave Basin Area and, by use of a water well or water wells located  
19 on the Property, is producing or allowing other persons to produce annually more  
20 than 10 acre-feet of groundwater and, also, may be unlawfully cultivating  
21 cannabis plants on the Property, or allowing other persons to do so;

22 x. Jingzhe Zhao and Xiuli Xue, whose residential address is 408 S. Electric Avenue,  
23 Alhambra, CA 91803-1628, are the owners of APN 0457-021-43-000 ("the  
24 Property") located within the Mojave Basin Area and, by use of a water well or  
25 water wells located on the Property, is producing or allowing other persons to  
26 produce annually more than 10 acre-feet of groundwater and, also, may be  
27 unlawfully cultivating cannabis plants on the Property, or allowing other persons  
28 to do so;

1 y. Zhiwei Zhao, whose residential address is 6831 Padova Court, Rancho  
2 Cucamonga, CA91701-8535, is the owner of APN 3200-351-02-000 ("the  
3 Property") located within the Mojave Basin Area and, by use of a water well or  
4 water wells located on the Property, is producing or allowing other persons to  
5 produce annually more than 10 acre-feet of groundwater and, also, may be  
6 unlawfully cultivating cannabis plants on the Property, or allowing other persons  
7 to do so;

8 z. Dequan Li and Yuanqing Zhang, whose residential address is 23605 Ridgecrest  
9 Court, Diamond Bar, CA91765-6108, are the owners of APN 3099-261-01-000  
10 ("the Property") located within the Mojave Basin Area and, by use of a water well  
11 or water wells located on the Property, is producing or allowing other persons to  
12 produce annually more than 10 acre-feet of groundwater and, also, may be  
13 unlawfully cultivating cannabis plants on the Property, or allowing other persons  
14 to do so;

15 aa. Jose Luis Jaime, whose residential address is 55346 Pipes Canyon Road, Yucca  
16 Valley, CA92284-4505 or 11624 Midway Avenue, Lucerne Valley, CA92356-  
17 8778, is the owner of APNs 0450-025-04-000 and 0450-025-22-000 ("the  
18 Property") located within the Mojave Basin Area and, by use of a water well or  
19 water wells located on the Property, is producing or allowing other persons to  
20 produce annually more than 10 acre-feet of groundwater and, also, may be  
21 unlawfully cultivating cannabis plants on the Property, or allowing other persons  
22 to do so;

23 ab. Ran Hee Paeng, whose residential address is 12775 Ivanhoe Road, Lucerne  
24 Valley, CA92356-8294, is the owner of APN 0464-141-29-000 ("the Property")  
25 located within the Mojave Basin Area and, by use of a water well or water wells  
26 located on the Property, is producing or allowing other persons to produce  
27 annually more than 10 acre-feet of groundwater;

28 ac. The Chin Family Life Estate Trust, whose address is 15648 Meridian Road,  
COMPLAINT FOR ADJUDICATION OF RIGHTS TO PRODUCE AND USE GROUNDWATER IN THE MOJAVE  
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1 Lucerne Valley, CA92356-9008, is the owner of APN 0453-062-69-000 ("the  
2 Property") located within the Mojave Basin Area and, by use of a water well or  
3 water wells located on the Property, is producing or allowing other persons to  
4 produce annually more than 10 acre-feet of groundwater;

5 ad. Chung Won Kim, whose residential address is 15565 Meridian Road Lucerne  
6 Valley, CA 92356-7030, is the owner of APN 0453-032-64-000 ("the Property")  
7 located within the Mojave Basin Area and, by use of a water well or water wells  
8 located on the Property, is producing or allowing other persons to produce  
9 annually more than 10 acre-feet of groundwater;

10 ae. Jose De Jesus Ayon, Felicitas Ayon, Josefina Perez, Abel Perez, Norma Carvajal,  
11 and Salvador Ayon whose residential address is 752 Vineland Avenue, La Puente,  
12 CA91746-1913, are the owners of APN 0457-241-36-000 ("the Property") located  
13 within the Mojave Basin Area and, by use of a water well or water wells located  
14 on the Property, is producing or allowing other persons to produce annually more  
15 than 10 acre-feet of groundwater;

16 af. Jiyeon K. Song, whose residential address is 183 Lockford, Irvine, CA92602-  
17 0952, is the owner of APN 3099-171-21-000 ("the Property") located within the  
18 Mojave Basin Area and, by use of a water well or water wells located on the  
19 Property, is producing or allowing other persons to produce annually more than  
20 10 acre-feet of groundwater;

21 ag. Jilin Xiao and Xiaoli Dang, whose residential address is 43 Lyndhurst, Irvine,  
22 CA92620-2141, are the owners of APN 0450-025-16-000 ("the Property") located  
23 within the Mojave Basin Area and, by use of a water well or water wells located  
24 on the Property, is producing or allowing other persons to produce annually more  
25 than 10 acre-feet of groundwater;

26 ah. Jae Chang Joo and Ran Sook Jung, whose residential address is 1234 Western  
27 Avenue, Los Angeles, CA90006 and/or 2530 W 18<sup>th</sup> Street, Los Angeles,  
28 CA90019-6214, are the owners of APNs 0452-121-24-000 and 0452-121-25-000

1 ("the Property") located within the Mojave Basin Area and, by use of a water well  
2 or water wells located on the Property, is producing or allowing other persons to  
3 produce annually more than 10 acre-feet of groundwater;

4 ai. En A Choi, whose residential address is 14117 S. Ainsworth Street, Gardena,  
5 CA90247-2131, is the owner of APNs 0451-111-10-000 and 0452-051-45-000  
6 ("the Property") located within the Mojave Basin Area and, by use of a water well  
7 or water wells located on the Property, is producing or allowing other persons to  
8 produce annually more than 10 acre-feet of groundwater;

9 aj. The Fasoja Living Trust, whose residential address is P.O. Box 2847, Apple  
10 Valley, CA92307-0054, is the owner of APN 0449-131-11-000 ("the Property")  
11 located within the Mojave Basin Area and, by use of a water well or water wells  
12 located on the Property, is producing or allowing other persons to produce  
13 annually more than 10 acre-feet of groundwater;

14 ak. Mingxiang Sun, whose residential address is 225 N. Baltimore Avenue, Apt B,  
15 Monterey Park, CA91754-1672, is the owner of APN 3101-041-04-000 ("the  
16 Property") located within the Mojave Basin Area and, by use of a water well or  
17 water wells located on the Property, is producing or allowing other persons to  
18 produce annually more than 10 acre-feet of groundwater, and also may be  
19 cultivating cannabis plants on the Property, or allowing other persons to do so;

20 al. Come Mission Inc., whose registered agent for service is Minkyong Jung, and  
21 whose address is 1520 James M Wood Blvd., Los Angeles, CA90015-1110, is the  
22 owner of APN 0451-132-09-000 ("the Property") located within the Mojave  
23 Basin Area and, by use of a water well or water wells located on the Property, is  
24 producing or allowing other persons to produce annually more than 10 acre-feet  
25 of groundwater;

26 am. Jasper Young Kim and Joy Boonwha Kim, whose residential address is 2665  
27 Amber Wood Place, Thousand Oaks, CA91362-1231, is the owner of APN 0451-  
28 424-01-000 ("the Property") located within the Mojave Basin Area and, by use



1 of a water well or water wells located on the Property, is producing or allowing  
2 other persons to produce annually more than 10 acre-feet of groundwater;

3 an. Chong Chol Kim and Kyung Kim, whose residential address is 9494 Baker Road,  
4 Lucerne Valley, CA7290, are the owners of APNs 0451-146-12-000 and 0451-  
5 146-36-000 ("the Property") located within the Mojave Basin Area and, by use  
6 of a water well or water wells located on the Property, is producing or allowing  
7 other persons to produce annually more than 10 acre-feet of groundwater;

8 ao. Vincenzo Cappelino and Theresa Cappelino, whose residential address is 13571  
9 Choco Road, Apple Valley, CA92308-4545, are the owners of APN 0450-163-24-  
10 000 ("the Property") located within the Mojave Basin Area and, by use of a water  
11 well or water wells located on the Property, is producing or allowing other  
12 persons to produce annually more than 10 acre-feet of groundwater;

13 ap. Raul Ovidio Prudencio, Trustee of The Raul O Prudencio Living Trust, whose  
14 residential address is 10880 Kendall Road, Lucerne Valley, CA92356-9303, is the  
15 owner of APNs 0451-481-04-000 and 0451-031-14-000 ("the Property") located  
16 within the Mojave Basin Area and, by use of a water well or water wells located  
17 on the Property, is producing or allowing other persons to produce annually more  
18 than 10 acre-feet of groundwater;

19 aq. Young Hee Lee, whose address is P.O. Box 1367, Lucerne Valley, CA 92356-  
20 1367, is the owner of APN 0450-162-01-000 ("the Property") located within the  
21 Mojave Basin Area and, by use of a water well or water wells located on the  
22 Property, is producing or allowing other persons to produce annually more than  
23 10 acre-feet of groundwater;

24 ar. Wayne Thomas Schaefer, Steven Richard Schaefer, and Cheryl Ann Schaefer  
25 whose residential address is 20901 E. Walnut Canyon Road, Walnut, CA 91789-  
26 5004, are the owners of APNs 0449-111-10-000 and 0451-146-04-000 ("the  
27 Property") located within the Mojave Basin Area and, by use of a water well or  
28 water wells located on the Property, are producing or allowing other persons to



1 produce annually more than 10 acre-feet of groundwater.

2 as. Plaintiff is informed and believes, and based thereon alleges that: Shadow  
3 Mountain Ranch LLC, is a California registered limited liability company  
4 established in the state of Colorado; the Manager of Shadow Mountain  
5 Ranch LLC, Timothy Walsh, resides in Lake Forest, Illinois. Plaintiff is  
6 further informed and believes, and based thereon alleges that: Shadow  
7 Mountain Ranch is the owner of APN 0489-161-11-000 ("the Property")  
8 located within the Centro Subarea of the adjudicated Mojave Basin Area in  
9 the County of San Bernardino, and by use of water wells located on said  
10 property produces more than 10 acre-feet of groundwater annually; the  
11 groundwater and aquifers beneath SMR's property are part of the natural  
12 water supply for the Centro Subarea, and are not "supplemental water" as  
13 that term is defined in the *City of Barstow* action.

14 35. The MWA is informed and believes, and based thereon alleges that the Non-Minimal  
15 Producer Defendants and the Cannabis Grower Defendants are extracting and/or using Mojave  
16 Basin Area groundwater, and claim rights to extract and/or use groundwater from or in the  
17 Mojave Basin Area.

18 36. The MWA is further informed and believes, and based thereon alleges that as a result of  
19 over pumping and the continuing and ever increasing drought conditions, and the resulting  
20 depletion in groundwater storage in the Mojave Basin Area, there may be no presently viable  
21 means to cure the overdraft through artificial recharge or other supply augmentation strategies.

22 37. Disputes have arisen, and there are competing claims regarding the respective rights and  
23 priorities of parties to this action and *City of Barstow* to extract and use water from the  
24 groundwater in the Mojave Basin Area.

25 38. This action is necessary to implement the aforesaid provisions of the Judgment in *City*  
26 *of Barstow* and, in connection therewith, to determine and adjudicate groundwater rights of the  
27 additional parties to this action, including continuing jurisdiction, and for sustainable  
28 management of the groundwater in the Mojave Basin Area, consistent with: common law water



1 rights; Article X, section 2 of the California Constitution; and the Judgment entered in *City of*  
2 *Barstow*.

3 39. Based upon the provisions of the Judgment in *City of Barstow*, and the Mojave Basin  
4 Area's condition of long-term overdraft and depletion of groundwater storage, this court should  
5 require the defendants named or identified herein to establish and prove-up their rights to  
6 produce or use groundwater in the Mojave Basin Area, if any they have, or alternatively to  
7 stipulate to the Judgment's Physical Solution in *City of Barstow*; to cease and desist from any  
8 use of groundwater in the Mojave Basin Area that is not lawful, reasonable and beneficial, and  
9 is not consistent with the provisions of the Judgment and the need to manage the limited  
10 groundwater in the Mojave Basin Area in a way that is sustainable; and, to those ends and for  
11 those purposes, to be subject to Administrative, Replacement Water, Makeup Water and  
12 Biological Resources Assessments, as defined below.

13 40. The Administrative Assessment to which the defendants in this action are to be subject  
14 is to fund the Administrative Budget adopted by the MWA as Watermaster pursuant to  
15 Paragraph 24(j) of the Judgment in *City of Barstow*, and shall be levied uniformly against each  
16 acre foot of Production. A defendant who does not Produce in a given Year shall pay an  
17 Administrative Assessment in amount equal to the lowest MWA assessment for Minimal  
18 Producers for that Year.

19 41. The Replacement Water Assessments to which the defendants in this action are to be  
20 subject shall be levied against each Producer on account of such Producer's Production, after  
21 any adjustment pursuant to Paragraph 24(g) of the Judgment in *City of Barstow*, in excess of  
22 such Producer's share of the Free Production Allowance (as defined in the Judgment) in each  
23 subarea during the prior year.

24 42. The Makeup Water Assessments to which the defendants in this action are to be subject  
25 shall be levied against each Producer in each subarea on account of each acre-foot of Production  
26 therein which does not bear a Replacement Assessment hereunder, after any adjustment pursuant  
27 to Paragraph 24(g) of the Judgment in *City of Barstow*, to pay all necessary costs to satisfy the  
28 Makeup Obligation (as defined in the Judgment), if any, of that subarea.



1 43. The Biological Resource Assessment to which the defendants in this action are to be  
2 subject is the amount needed to maintain the Biological Resource Trust Fund balance at one  
3 million dollars (in 1993 dollars) pursuant to Paragraph 24(x) and Exhibit "H" of the Judgment;  
4 a Biological Resource Assessment in an amount not to exceed fifty cents (in 1993 dollars) for  
5 each acre-foot of Production shall be levied uniformly against each Producer except the  
6 California Department of Fish & Game.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, THE MWA PRAYS FOR JUDGMENT AS FOLLOWS:

- 9 1. For judgment fixing the respective rights and relative priorities of the Non-Minimal  
10 Producer Defendants and the Cannabis Grower Defendants named and identified herein,  
11 including the Doe defendants, and their respective successors in interest, to the extraction and  
12 use of groundwater from the Mojave Basin Area, among all users of such groundwater;
- 13 2. To enjoin any use of groundwater in the Mojave Basin Area for the unlawful cultivation  
14 of cannabis, or for any other use that is not lawful, reasonable and beneficial as mandated by  
15 Article X, section 2 of the California Constitution;
- 16 3. For the continued imposition of a physical solution consistent with Article X, section 2  
17 of the California Constitution;
- 18 4. For this Court to retain jurisdiction over the parties and matters at issue for the purpose  
19 of enforcing the injunctive relief, physical solution, and judgment which will issue in this  
20 matter;
- 21 5. For costs of suit; and
- 22 6. For such other and further relief as the court deems just and proper.

23 Dated: January 31, 2024

**BRUNICK, McELHANEY & KENNEDY PLC**

24  
25 By: Leland P. McElhaney  
26 William J. Brunick  
27 Leland P. McElhaney  
28 Attorneys for Defendant/Cross-complainant,  
MOJAVE WATER AGENCY

COMPLAINT FOR ADJUDICATION OF RIGHTS TO PRODUCE AND USE GROUNDWATER IN THE MOJAVE  
GROUNDWATER BASIN; TO IMPLEMENT PROVISIONS OF JUDGMENT PREVIOUSLY ENTERED;  
AND FOR INJUNCTIVE RELIEF



# EXHIBIT 1

# **JUDGMENT AFTER TRIAL**

**JANUARY 10, 1996**

**MOJAVE BASIN AREA ADJUDICATION  
CITY OF BARSTOW, ET AL V. CITY OF ADELANTO, ET AL  
RIVERSIDE COUNTY SUPERIOR COURT CASE NO. 208568**

BRUNICK, ALVAREZ & BATTERSBY  
PROFESSIONAL LAW CORPORATION  
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FILED  
RIVERSIDE COUNTY

JAN 10 1996

William J. Brunick, (Bar No. 46289)  
Boyd L. Hill, (Bar No. 140435)

Attorneys for

Cross-Complainant  
MOJAVE WATER AGENCY

By *Y.A. Burns* Y.A. Burns  
Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF RIVERSIDE

CITY OF BARSTOW, et al,

Plaintiff,

v.

CITY OF ADELANTO, et al,

Defendant.

MOJAVE WATER AGENCY,

Cross-complainant,

v.

ANDERSON, RONALD H. et al,

Cross-defendants.

CASE NO. 208568

ASSIGNED TO JUDGE KAISER  
DEPT. 4 FOR ALL PURPOSES

JUDGMENT AFTER TRIAL

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10 Exhibit "A" - Map entitled, "Map showing Mojave Water  
 11 Agency, Mojave River, Mojave Basin Area and Hydrologic Subareas and  
 12 Limits of Adjudicated Area Together with Geologic and Other  
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13 Exhibit "B" - Tables entitled, "Table B-1: Table Showing  
 14 Base Annual Production, Base Annual Production Right of Each  
 15 Producer Within Each Subarea, and Free Production Allowance for  
 Subareas for First Five Years of the Judgment" and "Table B-2:  
 Table Showing Total Water Production for Aquaculture and  
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16 Exhibit "C" - Engineering Appendix.

17 Exhibit "D" - Time Schedules.

18 Exhibit "E" - List of Producers and Their Designees.

19 Exhibit "F" - Transfers of Base Annual Production Rights.

20 Exhibit "G" - Subarea Obligations.

21 Exhibit "H" - Biological Resource Mitigation.

22 Exhibit "I" - Map Showing Potential Groundwater Recharge  
 23 Areas

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1 I. INTRODUCTION

2 A. The Complaint. The original complaint herein was filed  
3 by the City of Barstow and Southern California Water Company  
4 (collectively "Plaintiffs") in San Bernardino Superior Court, North  
5 Desert District, on May 30, 1990 as Case No. BCV6672, and  
6 transferred to Riverside County Superior Court on November 27,  
7 1990. Plaintiffs allege that the cumulative water Production  
8 upstream of the City of Barstow Overdrafted the Mojave River  
9 system, and request an average Annual flow of 30,000 acre-feet of  
10 surface water to the City of Barstow area. The complaint also  
11 includes a request for a writ of mandate to require the Mojave  
12 Water Agency ("MWA") to act pursuant to its statutory authority to  
13 obtain and provide Supplemental Water for use within the Mojave  
14 Basin Area.

15 B. The MWA Cross-Complaint. On July 26, 1991, the MWA filed  
16 its first amended cross-complaint in this case. The MWA first  
17 amended cross-complaint and its ROE amendments name Producers who  
18 collectively claim substantially all rights of water use within the  
19 Mojave Basin Area, including Parties downstream of the City of  
20 Barstow. The MWA cross-complaint, as currently amended, requests  
21 a declaration that the available native water supply to the Mojave  
22 Basin Area (not including water imported from the California State  
23 Water Project) is inadequate to meet the demands of the combined  
24 Parties and requests a determination of the water rights of  
25 whatever nature within the MWA boundaries and the Mojave Basin  
26 Area. The MWA has named as Parties several hundred Producers  
27 within the Basin Area.

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1 C. The Arc Las Flores Cross-Complaint. On July 3, 1991, Arc  
2 Las Flores filed a cross-complaint for declaratory relief seeking  
3 a declaration of water rights of certain named cross-defendants and  
4 a declaration that the appropriative, overlying and riparian rights  
5 of Arc Las Flores be determined to be prior and paramount to any  
6 rights of the Plaintiffs and other appropriators.

7 D. Stipulation and Trial. On October 16, 1991, the Court  
8 ordered a litigation standstill. The purpose of the standstill was  
9 to give the parties time to negotiate a settlement and develop a  
10 solution to the overdraft existing in the Mojave River Basin.

11 A committee of engineers and attorneys, representing a variety  
12 of water users and interests throughout the Mojave River Basin, was  
13 created to develop a physical solution to the water shortage  
14 problem. The work of the committee resulted in a stipulated  
15 interlocutory order and judgment, which was entered by the court on  
16 September 23, 1993.

17 Several non-stipulating parties requested a trial. On April  
18 20, 1994, the Court issued a memorandum setting forth the trial  
19 issues. This cause came on regularly for trial on February 6,  
20 1995, and was tried in Department 4 of the above-entitled Court,  
21 the Honorable E. Michael Kaiser, Judge, Presiding, without a jury.  
22 Oral and documentary evidence was introduced on behalf of the  
23 respective parties and the cause was argued and submitted for  
24 decision.

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1 II. DECREE

2 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

3 A. JURISDICTION, PARTIES, DEFINITIONS.

4 1. Jurisdiction and Parties.

5 a. Jurisdiction. This Court has jurisdiction to  
6 enter Judgment declaring and adjudicating the rights to reasonable  
7 and beneficial use of water by the Parties in the Mojave Basin Area  
8 pursuant to Article X, Section 2 of the California Constitution.  
9 This Judgment constitutes an adjudication of water rights of the  
10 Mojave Basin Area pursuant to Section 37 of Chapter 2146 of  
11 Statutes of 1959 ("the MWA Act").

12 b. Parties. All Parties to the MWA cross-  
13 complaint are included in this Judgment. The MWA has notified  
14 those Persons claiming any right, title or interest to the natural  
15 waters within the Mojave Basin Area to make claims. Such notice  
16 has been given: 1) in conformity with the notice requirements of  
17 Water Code §§ 2500 et seq.; 2) pursuant to Section 37 of the MWA  
18 Act; and 3) pursuant to order of this Court. Subsequently, all  
19 Producers making claims have been or will be included as Parties.  
20 The defaults of certain Parties have been entered, and certain  
21 named cross-defendants to the MWA cross-complaint who are not  
22 Producers have been dismissed. All named Parties who have not been  
23 dismissed have appeared herein or have been given adequate  
24 opportunity to appear herein. The Court has jurisdiction of the  
25 subject matter of this action and of the Parties hereto.

26 c. Minimal Producers. There are numerous Minimal  
27 Producers in the Basin Area and their number is expected to  
28 increase in the future. In order to minimize the cost of

1 administering this Judgment and to assure that every Person  
2 producing water in the Basin Area participates fairly in the  
3 Physical Solution, MWA shall:

4           1. within one Year following entry of this  
5 Judgment, prepare a report to the Court: 1) setting forth the  
6 identity and verified Base Annual Production of each Minimal  
7 Producer in each Subarea of the Basin Area; and 2)  
8 recommending a proposed system of Minimal Producer  
9 Assessments. The system of Minimal Producer Assessments shall  
10 achieve an equitable allocation of the costs of the Physical  
11 Solution that are attributable to Production of verified Base  
12 Annual Production amounts by Minimal Producers in each Subarea  
13 to and among such Minimal Producers. Minimal Producer  
14 Assessments need not be the same for existing Minimal  
15 Producers as for future Minimal Producers.

16           ii. within one Year following entry of this  
17 Judgment, prepare a report to the Court setting forth a  
18 proposed program to be undertaken by MWA, pursuant to its  
19 statutory authority, to implement the proposed system of  
20 Minimal Producer Assessments. The Court may order MWA to  
21 implement the proposed program or, if MWA's statutory  
22 authority is inadequate to enable implementation, or if either  
23 the proposed program or the proposed system of Minimal  
24 Producer Assessments is unacceptable to the Court, the Court  
25 may then order MWA either to implement an alternative program  
26 or system, or in the alternative, to name all Minimal  
27 Producers as Parties to this litigation and to serve them for  
28 the purpose of adjudicating their water rights.

1 Any Minimal Producer whose Annual Production exceeds ten (10) acre-  
2 feet in any Year following the date of entry of Judgment shall be  
3 made a Party pursuant to Paragraph 12 and shall be subject to  
4 Administrative, Replacement Water, Makeup Water and Biological  
5 Resources Assessments. Any Minimal Producer who produced during  
6 the 1986-1990 period may become a Party pursuant to Paragraph 40  
7 with a Base Annual Production Right based on such Minimal  
8 Producer's verified Base Annual Production. To account properly  
9 for aggregate Production by Minimal Producers in each Subarea,  
10 Table B-1 of Exhibit B shall include an estimated aggregate amount  
11 of Base Annual Production by all Minimal Producers in each Subarea.  
12 The Base Annual Production of any Minimal Producer who becomes a  
13 Party shall be deducted from the aggregate amount and assigned to  
14 such Minimal Producer.

15 2. Physical and Legal Complexity. The physical and  
16 legal issues of the case as framed by the complaint and cross-  
17 complaints are extremely complex. Production of more than 1,000  
18 Persons producing water in the Basin Area has been ascertained. In  
19 excess of 1,000 Persons have been served. The water supply and  
20 water rights of the entire Mojave Basin Area and its hydrologic  
21 Subareas extending over 4000 square miles have been brought into  
22 issue. Most types and natures of water right known to California  
23 law are at issue in the case. Engineering studies by the Parties,  
24 jointly and severally, leading toward adjudication of these rights  
25 and a Physical Solution, have required the expenditure of over two  
26 Years' time and hundreds of thousands of dollars.

27 3. Need for a Declaration of Rights and Obligations and  
28 for Physical Solution. A Physical Solution for the Mojave Basin



1 Area based upon a declaration of water rights and a formula for  
2 Intra- and Inter-Subarea allocation of rights and obligations is  
3 necessary to implement the mandate of Article X, Section 2 of the  
4 California Constitution and California water policy. Such Physical  
5 Solution requires the definition of the individual rights of all  
6 Producers within the Basin Area in a manner which will equitably  
7 allocate the natural water supplies and which will provide for  
8 equitable sharing of costs for Supplemental Water. Nontributary  
9 supplemental sources of water are or will be available in amounts,  
10 which when combined with water conservation, water reclamation,  
11 water transfers, and improved conveyance and distribution methods  
12 within the Basin Area, will be sufficient in quantity and quality  
13 to assure implementation of a Physical Solution. Sufficient  
14 information and data are known to formulate a reasonable and just  
15 allocation of existing water supplies as between the hydrologic  
16 Subareas within the Basin Area and as among the water users within  
17 each Subarea. Such Physical Solution will allow the public water  
18 supply agencies and individual water users within each hydrologic  
19 Subarea to proceed with orderly water resource planning and  
20 development. It will be necessary for MWA to construct conveyance  
21 facilities to implement the Physical Solution. Absent the  
22 construction of conveyance facilities, some Subareas may be  
23 deprived of an equitable share of the benefits made possible by the  
24 Physical Solution. Accordingly, this Physical Solution mandates  
25 the acquisition or construction of conveyance facilities for  
26 importation and equitable distribution of Supplemental Water to the  
27 respective Subareas. Such construction is dependent on the  
28 availability of appropriate financing, and any such financing

1 assessed to the Parties will be based upon benefit to the Parties  
2 in accordance with the MWA Act.

3 4. Definitions. As used in this judgment, the  
4 following terms shall have the meanings herein set forth:

5 a. Afton - The United States Geological Survey gauging  
6 station "Mojave River at Afton, CA."

7 b. Annual or Year - As used in this Judgment refers to  
8 the Annual period beginning October 1 and ending  
9 September 30 of the following Year.

10 c. Aquaculture Water - Water so identified in Exhibit  
11 "B". Such water may be used only for fish breeding  
12 and rearing. The Annual Consumptive Use of such  
13 water in acre-feet is equal to the water surface  
14 area, in acres, of the fish rearing facilities  
15 multiplied by seven (feet).

16 d. Assessments - Those Assessments levied and  
17 collected pursuant to this judgment including  
18 Replacement Water, Makeup Water, Administrative and  
19 Biological Resource Assessments.

20 e. Barstow - The United States Geological Survey  
21 Gauging Station "Mojave River at Barstow, CA."

22 f. Base Annual Production - The verified maximum Year  
23 Production, in acre-feet, for each Producer for the  
24 five Year Period 1986-1990 as set forth in Table  
25 B-1 of Exhibit "B", except where otherwise noted  
26 therein. The maximum Year Production for each  
27 Producer was verified based on one or more of the  
28 following: flow meter readings, electrical power



1 or diesel usage records or estimated applied water  
2 duty. The Base Annual Production for recreational  
3 lakes in the Baja Subarea and for Aquaculture shall  
4 be equal either to the area of water surface  
5 multiplied by seven feet or to verified Production,  
6 whichever is less. The five Year period 1986-1990  
7 shall also be the time period for which Base Annual  
8 Production for Minimal Producers shall be  
9 calculated.

10 g. Base Annual Production Right - The relative Annual  
11 right of each Producer to the Free Production  
12 Allowance within a given Subarea, expressed as a  
13 percentage of the aggregate of all Producers' Base  
14 Annual Production in the Subarea. The percentage  
15 for each Producer is calculated by multiplying that  
16 Producer's Base Annual Production in a Subarea  
17 times one hundred (100) and dividing the result by  
18 the aggregate Base Annual Production for all  
19 Producers in the Subarea. The percentage shall be  
20 rounded off to the nearest one ten-thousandth of  
21 one per cent.

22 h. Base Flow - That portion of the total surface flow  
23 measured Annually at Lower Narrows which remains  
24 after subtracting Storm Flow.

25 i. Carry Over Right - The right of a Producer to delay  
26 and accumulate the Production of such Producer's  
27 share of a Subarea Free Production Allowance until  
28

///

1 and only until the following Year free of any  
2 Replacement Water Assessment.

3 j. Consumption or Consumptive Use - The permanent  
4 removal of water from the Mojave Basin Area through  
5 evaporation or evapo-transpiration. The  
6 Consumptive Use rates resulting from particular  
7 types of water use are identified in Paragraph 2 of  
8 Exhibit "F".

9 k. Free Production Allowance - The total amount of  
10 water, and any Producer's share thereof, that may  
11 be Produced from a Subarea each Year free of any  
12 Replacement Obligation.

13 l. Groundwater - Water beneath the surface of the  
14 ground and within the zone of saturation; i.e.,  
15 below the existing water table, whether or not  
16 flowing through known and definite channels.

17 m. Harper Lake Basin - That portion of the Centro  
18 Subarea identified as such on Exhibit "A".

19 n. Lower Narrows - The United States Geological Survey  
20 gauging station "Mojave River near Victorville,  
21 CA."

22 o. Makeup Water - Water needed to satisfy a Minimum  
23 Subarea Obligation.

24 p. Makeup Obligation - The obligation of a Subarea to  
25 pay for Makeup Water to satisfy its Subarea  
26 Obligation.

27 q. Minimal Producer - Any Person whose Base Annual  
28 Production, as verified by MWA is not greater than



1 ten (10) acre-feet. A Person designated as a  
2 Minimal Producer whose Annual Production exceeds  
3 ten (10) acre-feet in any Year following the date  
4 of entry of Judgment is no longer a Minimal  
5 Producer.

6 r. Minimum Subarea Obligation - The minimum Annual  
7 amount of water a Subarea is obligated to provide  
8 to an adjoining downstream Subarea or the  
9 Transition Zone or, in the case of the Baja  
10 Subarea, the minimum Annual Subsurface Flow at the  
11 MWA eastern boundary toward Afton in any Year, as  
12 set forth in Exhibit "G".

13 s. Mojave Basin Area or Basin Area - The area shown on  
14 Exhibit "A" that lies within the boundaries of the  
15 line labelled "Limits of Adjudicated Area" which  
16 generally includes the area tributary to the Mojave  
17 River and its tributaries except for such area not  
18 included within the Mojave Water Agency's  
19 jurisdiction.

20 t. MWA - Cross complainant Mojave Water Agency.

21 u. Overdraft - A condition wherein the current total  
22 Annual Consumptive Use of water in the Mojave Basin  
23 Area or any of its Subareas exceeds the long term  
24 average Annual natural water supply to the Basin  
25 Area or Subarea.

26 v. Party (Parties) - Any Person(s) named in this  
27 action who has intervened in this case or has  
28

///

1 become subject to this Judgment either through  
2 stipulation, default, trial or otherwise.

3 w. Person(s) - Any natural person, firm, association,  
4 organization, joint venture, partnership, business,  
5 trust, corporation, or public entity.

6 x. Produce - To pump or divert water.

7 y. Producer(s) - A Person, other than a Minimal  
8 Producer, who Produces water.

9 z. Production - Annual amount of water produced,  
10 stated in acre-feet of water.

11 aa. Production Safe Yield - The highest average Annual  
12 Amount of water that can be produced from a  
13 Subarea: (1) over a sequence of years that is  
14 representative of long-term average annual natural  
15 water supply to the Subarea net of long-term  
16 average annual natural outflow from the Subarea,  
17 (2) under given patterns of Production, applied  
18 water, return flows and Consumptive Use, and (3)  
19 without resulting in a long-term net reduction of  
20 groundwater in storage in the Subarea.

21 bb. Purpose of Use - The broad category of type of  
22 water use including but not limited to municipal,  
23 irrigation, industrial, aquaculture, and lakes  
24 purposes. A change in Purpose of Use includes any  
25 reallocation of water among mixed or sequential  
26 uses, excluding direct reuse of municipal  
27 wastewater.

28 ///

- 1 cc. Recirculated Water - Water that is Produced but not  
2 consumed by the Parties listed in Table B-2 of  
3 Exhibit "B" and then returned either to the Mojave  
4 River or to the Groundwater basin underlying the  
5 place of use.
- 6 dd. Replacement Obligation - The obligation of a  
7 Producer to pay for Replacement Water for  
8 Production from a Subarea in any Year in excess of  
9 the sum of such Producer's share of that Year's  
10 Free Production Allowance for the Subarea plus any  
11 Production pursuant to a Carry Over Right.
- 12 ee. Replacement Water - Water purchased by Watermaster  
13 or otherwise provided to satisfy a Replacement  
14 Obligation.
- 15 ff. Responsible Party - The Person designated by a  
16 Party as the Person responsible for purposes of  
17 filing reports and receiving notices pursuant to  
18 the provisions of this Judgment.
- 19 gg. Stored Water - Water held in storage pursuant to a  
20 Storage Agreement with Watermaster.
- 21 hh. Storm Flow - That portion of the total surface flow  
22 originating from precipitation and runoff without  
23 having first percolated to Groundwater storage in  
24 the zone of saturation and passing a particular  
25 point of reckoning, as determined annually by the  
26 Watermaster.

27 ///

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- 1 ii. Subareas - The five Subareas of the Mojave Basin  
2 Area -- Este, Oeste, Alto, Centro and Baja -- as  
3 shown on Exhibit "A".
- 4 jj. Subarea Obligation - The average Annual amount of  
5 water that a Subarea is obligated to provide to an  
6 adjoining downstream Subarea or the Transition Zone  
7 or, in the case of the Baja Subarea, the average  
8 Annual Subsurface Flow toward Afton at the MWA  
9 eastern boundary as set forth in Exhibit "G".
- 10 kk. Subsurface Flow - Groundwater which flows beneath  
11 the earth's surface.
- 12 ll. Supplemental Water - Water imported to the Basin  
13 Area from outside the Basin Area, water that would  
14 otherwise be lost from the Basin Area but which is  
15 captured and made available for use in the Basin  
16 Area, or any Producer's share of Free Production  
17 Allowance that is not Produced and is acquired by  
18 Watermaster pursuant to this Judgment.
- 19 mm. Transition Zone - The portion of the Alto Subarea,  
20 shown on Exhibit "A", that lies generally between  
21 the Lower Narrows and the Helendale Fault.
- 22 nn. Watermaster - The Person(s) appointed by the Court  
23 to administer the provisions of this Judgment.

24 5. Exhibits. The following exhibits are attached to this  
25 Judgment and made a part hereof.

26 Exhibit "A" - Map entitled, "Map showing Mojave Water  
27 Agency, Mojave River, Mojave Basin Area and Hydrologic Subareas and  
28 ///

1 Limits of Adjudicated Area Together with Geologic and Other  
2 Pertinent Features."

3 Exhibit "B" - Table entitled, "Table B-1: Table Showing  
4 Base Annual Production and Base Annual Production Right of Each  
5 Producer Within Each Subarea, and Free Production Allowances for  
6 Subareas for First Five Years after entry of the Interlocutory  
7 Judgment" and "Table B-2: Table Showing Total Water Production for  
8 Aquaculture and Recreational Lake Purposes."

9 Exhibit "C" - Engineering Appendix.

10 Exhibit "D" - Time Schedules.

11 Exhibit "E" - List of Producers and Their Designees.

12 Exhibit "F" - Transfers of Base Annual Production Rights.

13 Exhibit "G" - Subarea Obligations.

14 Exhibit "H" - Biological Resource Mitigation.

15 Exhibit "I" - Map Showing Potential Groundwater Recharge  
16 Areas

17 B. DECLARATION OF HYDROLOGIC CONDITIONS.

18 6. Mojave Basin Area as Common Source of Supply. The  
19 area shown on Exhibit "A" as the Mojave Basin Area is comprised of  
20 five Subareas. The waters derived from the Mojave River and its  
21 tributaries constitute a common source of supply of the five  
22 Subareas and of the Persons producing therefrom.

23 7. Existence of Overdraft. In each and every Year, for  
24 a period in excess of five (5) years prior to the May 30, 1990  
25 filing date of Plaintiffs' Complaint, the Mojave Basin Area and  
26 each of its respective Subareas have been and are in a state of  
27 Overdraft, and it is hereby found that there is no water available

28 ///

1 for Production from the Basin Area or any Subarea therein except  
2 pursuant to this Judgment.

3 C. DECLARATION OF RIGHTS AND OBLIGATIONS.

4 8. Production Rights of the Parties. The Base Annual  
5 Production and Base Annual Production Right of each Party are  
6 declared as set forth in Table B-1 of Exhibit "B". Certain Parties  
7 also have the right to continue to Produce Recirculated Water in  
8 the amounts set forth in Table B-2 of Exhibit "B", subject to the  
9 following:

10 a. Aquaculture. Two of the Producers listed in  
11 Table B-2 of Exhibit "B", California Department of Fish and Game  
12 Mojave River Fish Hatchery (Hatchery) and Jess Ranch Water Company  
13 (Jess), Produce Recirculated Water for Aquaculture. The Hatchery  
14 and Jess or their successors or assignees shall have the right to  
15 continue to Produce up to the amounts listed in Table B-2 of  
16 Exhibit "B" as Recirculated Water for Aquaculture on the property  
17 where it was used in the Year for which Base Annual Production was  
18 verified. Production of such amount of Recirculated water by Jess  
19 shall be free of any Replacement Water Assessments, Makeup Water  
20 Assessments or Administrative Assessments but shall be subject to  
21 Biological Resources Assessments and each Jess well producing  
22 Recirculated Water shall be subject to an Annual administrative fee  
23 equal to the lowest Annual fee paid to MWA by a Minimal Producer.  
24 Neither the Hatchery nor Jess Recirculated Water may be transferred  
25 or used for any other purpose or transferred for use on any other  
26 property, except as provided in Paragraph 7 of Exhibit "F" for the  
27 Hatchery. Any Production of Recirculated Water by Jess in excess  
28 of the amount shown in Table B-2 shall be subject to all



1 Assessments. Production of Recirculated Water by the Hatchery will  
2 be subject to the rules set forth in Paragraph 7 of Exhibit "F".  
3 All Jess Aquaculture Recirculated Water shall be discharged  
4 immediately and directly to the Mojave River.

5 b. Camp Cady. One Producer listed in Table B-2 of  
6 Exhibit "B", California Department of Fish and Game-Camp Cady (Camp  
7 Cady), Produces Recirculated Water for Lakes containing Tul Chub,  
8 an endangered species of fish. Camp Cady or its successors or  
9 assignees shall have the right to continue to Produce up to the  
10 amount listed in Table-B-2 of Exhibit "B" as Recirculated Water at  
11 Camp Cady. Production of each amount of Recirculated water shall  
12 be free of any Assessments. Camp Cady Recirculated Water may not  
13 be transferred or used for any other purpose or transferred for use  
14 on any other property. Any Production of Recirculated Water by  
15 Camp Cady in excess of the amount shown in Table B-2 of Exhibit "B"  
16 shall be subject to all Assessments except Biological Resource  
17 Assessments. All Camp Cady Recirculated Water shall be allowed to  
18 percolate immediately and directly to the Groundwater basin  
19 underlying Camp Cady.

20 c. Recreational Lakes in Baja Subarea. All  
21 Producers listed in Table B-2 of Exhibit "B" except the Hatchery,  
22 Jess and Camp Cady Produce Recirculated Water for recreational  
23 lakes in the Baja Subarea. Such Producers or their successors or  
24 assignees shall have the right to continue to Produce up to the  
25 amounts identified in Table B-2 of Exhibit "B" as Recirculated  
26 Water for use in recreational lakes on the property where it was  
27 used in the Year for which Base Annual Production was verified,  
28 free of any Replacement Water Assessments, Makeup Water

1 Assessments, or Administrative Assessments, but such Production  
2 shall be subject to any Biological Resource Assessment. Each well  
3 producing such Recirculated Water shall be subject to an Annual  
4 administrative fee equal to the lowest Annual fee paid by a Minimal  
5 Producer. Recirculated Water cannot be transferred or used for any  
6 other purpose. All recreational lake Recirculated Water shall be  
7 allowed to percolate immediately and directly to the Groundwater  
8 basin underlying the recreational lake.

9 9. MWA Obligations. The Physical Solution is intended  
10 to provide for delivery and equitable distribution to the  
11 respective Subareas by MWA of the best quality of Supplemental  
12 Water reasonably available. MWA shall develop conveyance or other  
13 facilities to deliver this Supplemental Water to the areas depicted  
14 in Exhibit "I," unless prevented by forces outside its reasonable  
15 control such as an inability to secure financing consistent with  
16 sound municipal financing practices and standards.

17 a. Secure Supplemental Water. MWA, separate and  
18 apart from its duties as the initial Watermaster designated under  
19 this Judgment, shall exercise its authority under Sections 1.5 and  
20 15 of the MWA Act to pursue promptly, continuously and diligently  
21 all reasonable sources to secure Supplemental Water as necessary to  
22 fully implement the provisions of this Judgment.

23 b. Supplemental Water Prices. The MWA shall  
24 establish fair and equitable prices for Supplemental Water  
25 delivered to the Watermaster under this Judgment.

26 c. Supplemental Water Delivery Plan. Not later  
27 than September 30, 1996, MWA shall prepare a report on potential  
28 alternative facilities or methods to deliver Supplemental Water to

1 the areas shown on Exhibit "I." The report shall include, for each  
2 alternative, a development time schedule, a summary of cost  
3 estimates, an analysis of the relative benefits to Producers in  
4 each Subarea and an analysis of alternative methods of financing  
5 and cost allocation, including any state or federal sources of  
6 funding that may be available.

7 d. Water Delivery Cost Allocation. The report  
8 required by subdivision (c) above shall recommend methods of  
9 financing and cost allocation that are based on benefits to be  
10 received. MWA's cost allocation plan shall be subject to Court  
11 review as provided in subdivision (f) below to verify that costs  
12 are allocated fairly and according to benefits to be received. The  
13 MWA financing and cost allocation plan may include a mix of revenue  
14 sources including the following:

15 (1) Developer or connection fees to the  
16 extent MWA can demonstrate a nexus, as  
17 required by law, between the fees and the  
18 impact of the development upon the water  
19 resources of the Mojave Basin Area and  
20 each subarea thereof;

21 (2) Other methods of financing available to  
22 MWA, including but not limited to  
23 property based taxes, assessments or  
24 standby charges;

25 (3) Water sales revenues, but only to the  
26 extent other sources are not available or  
27 appropriate, and in no event shall the  
28 water sales price to cover facility



1 capital costs exceed a rate equal to  
2 fifty percent of the variable cost rate  
3 charged to MWA under its contract for  
4 water delivery from the California State  
5 Water Project;

6 e. Legislative Changes. MWA shall seek promptly  
7 to have enacted amendments to the MWA Act (Water Code Appendix,  
8 Part 97) that allow MWA to implement any methods of governmental  
9 financing available to any public entity in California.

10 f. Court Review and Determination of Benefit. Not  
11 later than September 30, 1996, MWA shall submit its report to the  
12 Court in a noticed motion pursuant to Paragraph 36. The report  
13 shall set forth MWA's recommendations as to the following: (1)  
14 which alternatives should be implemented; (2) methods of cost  
15 allocation for the recommended alternatives; (3) financing for the  
16 recommended alternatives; and (4) a time schedule to complete the  
17 recommended alternatives. The Court may approve or reject the  
18 recommendations. The Court may further order the use of  
19 alternatives and time schedules or it may order additional studies  
20 and resubmittals, as it may deem proper.

21 10. Priority and Determination of Production Rights.  
22 The water rights involved herein are of differing types and  
23 commenced at different times. Many of the rights involved are  
24 devoted to public uses. The Declaration of Water Rights that is  
25 part of the judgment and the Physical Solution decreed herein takes  
26 into consideration the competing priorities which have been  
27 asserted in addition to the equitable principles applicable to  
28 apportionment of water in this situation. The following factors

1 have been considered in the formulation of each Producer's Base  
2 Annual Production Right:

3 a. The Mojave Basin Area and each of its hydrologic  
4 Subareas have continuously for many Years been in a state of  
5 system-wide Overdraft;

6 b. All Producers have contributed to the Overdraft;

7 c. None of the priorities asserted by any of the  
8 Producers is without dispute;

9 d. Under the complex scheme of California water  
10 law, the allocation of water and rights mechanically based upon the  
11 asserted priorities would be extremely difficult, if not  
12 impossible, and would not result in the most equitable  
13 apportionment of water;

14 e. Such mechanical allocation would, in fact,  
15 impose undue hardship on many Parties;

16 f. There is a need for conserving and making  
17 maximum beneficial use of the water resources of the State;

18 g. The economy of the Mojave Basin Area has to a  
19 great extent been established on the basis of the existing  
20 Production;

21 h. The Judgment and Physical Solution take into  
22 consideration the unique physical and climatic conditions of the  
23 Mojave Basin Area, the Consumptive Use of water in the several  
24 sections of the Basin, the character and rate of return flows, the  
25 extent of established uses, the availability of storage water, the  
26 relative benefits and detriments between upstream areas and  
27 downstream areas if a limitation is imposed on one and not the

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1 other, and the need to protect public interest and public trust  
2 concerns.

3 In consideration of the foregoing factors, and in  
4 accordance with the terms and conditions of this Judgment, the  
5 Parties are estopped and barred from asserting special priorities  
6 or preferences.

7 11. Exercise of Carry Over Rights. The first water  
8 Produced by a Producer during any Year shall be deemed to be an  
9 exercise of any Carry Over Right. Such Carry Over Right may be  
10 transferred in accordance with Exhibit "F".

11 12. Production Only Pursuant to Judgment. This  
12 Judgment, and the Physical Solution decreed herein, addresses all  
13 Production within the Mojave Basin Area. Because of the existence  
14 of Overdraft, any Production outside the framework of this Judgment  
15 and Physical Solution will contribute to an increased Overdraft,  
16 potentially damage the Mojave Basin Area and public interests in  
17 the Basin Area, injure the rights of all Parties, and interfere  
18 with the Physical Solution. Watermaster shall bring an action or  
19 a motion to enjoin any Production that is not pursuant to the terms  
20 of this Judgment.

21 13. Declaration of Subarea Rights and Obligations. In  
22 the aggregate, Producers within certain Subareas have rights, as  
23 against those in adjoining upstream Subareas, to receive average  
24 Annual water supplies and, in any one Year, to receive minimum  
25 Annual water supplies equal to the amounts set forth in Exhibit  
26 "G", in addition to any Storm Flows. In turn, in the aggregate,  
27 Producers within certain Subareas have an obligation to provide to  
28 adjoining downstream Subareas such average Annual water supplies in



1 the amounts and in the manner set forth in Exhibit "G". In any one  
2 Year, Producers within certain Subareas have an obligation to  
3 provide to adjoining downstream Subareas such minimum Annual water  
4 supplies in the amounts and in the manner set forth in Exhibit "G".  
5 The Producers in the Baja Subarea have an obligation to provide  
6 average and minimum Subsurface Flows toward Afton at the MWA  
7 eastern boundary equal to the amounts shown in Exhibit "G".  
8 Producers in each of the Subareas have rights in the aggregate, as  
9 against each adjoining downstream Subarea or, in the case of the  
10 Baja Subarea, as against flows at the MWA eastern boundary toward  
11 Afton, to divert, pump, extract, conserve, and use all surface  
12 water and Groundwater supplies originating therein or accruing  
13 thereto, and so long as the adjoining downstream Subarea  
14 Obligations are satisfied under this Judgment and there is  
15 compliance with all of its provisions. Watermaster shall maintain  
16 a continuing account of the status of each Subarea's compliance  
17 with its Subarea Obligation, including any cumulative credits or  
18 debits and any requirement for providing Makeup Water. The  
19 accounting and determinations relative to Subarea Obligations shall  
20 be made in accordance with procedures set forth in Exhibit "G".

### 21 22 III. INJUNCTION

23 14. Injunction Against Unauthorized Production. Each  
24 and every Party, its officers, agents, employees, successors, and  
25 assigns, is ENJOINED AND RESTRAINED from Producing water from the  
26 Basin Area except pursuant to the provisions of the Physical  
27 Solution in this Judgment.

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1           15. Injunction Re Change in Purpose of Use Without  
2 Notice Thereof to Watermaster. Each and every Party, its officers,  
3 agents, employees, successors, and assigns, is ENJOINED AND  
4 RESTRAINED from changing its Purpose of Use at any time without  
5 first notifying Watermaster of the intended change.

6           16. Injunction Against Unauthorized Recharge. Each and  
7 every Party, its officers, agents, employees, successors and  
8 assigns, is ENJOINED AND RESTRAINED from claiming any right to  
9 recapture Water that has been recharged in the Basin Area except  
10 pursuant to a Storage Agreement with Watermaster. This provision  
11 does not prohibit Parties from importing Supplemental Water into  
12 the Basin Area for direct use.

13           17. Injunction Against Transportation from Mojave Basin  
14 Area. Except upon further order of the Court, each and every  
15 Party, its officers, agents, employees, successors and assigns, is  
16 ENJOINED AND RESTRAINED from transporting water hereafter Produced  
17 from the Basin Area to areas outside the Basin Area.

18           18. Injunction Against Diverting Storm Flows. No Party  
19 may undertake or cause the construction of any project that will  
20 directly reduce the amount of Storm Flow that would otherwise go  
21 through the naturally occurring hydrologic regime to a downstream  
22 Subarea or that will reduce the surface area over which Storm Flow  
23 currently occurs by alteration to the bed of the Mojave River.  
24 This paragraph shall not prevent any flood control agency or  
25 municipality from taking such emergency action as may be necessary  
26 to protect the physical safety of its residents and its structures  
27 from flooding. Any such action shall be done in a manner that will  
28 minimize any reduction in the quantity of Storm Flows.

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IV. CONTINUING JURISDICTION

19. Jurisdiction Reserved. Full jurisdiction, power and authority are retained by and reserved to the Court for purposes of enabling the Court upon the application of any Party, by a motion noticed in accordance with the notice procedures of Paragraph 36 hereof, to make such further or supplemental order or directions as may be necessary or appropriate for interim operation before the Physical Solution is fully operative, or for interpretation, enforcement or carrying out of this Judgement, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions thereof consistent with the rights herein decreed; provided, that nothing in this paragraph shall authorize either a reduction of the Base Annual Production Right of any Party, except in accordance with the rules set forth in Exhibit "F", or a reduction of the Base Flow portion of any Subarea Obligation.

\*\*Paragraphs 19 (a) and 19 (b), amended December 5, 2002, are at the end of this document.\*\*

V. Physical Solution

A. GENERAL

20. Purpose and Objective. The Court hereby declares and decrees that the Physical Solution herein contained: 1) is a fair and equitable basis for satisfaction of all water rights in the Mojave Basin Area; 2) is in furtherance of the mandate of the State Constitution and the water policy of the State of California; and 3) takes into account applicable public trust interests; and therefore adopts and orders the Parties to comply with the Physical Solution. As noted in Paragraph 3 of this Judgment, the declaration of rights and obligations of the Parties and Subareas is a necessary component of this Physical Solution. The purpose of



1 the Physical Solution is to establish a legal and practical means  
2 for making the maximum reasonable beneficial use of the waters of  
3 the Basin Area by providing for the long-term conjunctive  
4 utilization of all water available thereto to meet the reasonable  
5 beneficial use requirements of water users therein.

6 21. Need for Flexibility. It is essential that this  
7 Physical Solution provide maximum flexibility and adaptability in  
8 order that the Court may be free to use existing and future  
9 technological, social, institutional and economic options in order  
10 to maximize reasonable beneficial use of the waters of the Basin  
11 Area. To that end, the Court's retained jurisdiction may be  
12 utilized where appropriate, to supplement the Physical Solution.

13 22. General Pattern of Operations. The Producers will  
14 be divided into five Subareas for purposes of administration. The  
15 Subarea rights and obligations are herein decreed. A fundamental  
16 premise of the Physical Solution is that all Parties will be  
17 allowed, subject to this Judgment, to Produce sufficient water to  
18 meet their reasonable beneficial use requirements. To the extent  
19 that Production by a Producer in any Subarea exceeds such  
20 Producer's share of the Free Production Allowance of that Subarea,  
21 Watermaster will provide Replacement Water to replace such excess  
22 Production according to the methods set forth herein. To the  
23 extent that any Subarea incurs a Makeup Obligation, Watermaster  
24 will provide Supplemental Water to satisfy such Makeup Obligation  
25 according to the methods set forth herein. For the initial five  
26 (5) full Years after entry of this Judgment (including any  
27 interlocutory Judgment), the Free Production Allowance for each  
28 Subarea shall be set as the amount of water equal to the following

percentages of the aggregate Base Annual Production for that Subarea:

	<u>Judgment Year</u>	<u>Percentage</u>
1993-1994	First Full Year	100
1994-1995	Second Full Year	95
1995-1996	Third Full Year	90
1996-1997	Fourth Full Year	85
1997-1998	Fifth Full Year	80

The extent of Overdraft now varies between Subareas and the reasonableness of any physical solution as applied to each Producer depends in part upon such Producer's foreseeable needs and the present and future availability of water within the Subarea in which each Producer is located. The Physical Solution described in this Judgment in part generally contemplates (i) initially allowing significant unassessed production on a substantially uniform basis for all Producers and Subareas and (ii) a phasing in of the monetary obligations necessary to obtain Supplemental Water. The above two provisions will affect each Subarea differently, may not be sufficient to ultimately eliminate the condition of Overdraft in each Subarea and could result in increased Overdraft within a Subarea. Any adverse impact to any Subarea caused by the implementation of the provisions shall be the responsibility of the Producers in each such Subarea.

**B. ADMINISTRATION.**

23. Administration by Watermaster. Watermaster shall administer and enforce the provisions of the Judgment and any subsequent instructions or orders of this Court.

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1           (a) Standard of Performance. Watermaster shall, in  
2 carrying out its duties, powers and responsibilities herein, act in  
3 an impartial manner without favor or prejudice to any Subarea,  
4 Producer, Party or Purpose of Use.

5           (b) Removal of Watermaster. Full jurisdiction, power  
6 and authority are retained and reserved by the Court for the  
7 purpose of enabling the Court on its own motion, or upon  
8 application of any Party, and upon notice in accordance with the  
9 notice procedures of paragraph 36 hereof, and after hearing  
10 thereon, to remove any appointed Watermaster and substitute a new  
11 Watermaster in its place. The Court shall find good cause for the  
12 removal of Watermaster upon a showing that Watermaster has failed  
13 to perform its duties, powers and responsibilities in an impartial  
14 manner, or has otherwise failed to act in the manner consistent  
15 with the provisions set forth in this Judgment or subsequent order  
16 of the Court.

17           (c) MWA Appointed as Initial Watermaster. The MWA is  
18 hereby appointed, until further order of the Court, as Watermaster  
19 to administer and enforce the provisions of this Judgment and any  
20 subsequent orders of this Court issued in the performance of its  
21 continuing jurisdiction. In carrying out this appointment, MWA  
22 shall segregate and separately exercise in all respects the  
23 Watermaster powers delegated by the Court under this Judgment from  
24 MWA's statutory powers. All funds received, held, and disbursed by  
25 MWA as Watermaster shall be by way of separate Watermaster  
26 accounts, subject to separate accounting and auditing. Meetings  
27 and hearings held by the MWA Board of Directors when acting as  
28 Watermaster shall be noticed and conducted separately from MWA



1 meetings. All Watermaster staff and consultant functions shall be  
2 separate and distinct from MWA staff and consultant functions;  
3 provided, however, that pursuant to duly adopted Watermaster rules,  
4 which shall be subject to review according to Paragraph 36 hereof,  
5 Watermaster staff and consultant functions may be accomplished by  
6 MWA staff and consultants, subject to strict time and cost  
7 accounting principles so that Watermaster functions, and the  
8 Assessments provided under this Judgment, do not subsidize, and are  
9 not subsidized by, MWA functions. Subject to these principles, MWA  
10 shall implement practicable cost efficiencies through consolidation  
11 of Watermaster and MWA staff and consultant functions.

12         24. Powers and Duties. Subject to the continuing  
13 supervision and control of the Court, Watermaster shall have and  
14 may exercise the following express powers, and shall perform the  
15 following duties, together with any specific powers, authority and  
16 duties granted or imposed elsewhere in this Judgment or hereafter  
17 ordered or authorized by the Court in the exercise of its  
18 continuing jurisdiction:

19         a. Rules and Regulations. To adopt any and all  
20 appropriate rules and regulations for conduct pursuant to this  
21 Judgment after public hearing. Notice of hearing and a copy of the  
22 proposed rules and regulations, and any amendments thereof, shall  
23 be mailed to all Parties thirty days prior to the date of the  
24 hearing thereon.

25         b. Employment of Experts and Agents. To employ  
26 such administrative personnel, engineering, legal, accounting, or  
27 other specialty services and consulting assistants as may be deemed  
28 appropriate in carrying out the terms of this Judgment.

1                   c.   Makeup and Replacement Obligations.   To  
2 determine the Makeup Obligations for each Subarea and Replacement  
3 Obligations for each Producer and each Subarea, pursuant to the  
4 terms of the Judgment.

5                   d.   Measuring Devices, etc.   To adopt rules and  
6 regulations regarding determination of amounts of Production and  
7 installation of individual water meters. The rules and regulations  
8 shall provide for approved devices or methods to measure or  
9 estimate Production. Producers who meter Production on the date of  
10 entry of this Judgment shall continue to meter Production.  
11 Thereafter, Producers who do not meter Production on the effective  
12 date of entry of this Judgment may be required by Watermaster rules  
13 and regulations to install water meters upon a showing that then  
14 employed measurement devices or methods do not accurately determine  
15 actual Production. The rules and regulations shall require that  
16 within three Years after the date of entry of this Judgment, any  
17 Producer who provides piped water for human Consumption to more  
18 than five service connections shall have installed an individual  
19 water meter on each service connection.

20                   e.   Hydrologic Data Collection.   To install, operate  
21 and maintain such wells, measuring devices and/or meters necessary  
22 to monitor stream flow, precipitation and groundwater levels and to  
23 obtain such other data as may be necessary to carry out the  
24 provisions of this Judgment, including a study of the Basin Area  
25 phreatophyte consumptive use.

26                   f.   Assessments.   To set, levy and collect all  
27 Assessments specified herein.

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1                   g. Purchase of and Recharge with Supplemental  
2 Water. In accordance with Paragraph 27, to the extent Supplemental  
3 Water is available and is reasonably needed for Replacement Water  
4 or Makeup Water, to use Replacement Water Assessment proceeds to  
5 purchase Replacement Water, and to use Makeup Water Assessment  
6 proceeds to purchase Makeup Water and to have such Replacement  
7 Water and Makeup Water provided to the appropriate Subarea as soon  
8 as practicable. Watermaster may prepurchase Supplemental Water and  
9 apply subsequent Assessments towards the costs of such  
10 prepurchases.

11                   h. Water Quality. To take all reasonable steps to  
12 assist and encourage appropriate regulatory agencies to enforce  
13 reasonable water quality regulations affecting the Basin Area,  
14 including regulation of solid and liquid waste disposal.

15                   i. Notice List. To maintain a current list of  
16 Responsible Parties to receive notice hereunder.

17                   j. Annual Administrative Budget. To prepare a  
18 proposed administrative budget for each Year, hold hearings  
19 thereon, and adopt an administrative budget according to the time  
20 schedule set forth in Exhibit "D". The administrative budget shall  
21 set forth budgeted items and Administrative Assessments in  
22 sufficient detail to show the allocation of the expense among the  
23 Producers. Following the adoption of the budget, expenditures  
24 within budgeted items may thereafter be made by Watermaster in the  
25 exercise of powers herein granted, as a matter of course.

26                   k. Annual Report to Court.

27                   (1) To file an Annual report with this Court  
28 not later than April 1 of each Year beginning April 1 following the



1 first full Year after entry of Judgment. Prior to filing the  
2 Annual report with the Court, Watermaster shall notify all Parties  
3 that a draft of the report is available for review and shall  
4 provide notice of a hearing to receive comments and recommendations  
5 for changes in the report. The public hearing shall be conducted  
6 on the same date and at the same place as the hearings required by  
7 Paragraphs 3 and 4 of Exhibit "D". The notice of hearing may  
8 include such summary of the draft report as Watermaster may deem  
9 appropriate. Watermaster shall also distribute the report to the  
10 Parties requesting copies.

11 (2) The Annual report shall include an Annual  
12 fiscal report of the preceding Year's operation and shall include  
13 details as to operation of each of the Subareas and an audit of all  
14 Assessments and expenditures pursuant to this Physical Solution and  
15 a review of Watermaster activities pursuant to this Judgment. The  
16 Annual report shall include a compilation of at least the  
17 following:

18 Determinations and data required by:

- 19 i) Paragraph 24(c) (Makeup and Replacement Obligations)
- 20 ii) Paragraph 24(e) (Hydrologic Data Collection)
- 21 iii) Paragraph 24(g) (Purchase of and Recharge with  
22 Supplemental Water)
- 23 iv) Paragraph 24(i) (Notice List)

24 Rules and regulations adopted pursuant to:

- 25 v) Paragraph 24(a) (Rules and Regulations)
- 26 vi) Paragraph 24(d) (Measuring Devices, etc.)
- 27 vii) Paragraph 24(s) (Storage Agreements)

28 Reports required by:

- 1 viii) Paragraph 24(j) (Annual Administrative Budget)  
2 ix) Paragraph 24(n) (Transfers)  
3 x) Paragraph 24(o) (Free Production Allowance)  
4 xi) Paragraph 24(p) (Production Reports)  
5 xii) Exhibit "D" (Prior Year Report)  
6 xiii) Exhibit "F" (Transfers of Base Annual Production  
7 Rights)  
8 xiv) Exhibit "G" (Status of Subarea Obligation)  
9 xv) Exhibit "H" (Biological Resource Mitigation)

10 1. Investment of Funds. To hold and invest any  
11 funds in investments authorized from time to time for public  
12 agencies in the State of California.

13 m. Borrowing. To borrow in anticipation of receipt  
14 of Assessment proceeds in an amount not to exceed the Annual amount  
15 of Assessments levied but uncollected.

16 n. Transfers. To prepare on an Annual basis and  
17 maintain a report or record of any transfer of Base Annual  
18 Production Rights. Such report or record shall be available for  
19 inspection by any Party upon reasonable notice to the Watermaster.

20 o. Free Production Allowance. Not later than the  
21 end of the 1997-1998 Water Year, and Annually thereafter, to  
22 recommend in the Watermaster Annual Report an adjustment, if  
23 needed, to the Free Production Allowance for any Subarea. In  
24 making its recommendation, Watermaster shall be guided by the  
25 factors set forth in Exhibit "C", including but not limited to an  
26 annual calculation of the change of water in storage. The Annual  
27 report shall include all assumptions and calculations relied upon  
28 in making its recommendations. Following the 1997-1998 Water Year,

1 or any time thereafter, Watermaster shall obtain prior Court  
2 approval for any increase or reduction of any Subarea's Free  
3 Production Allowance. In no event shall a reduction in any Year  
4 for a Subarea exceed five percent of the aggregate Base Annual  
5 Production of that Subarea. In the event Watermaster recommends in  
6 its report to the Court that the Free Production Allowance for any  
7 Subarea may need to be increased or reduced, the Court shall  
8 conduct a hearing, after notice given by Watermaster according to  
9 paragraph 36, upon Watermaster's recommendations and may order such  
10 changes in Subarea Free Production Allowance. The most recent  
11 Subarea Free Production Allowances shall remain in effect until  
12 revised according to this Paragraph 24(o).

13 p. Production Reports. To require each Producer to  
14 file with Watermaster, pursuant to procedures and time schedules to  
15 be established by Watermaster, a report on a form to be prescribed  
16 by Watermaster showing the total Production of such Party for each  
17 reporting period rounded off to the nearest tenth of an acre foot,  
18 and such additional information and supporting documentation as  
19 Watermaster may require.

20 q. Production Adjustment for Change in Purpose of  
21 Use. If Watermaster determines, using the Consumptive Use rates  
22 set forth in Exhibit "F", that a new Purpose of Use of any  
23 Producer's Production for any Year has resulted in a higher rate of  
24 Consumption than the rate applicable to the original Purpose of Use  
25 of that Producer's Production in the Year for which Base Annual  
26 Production was determined, Watermaster shall use a multiplier (1)  
27 to adjust upward such Production for the purpose of determining the  
28 Producer's Replacement Water Assessment and, (2) to adjust upward



1 the Free Production Allowance portion of such Production for the  
2 purpose of determining the Producer's Makeup Water Assessment. The  
3 multiplier shall be determined by dividing the number of acre feet  
4 of Consumption that occurred under the new Purpose of Use by the  
5 number of acre feet of Consumption that would have occurred under  
6 the original Purpose of Use for the same Production.

7 r. Reallocation of Base Annual Production Rights.

8 To reallocate annually the Base Annual Production Rights in each  
9 Subarea to reflect any permanent transfers of such Rights among  
10 Parties.

11 s. Storage Agreements. To enter into Storage  
12 Agreements with any Party in order to accommodate the acquisition  
13 of Supplemental Water. Watermaster may not enter into Storage  
14 Agreements with non-Parties unless such non-Parties become subject  
15 to the provisions of this Judgment and the jurisdiction of the  
16 Court. Such Storage Agreements shall by their terms preclude  
17 operations which will have a substantial adverse impact on any  
18 Producer. If a Party pursuant to a Storage Agreement has provided  
19 for predelivery or postdelivery of Replacement Water for the  
20 Party's use, Watermaster shall at the Party's request credit such  
21 water to the Party's Replacement Obligation. Watermaster shall  
22 adopt uniformly applicable rules for Storage Agreements.  
23 Watermaster shall calculate additions, extractions and losses of  
24 water stored under Storage Agreements and maintain an Annual  
25 account of all such water.

26 t. Subarea Advisory Committee Meetings. To meet on  
27 a regular basis and at least semi-annually with the Subarea  
28 Advisory Committees to review Watermaster activities pursuant to

1 this Judgment and to receive advisory recommendations from the  
2 Subarea Advisory Committees.

3 u. Unauthorized Production. To bring such action  
4 or motion as is necessary to enjoin unauthorized Production as  
5 provided in Paragraph 12 hereinabove.

6 v. Meetings and Records. To ensure that all  
7 meetings and hearings by Watermaster shall be noticed and conducted  
8 according to then current requirements of the Ralph M. Brown Act,  
9 Government Code Sections 54950, et seq. Watermaster files and  
10 records shall be available to any person according to the  
11 provisions of the Public Records Act, Government Code §§ 6200 et  
12 seq.

13 w. Data, Estimates and Procedures. To rely on and  
14 use the best available records and data to support the  
15 implementation of this Judgment. Where actual records of data are  
16 not available, Watermaster shall rely on and use sound scientific  
17 and engineering estimates. Watermaster may use preliminary records  
18 of measurements, and, if revisions are subsequently made,  
19 Watermaster may reflect such revisions in subsequent accounting.  
20 Exhibit "C" sets forth methods and procedures for determining  
21 surface flow components. Watermaster shall use either the same  
22 procedures or procedures that will yield results of equal or  
23 greater accuracy.

24 x. Biological Resource Mitigation. To implement  
25 the Biological Resource Mitigation measures set forth in Exhibit  
26 "H" herein.

27 ///

28 ///

1 C. ASSESSMENTS

2 25. Purpose. Watermaster shall levy and collect  
3 Assessments from the Parties based upon Production in accordance  
4 with the time schedules set forth in Exhibit "D". Watermaster  
5 shall levy and collect such Assessments as follows:

6 a. Administrative Assessments. Administrative  
7 Assessments to fund the Administrative Budget adopted by the  
8 Watermaster pursuant to Paragraph 24(j) shall be levied uniformly  
9 against each acre foot of Production. A Producer who does not  
10 Produce in a given Year shall pay an Administrative Assessment in  
11 amount equal to the lowest MWA assessment for Minimal Producers for  
12 that Year.

13 b. Replacement Water Assessments. Replacement  
14 Water Assessments shall be levied against each Producer on account  
15 of such Producer's Production, after any adjustment pursuant to  
16 Paragraph 24(q), in excess of such Producer's share of the Free  
17 Production Allowance in each Subarea during the prior Year.

18 c. Makeup Water Assessments. Makeup Water  
19 Assessments shall be levied against each Producer in each Subarea  
20 on account of each acre-foot of Production therein which does not  
21 bear a Replacement Assessment hereunder, after any adjustment  
22 pursuant to Paragraph 24(q), to pay all necessary costs of  
23 satisfying the Makeup Obligation, if any, of that Subarea.

24 d. Biological Resource Assessment. To establish  
25 and, to the extent needed, to maintain the Biological Resource  
26 Trust Fund balance at one million dollars (in 1993 dollars)  
27 pursuant to Paragraph 24(x) and Exhibit "H", a Biological Resource  
28 Assessment in an amount not to exceed fifty cents (in 1993 dollars)



1 for each acre-feet of Production shall be levied uniformly against  
2 each producer except the California Department of Fish and Game.

3 e. MWA Assessment of Minimal Producers. The MWA  
4 shall identify and assess Minimal Producers through its own  
5 administrative procedures, and not acting as Watermaster.

6 26. Procedure. Each Party hereto is ordered to pay the  
7 Assessments herein provided for, which shall be levied and  
8 collected in accordance with the procedures and schedules set forth  
9 in Exhibit "D". Any Assessment which becomes delinquent, as  
10 defined in Paragraph 7 of Exhibit "D", shall bear interest at the  
11 then current San Bernardino County property tax delinquency rate  
12 Said interest rate shall be applicable to any said delinquent  
13 Assessment from the due date thereof until paid. Such delinquent  
14 Assessment, together with interest thereon, costs of suit,  
15 attorneys fees and reasonable costs of collection, may be collected  
16 pursuant to motion giving notice to the delinquent Party only, or  
17 Order to Show Cause proceeding, or such other lawful proceeding as  
18 may be instituted by the Watermaster; and shall, if provided for in  
19 the MWA Act, constitute a lien on the property of the Party as of  
20 the same time and in the same manner as does the tax lien securing  
21 County property taxes. The Watermaster shall Annually certify a  
22 list of all such unpaid delinquent Assessments to the MWA (in  
23 accordance with applicable provisions of the MWA Act). The MWA (in  
24 accordance with applicable provisions of the MWA Act) shall include  
25 the names of those Parties and the amounts of the liens in its list  
26 to the County Assessor's Office in the same manner and at the same  
27 time as it does its administrative assessments. MWA shall account  
28 for receipt of all collections of Assessments collected pursuant to

1 this Judgment, and shall pay such amounts collected pursuant to  
2 this Judgment to the Watermaster. The Watermaster shall also have  
3 the ability to enjoin production of those Persons who do not pay  
4 Assessments pursuant to this Judgment.

5           27.     Availability of Supplemental Water.           All  
6 Replacement and Makeup Water Assessments collected by the  
7 Watermaster shall be used to acquire Supplemental Water from MWA.  
8 Watermaster shall determine when to request Supplemental Water from  
9 MWA and shall determine the amount of Supplemental Water to be  
10 requested. MWA shall use its best efforts to acquire as much  
11 Supplemental Water as possible in a timely manner. If MWA  
12 encounters delays in the acquisition of Supplemental Water which,  
13 due to cost increases, results in collected assessment proceeds  
14 being insufficient to purchase all Supplemental Water for which the  
15 Assessments were made, MWA shall purchase as much water as the  
16 proceeds will allow when the water becomes available. If available  
17 Supplemental Water is insufficient to meet all Makeup and  
18 Replacement Water obligations, Watermaster shall allocate the  
19 Supplemental Water for delivery to the Subareas on an equitable and  
20 practicable basis pursuant to duly adopted Watermaster rules and  
21 regulations, giving preference to: First, Transition Zone  
22 Replacement Water Obligations as set forth in Exhibit "G"; Second,  
23 Makeup Water Obligations; and Third, other Replacement Water  
24 Obligations. MWA may acquire Supplemental Water at any time. MWA  
25 shall be entitled to enter into a Storage Agreement with  
26 Watermaster to store water MWA acquires prior to being paid to do  
27 so by Watermaster. Such water, including such water acquired and  
28 stored prior to the date of this Judgment or prior to the entry of

1 a Storage Agreement, may later be used to satisfy MWA's duty under  
2 this paragraph.

3 28. Use of Replacement Water Assessment Proceeds and  
4 Makeup Water Assessment Proceeds. The Proceeds of Replacement  
5 Water Assessments and any interest accrued thereon shall only be  
6 used for the purchase of Replacement Water for that Subarea from  
7 which they were collected. In addition, the proceeds of  
8 Replacement Water Assessments collected on account of Production in  
9 the Transition Zone, except as provided in Exhibit "G", shall only  
10 be used for the purchase of Replacement Water for the Transition  
11 Zone, and the proceeds of Replacement Water Assessments collected  
12 on account of Production in that portion of the Baja Subarea  
13 downstream of the Calico-Newberry fault shall only be used for the  
14 purchase of Replacement Water for that portion of the Baja Subarea  
15 downstream of the Calico-Newberry fault. The proceeds of Makeup  
16 Water Assessments and any interest accrued thereon shall only be  
17 used for the purchase of Makeup Water to satisfy the Makeup  
18 Obligation for which they are collected.

19 29. MWA Annual Report to the Watermaster. MWA shall  
20 Produce and deliver to Watermaster an Annual written report  
21 regarding actions of MWA required by the terms of this Judgment.  
22 The report shall contain: 1) a summary of the actions taken by MWA  
23 in identifying and assessing Minimal Producers, including a report  
24 of Assessments made and collected; 2) a summary of other MWA  
25 activities in collecting Assessment on behalf of Watermaster; 3) a  
26 report of water purchases and water distribution for the previous  
27 Year; 4) actions taken to implement its Regional Water Management  
28 Plan, including actions relating to conveyance facilities referred



1 to in this Judgment. The MWA report will be provided to  
2 Watermaster not less than 30 days prior to the Annual Watermaster  
3 report to the Court required by this Judgment.

4 D. SUBAREA ADVISORY COMMITTEES.

5 30. Authorization. The Producers in each of the five  
6 Subareas are hereby authorized and directed to cause committees of  
7 Producer representatives to be organized and to act as Subarea  
8 Advisory Committees.

9 31. Composition and Election. Each Subarea Advisory  
10 Committee shall consist of five (5) Persons who shall be called  
11 advisors. In the election of advisors, every Party shall be  
12 entitled to one vote for every acre-foot of Base Annual Production  
13 for that Party in that particular Subarea. Parties may cumulate  
14 their votes and give one candidate a number of votes equal to the  
15 number of advisors to be elected multiplied by the number of votes  
16 to which the Party is normally entitled, or distribute the Party's  
17 votes on the same principle among as many candidates as the Party  
18 thinks fit. In any election of advisors, the candidates receiving  
19 the highest number of affirmative votes of the Parties are elected.  
20 Elections shall be held upon entry of this Judgment and thereafter  
21 every third year. In the event a vacancy arises, a temporary  
22 advisor shall be appointed by unanimous decision of the other four  
23 advisors to continue in office until the next scheduled election.  
24 The California Department of Fish and Game shall serve as a  
25 permanent ex-officio member of the Alto and Baja Subarea Advisory  
26 Committees. Rules and regulations regarding organization, meetings  
27 and other activities shall be at the discretion of the individual

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1 Subarea Advisory Committees, except that all meetings of the  
2 committees shall be open to the public.

3 32. Compensation. The Subarea Advisory Committee  
4 members shall serve without compensation.

5 33. Powers and Functions. The Subarea Advisory  
6 Committee for each Subarea shall act in an advisory capacity only  
7 and shall have the duty to study, review and make recommendations  
8 on all discretionary determinations made or to be made hereunder by  
9 Watermaster which may affect that Subarea.

10 E. TRANSFERABILITY.

11 34. Assignment, Transfer, etc. of Rights. In order to  
12 further the purposes of this Judgment and Physical Solution, any  
13 Base Annual Production Right, or any portion thereof, may be sold,  
14 assigned, transferred, licensed or leased pursuant to the rules and  
15 procedures set forth in Exhibit "F".

16 F. MISCELLANEOUS PROVISIONS.

17 35. Water Quality. Nothing in this Judgment shall be  
18 interpreted as relieving any Party of its responsibilities to  
19 comply with state or federal laws for the protection of water  
20 quality or the provisions of any permits, standards, requirements,  
21 or orders promulgated thereunder.

22 36. Review Procedures. Any action, decision, rule or  
23 procedure of Watermaster pursuant to this Judgment shall be subject  
24 to review by the Court on its own motion or on timely motion by any  
25 Party, as follows:

26 a. Effective Date of Watermaster Action. Any  
27 order, decision or action of Watermaster pursuant to this Judgment  
28 on noticed specific agenda items shall be deemed to have occurred

1 on the date of the order, decision or action.

2 b. Notice of Motion. Any Party, may, by a  
3 regularly noticed motion, petition the Court for review of  
4 Watermaster's action or decision pursuant to this Judgment. The  
5 motion shall be deemed to be filed when a copy, conformed as filed  
6 with the Court, has been delivered to Watermaster together with the  
7 service fee established by Watermaster sufficient to cover the cost  
8 to photocopy and mail the motion to each Party. Watermaster shall  
9 prepare copies and mail a copy of the motion to each Party or its  
10 designee according to the official service list which shall be  
11 maintained by Watermaster according to Paragraph 37. A Party's  
12 obligation to serve notice of a motion upon the Parties is deemed  
13 to be satisfied by filing the motion as provided herein. Unless  
14 ordered by the Court, any such petition shall not operate to stay  
15 the effect of any Watermaster action or decision which is  
16 challenged.

17 c. Time for Motion. A motion to review any  
18 Watermaster action or decision shall be filed within ninety (90)  
19 days after such Watermaster action or decision, except that motions  
20 to review Watermaster Assessments hereunder shall be filed within  
21 thirty (30) days of mailing of notice of the Assessment.

22 d. De Novo Nature of Proceeding. Upon filing of a  
23 petition to review Watermaster action, the Watermaster shall notify  
24 the Parties of a date when the Court will take evidence and hear  
25 argument. The Court's review shall be de novo and the Watermaster  
26 decision or action shall have no evidentiary weight in such  
27 proceeding.

28 ///



1 e. Decision. The decision of the Court in such  
2 proceeding shall be an appealable Supplemental Order in this case.  
3 When the same is final, it shall be binding upon Watermaster and  
4 the Parties.

5 f. Payment of Assessments. Payment of Assessments  
6 levied by Watermaster hereunder shall be made pursuant to the time  
7 schedule in Exhibit "D"; notwithstanding any motion for review of  
8 Watermaster actions, decisions, rules or procedures, including  
9 review of Watermaster Assessments.

10 37. Designation of Address for Notice and Service. Each  
11 Party shall designate the name and address to be used for purposes  
12 of all subsequent notices and service herein, either by its  
13 endorsement on the Stipulation for Judgment or by a separate  
14 designation to be filed within thirty (30) days after Judgment has  
15 been entered. Said designation may be changed from time to time by  
16 filing a written notice of such change with Watermaster. Any Party  
17 desiring to be relieved of receiving notices of Watermaster  
18 activity may file a waiver of notice on a form to be provided by  
19 Watermaster. Watermaster shall maintain at all times a current  
20 list of Parties to whom notices are to be sent and their addresses  
21 for purposes of service. Watermaster shall also maintain a full  
22 current list of names and addresses of all Parties or their  
23 successors, as filed herein. Copies of such lists shall be  
24 available to any Person. If no designation is made, a Party's  
25 designee shall be deemed to be, in order of priority: i) the  
26 Party's attorney of record; ii) if the Party does not have an  
27 attorney of record, the Party itself at the address on the  
28 Watermaster list.

1           38. Service of Documents. Delivery to or service upon  
2 any Party by Watermaster, by any other Party, or by the Court, of  
3 any document required to be served upon or delivered to a Party  
4 under or pursuant to the Judgment shall be deemed made if made by  
5 Deposit thereof (or by copy thereof) in the mail, first class,  
6 postage prepaid, addressed to the designee of the Party and at the  
7 address shown in the latest designation filed by that Party.

8           39. No Abandonment of Rights. It is in the interest of  
9 reasonable beneficial use of the Basin Area and its water supply  
10 that no Party be encouraged to take and use more water in any Year  
11 than is actually required. Failure to Produce all of the water to  
12 which a Party is entitled hereunder shall not, in and of itself, be  
13 deemed or constitute an abandonment of such Party's right, in whole  
14 or in part.

15           40. Intervention After Judgment. Any person who is not  
16 a Party or successor to a Party and who proposes to Produce water  
17 from the Basin Area may seek to become a Party to this Judgment  
18 through a Stipulation for Intervention entered into with  
19 Watermaster. Watermaster may execute said Stipulation on behalf of  
20 the other Parties herein but such Stipulation shall not preclude a  
21 Party from opposing such Intervention at the time of the Court  
22 hearing thereon. Said Stipulation for Intervention must thereupon  
23 be filed with the Court, which will consider an order confirming  
24 said intervention following thirty (30) days' notice to the  
25 Parties. Thereafter, if approved by the Court, such intervenor  
26 shall be a Party bound by this Judgment and entitled to the rights  
27 and privileges accorded under the Physical Solution herein.

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1           41. Recordation of Notice. MWA shall within sixty (60)  
2 days following entry of this Judgment record in the Office of the  
3 County Recorder of the County of San Bernardino a notice  
4 substantially complying with the notice content requirements set  
5 forth in Section 2529 of the California Water Code.

6           42. Judgment Binding on Successors, etc. Subject to  
7 specific provisions hereinbefore contained, this Judgment and all  
8 provisions thereof are applicable to and binding upon and inure to  
9 the benefit of not only the Parties to this action, but as well to  
10 their respective heirs, executors, administrators, successors,  
11 assigns, lessees, licensees and to the agents, employees and  
12 attorneys in fact of any such Persons.

13           43. Costs. No Party stipulating to this Judgment shall  
14 recover any costs or attorneys fees in this proceeding from another  
15 stipulating Party.

16           44. Entry of Judgment. The Clerk shall enter this  
17 Judgment.

18 Dated: JAN 10 1996

19 E. MICHAEL KAISER

20 E. Michael Kaiser, Judge  
21 Superior Court of the State  
22 of California for the  
23 County of Riverside  
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EXHIBIT A

MAP OF MOJAVE BASIN AREA

[INDEX MAP AND DETAIL SHEET CONSISTING OF 42  
1" = 4,000' SCALE MAPS COVERING THE BASIN  
AREA; THE MAP IS ON DISPLAY AT THE OFFICE OF  
THE MOJAVE WATER AGENCY, 22450 HEADQUARTERS,  
APPLE VALLEY, CA 92307 AND ON FILE WITH THE  
COURT]

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**EXHIBIT B**

**PRODUCTION TABLES**

**CONTENTS**

<b>TABLE B-1:</b>	<b>TABLE SHOWING BASE ANNUAL PRODUCTION AND BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN EACH SUBAREA AND FREE PRODUCTION ALLOWANCES FOR EACH SUBAREA FOR THE FIRST FIVE YEARS AFTER ENTRY OF THE INTERLOCUTORY JUDGMENT</b>
<b>TABLE B-2:</b>	<b>TABLE SHOWING TOTAL VERIFIED PRODUCTION, BASE ANNUAL PRODUCTION AND RECIRCULATED WATER PRODUCTION FOR AQUACULTURE AND FOR RECREATIONAL LAKES</b>

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ESTATE SURAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

ESTATE SURAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-PEET)		BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)		FREE PRODUCTION ALLOWANCES (ACRE-PEET)				
					FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
ASHSHIRE, DAVID V	24		0.1093		24	22	21	20	19
ANDERSON, ROSS C & BETTY J	34		0.1546		34	32	30	28	27
BAR H MUTUAL WATER COMPANY	53		0.2414		53	50	47	45	42
BELL, CHUCK	494		2.2487		494	469	444	418	395
BURNS, BOBBY J & EVELYN J	1,300		5.9204		1,300	1,235	1,170	1,105	1,040
CASA COLINA FOUNDATION	90		0.4099		90	85	81	76	72
CENTER WATER CO	40		0.1812		40	38	36	34	32
CLUB VIEW PARTNERS	1,276		5.8111		1,276	1,212	1,148	1,084	1,020
CROSS, LAWRENCE E	23		0.1047		23	21	20	19	18
CRYSTAL HILLS WATER COMPANY	194		0.8835		194	184	174	164	155
DAHLQUIST, GEORGE R	594		2.7052		594	564	534	504	478
DELFERDANO, ROBERT H	56		0.2550		56	53	50	47	44
DESERT DAWN MUTUAL WATER COMPANY	15		0.0683		15	14	13	12	12
GASTA, TRINIDAD	512		2.3317		512	486	460	435	409
GAUTKIAN, SAMUEL & NAEEL	102		0.4648		102	96	91	86	81
GRACETOWN INVESTMENT CO - JETCO BROP FUND	752		3.4247		752	714	676	639	601
GUELER, NANS	30		0.1366		30	28	27	25	24
HAL-DOR LTD	23		0.1047		23	21	20	19	18
HANDLST, DON R & MARY ANN	73		0.3338		73	69	65	62	58
HART, MERRILL W	473		2.1541		473	449	425	402	378
HERT, SCOTT	276		1.2569		276	262	248	234	220
HI-GRADE MATERIALS	442		3.0129		442	418	397	375	353
HUTCHIN LUCERNE, INC	16		0.0729		16	15	14	13	12
JAMES RANCH	28		0.1275		28	26	25	23	22



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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ESTE SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

ESTE SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)		BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)		FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
					FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
JUBILEE MUTUAL WATER COMPANY	142	0.5467	142	0.5467	142	134	127	120	113
JUNIPER RIVIERA COUNTY WATER DISTRICT	37	0.1685	37	0.1685	37	35	33	31	29
LEE, DOO HWAN	78	0.3552	78	0.3552	78	74	70	66	62
LOPEZ, BALTAZAR	385	1.7533	385	1.7533	385	365	346	327	308
LUA, ANTONIO	348	1.5848	348	1.5848	348	330	313	295	278
LUCERNE VALLEY MUTUAL WATER COMPANY	54	0.2459	54	0.2459	54	51	48	45	43
LUCERNE VALLEY PARTNERS	1,213	5.5242	1,213	5.5242	1,213	1,182	1,091	1,031	970
LUCERNE VISTA WATER CO	21	0.0956	21	0.0956	21	19	18	17	16
MITSUBISHI CEMENT CORPORATION	1,299	5.9158	1,299	5.9158	1,299	1,234	1,169	1,104	1,039
MORACO INVESTMENT COMPANY	70	0.3188	70	0.3188	70	66	63	59	56
MOSES, LAWRENCE W & HELEN J	43	0.1958	43	0.1958	43	40	38	36	34
PARK, CHANNIO	597	2.7188	597	2.7188	597	567	537	507	477
PARK, JEONG, IL & HEA JA	96	0.4372	96	0.4372	96	91	86	81	76
PEREZ, EVA	247	1.1249	247	1.1249	247	234	222	209	197
PETTIGREW, DAN	1,422	6.4760	1,422	6.4760	1,422	1,350	1,279	1,208	1,137
PETTIGREW, HOWARD L	1,500	6.8312	1,500	6.8312	1,500	1,425	1,360	1,275	1,208
PLATZESS-STAUER CALIFORNIA INC	23	0.1047	23	0.1047	23	21	20	19	18
REED, MIKE	58	0.2641	58	0.2641	58	55	52	49	46
ROGERS, ROY	1,449	6.5990	1,449	6.5990	1,449	1,376	1,304	1,231	1,159
SAN BRANDINO CO SERVICE AREA 29	21	0.0956	21	0.0956	21	19	18	17	16
SEALS, LAWRENCE	113	0.5146	113	0.5146	113	107	101	96	90
SON'S RANCH	140	0.6376	140	0.6376	140	133	126	119	113
SOUTHERN CALIFORNIA WATER COMPANY	178	0.8106	178	0.8106	178	169	160	151	143
SPECIALTY MINERALS, INC	42	0.1913	42	0.1913	42	39	37	35	33

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ESTE SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

ESTE SUBAREA PRODUCER	BASE ANNUAL 1 PRODUCTION (ACRE-FEET)	BASE ANNUAL 2 PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
APILLANS, JAMES R & NANCY J	23	0.1047	23	21	20	19	10
STEWART WATER COMPANY	54	0.2459	54	51	48	45	43
STREINGER, W EDWARD	573	2.6095	573	544	516	487	466
THE CUSHENBURY TRUST, C/O SPECIALTY MINERALS, INC	10	0.0456	10	9	9	8	8
TURNER, LOND & CAROL	77	0.3507	77	73	69	68	61
VISOSEKY, JOSEPH F JR	1,120	5.1006	1,120	1,064	1,008	983	896
WEISER, SIDNEY & RAQUEL	90	0.4099	90	86	81	76	72
WILLOW WELLS MUTUAL WATER COMPANY	20	0.1366	20	20	27	26	24

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ESTE SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

ESTE SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
MINERAL PRODUCER POOL	2,000	9.1083	2,000	1,900	1,800	1,700	1,600
UNIDENTIFIED/UNVERIFIED PRODUCER POOL	1,485	6.7629					
ESTE SUBAREA TOTALS =	21,958	100					

- Base Annual Production is the reported maximum year production for each producer for the five year period 1986-1990. These values reflect the maximum production determined by one or more of the following: Southern California Edison records, site inspection, land use estimates from 1987 and 1989 aerial photography and responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.
- Base Annual Production Right expressed as a percentage of the Total Base Annual Production.
- Value based on production ramp down of five percent (5%) per year. Free Production Allowance for the fifth year is equal to eighty percent (80%) of the Base Annual Production.



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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN OESTE SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

OESTE SUBAREA PRODUCER	BASE ANNUAL 1 PRODUCTION (ACRE-FEET)	BASE ANNUAL 2 PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
ABROCHEN, INC	660	5.3645	660	627	594	561	528
BROWN, DOUG & SUE	46	0.1729	46	43	41	39	36
CLANISAL MUTUAL	96	0.7803	96	91	86	81	76
DAVIS, PAUL	19	0.1544	19	18	17	16	15
DOSSET, D A	14	0.1138	14	13	12	11	11
MEADOWBROOK DAIRY	2,335	18.9791	2,335	2,318	2,101	1,984	1,868
RESSEQUE, JOHN & BILL	259	2.1052	259	246	233	220	207
SAN BERNARDINO CO SERVICE AREA 706	210	0.8941	110	104	99	93	88
SAN BERNARDINO CO SERVICE AREA 701	1,306	10.5153	1,306	1,240	1,175	1,110	1,044
THORPSON, ROBERT F & A KATHLEEN	40	0.3251	40	38	36	34	33
TROSCER, RICHARD H	112	0.9102	112	106	100	95	89
VAN DAM BROTHERS	1,860	15.1183	1,860	1,767	1,674	1,581	1,488

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN OESTE SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

OESTE SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
MINIMAL PRODUCER POOL	2,500	12.1921	1,500	1,425	1,350	1,275	1,200
UNIDENTIFIED/UNVERIFIED PRODUCER POOL	3,946	32.0735					
OESTE SUBAREA TOTALS *	12,303	100					

- Base Annual Production is the reported maximum year production for each producer for the five year period 1986-1990. These values reflect the maximum production determined by one or more of the following: Southern California Edison Records, site inspection, land use estimates from 1987 and 1989 aerial photography and responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.
- Base Annual Production Right expressed as a percentage of the Total Base Annual Production.
- Values based on production ramp down of five percent (5%) per year. Free Production Allowance for the fifth year is equal to eighty percent (80%) of the Base Annual Production.

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EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

PRODUCER	BASE ANNUAL PRODUCTION (ACRE-FEET)	BASE ANNUAL PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
ABBOND, EDWARD & GRACE	28	0.0229	28	26	25	23	22
ABBOTT, LEONARD C	284	0.2321	284	269	258	241	227
ADRIANTO, CITY OF	1,573	1.2855	1,573	1,494	1,415	1,327	1,254
ADRIANTO, CITY OF - GEORGE A P B	3,433	2.8055	3,433	3,261	3,089	2,918	2,746
MOCON, INC	384	0.3138	384	364	345	326	307
APPLE VALLEY COUNTRY CLUB	709	0.5794	709	673	638	602	567
APPLE VALLEY DEVELOPMENT	724	0.5917	724	687	651	615	579
APPLE VALLEY FOOTHILL CO WATER DISTRICT	167	0.1365	167	158	150	141	133
APPLE VALLEY HEIGHTS COUNTY WATER DISTRICT	125	0.1022	125	118	112	106	100
APPLE VALLEY RANCHOS WATER COMPANY	13,022	10.6419	13,022	12,370	11,719	11,068	10,417
APPLE VALLEY RECREATION & PARKS	45	0.0368	45	42	40	38	36
APPLE VALLEY VIEW MUTUAL WATER CO	36	0.0294	36	34	32	30	28
APPLE VALLEY, TOWN OF	298	0.2435	298	283	268	253	238
ARC LAS FLORES	6,331	5.1739	6,331	6,014	5,697	5,381	5,064
BACA, ENRIQUE	74	0.0605	74	70	66	62	59
SALOY MESA WATER DISTRICT	1,495	1.2218	1,495	1,420	1,345	1,270	1,196
BASS, NEWTON T	514	0.4201	514	488	462	436	411
BASTIANON, RONO	77	0.0629	77	73	69	66	61
BASURA, STEVE	25	0.0204	25	23	22	21	20
BEINSCHROTH, A J	90	0.0736	90	85	81	76	72
BOYCE, KENNETH & WILLA	102	0.0834	102	96	91	86	81
BROWN, BOBBY G & VALERIA R	42	0.0343	42	39	37	35	33
BURNS, ULYSSES & ANNIE L	164	0.1340	164	155	147	139	131
CARDOSO, MANUEL & MARIA	909	0.7429	909	863	818	772	727



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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

ALTO SUBAREA	PRODUCER	BASE ANNUAL 1		BASE ANNUAL 2		FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
		PRODUCTION (ACRE-FEET)	RIGHT (PERCENT)	PRODUCTION (PERCENT)	RIGHT (PERCENT)	FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
CDPG - MOJAVE NARRONS REGIONAL PARK		2,107	1.7219	2,107	1.7219	2,001	2,001	2,001	2,001	2,001
CDPG - MOJAVE RIVER FISH HATCHERY		20	0.0163	20	0.0163	19	19	19	19	19
CLARK, KENNETH R		229	0.1822	229	0.1822	211	211	211	211	211
CLARK VIEW FARMS		501	0.4094	501	0.4094	475	475	475	475	475
CORP LAND, ET AL (C/O DON W. LITTLE)		175	0.1430	175	0.1430	166	166	166	166	166
CRAVER, MARGARET NUIR		280	0.2288	280	0.2288	266	266	266	266	266
CUNNINGHAM, WILLIAM		29	0.0237	29	0.0237	27	27	27	27	27
DENTER, CLAIR F		175	0.1430	175	0.1430	166	166	166	166	166
DENTER, J P		515	0.4209	515	0.4209	489	489	489	489	489
DIERNARDO, JOHN		203	0.1659	203	0.1659	192	192	192	192	192
DOLCH, ROBERT A JUDY		426	0.3481	426	0.3481	404	404	404	404	404
DOWNEROWSKI, MICHAEL W & SUSAN W		19	0.0155	19	0.0155	18	18	18	18	18
DOWSE, PHILIP		20	0.0163	20	0.0163	19	19	19	19	19
EVENSON, EDWIN H & JOYCELAINE		70	0.0572	70	0.0572	66	66	66	66	66
FISHER, DOLORES DR		48	0.0392	48	0.0392	45	45	45	45	45
FISHER, JEROME		633	0.5173	633	0.5173	601	601	601	601	601
FITZWATER, R E		291	0.2378	291	0.2378	276	276	276	276	276
GARCIA, SONIA L		288	0.2354	288	0.2354	273	273	273	273	273
GOWES, CIRIL - LIVING TRUST		330	0.2697	330	0.2697	313	313	313	313	313
GREEN ACRES ESTATES		25	0.0204	25	0.0204	23	23	23	23	23
GULBRANSON, MERLIN		163	0.1332	163	0.1332	154	154	154	154	154
HILLENDALE SCHOOL DISTRICT		18	0.0147	18	0.0147	17	17	17	17	17
HESPERIA GOLF AND COUNTRY CLUB		678	0.5541	678	0.5541	644	644	644	644	644
HESPERIA WATER DISTRICT		12,213	9.9808	12,213	9.9808	11,602	11,602	11,602	11,602	11,602
						10,991	10,991	10,991	10,991	10,991
						9,770	9,770	9,770	9,770	9,770

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

ALTO SUBAREA	PRODUCER	BASE ANNUAL 1		BASE ANNUAL 2		FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
		PRODUCTION (ACRE-FEET)	RIGHT (PERCENT)	PRODUCTION (PERCENT)	RIGHT (PERCENT)	FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
MT-GRADE MATERIALS		149	0.1218	149	0.1218	149	141	134	126	119
HODGE, STANLEY W		57	0.0548	57	0.0548	57	63	60	56	52
HOLWAY, ROBERT		39	0.0713	39	0.0713	39	83	79	74	70
HRUNIK, THOMAS A		3,862	3.1561	3,862	3.1561	3,862	3,658	3,475	3,282	3,089
INDUSTRIAL ASPHALT		109	0.0891	109	0.0891	109	103	98	92	87
JESS RANCH WATER COMPANY		7,480	6.1127	7,480	6.1127	7,480	7,106	6,732	6,358	5,984
JOHNSON, LARRY & CARLEEN		82	0.0670	82	0.0670	82	77	73	69	65
JOHNSON, RONALD		31	0.0253	31	0.0253	31	28	27	26	24
JOHNSTON, HARRIET AND LARRY W		127	0.1038	127	0.1038	127	120	114	107	101
KEMPER CAMPBELL RANCH		473	0.3865	473	0.3865	473	449	425	402	378
LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT		658	0.5377	658	0.5377	658	625	592	559	526
LAMSON, ERNEST & BARBARA		15	0.0123	15	0.0123	15	14	13	12	12
LENNERT, RONALD & TONY		37	0.0302	37	0.0302	37	35	33	31	29
LEWIS HOMES OF CALIFORNIA		2,693	2.2336	2,693	2.2336	2,693	1,608	1,523	1,439	1,354
LONGMAN, JACK		115	0.0940	115	0.0940	115	109	103	97	92
LOUNSBURY, J PETER & CAROLYN		206	0.1700	206	0.1700	206	197	187	176	166
LOW, ROBERT		399	0.3261	399	0.3261	399	379	359	339	319
LUCKEY, MANLEY J		800	0.6528	800	0.6528	800	760	720	680	640
LUTH, KEN		27	0.0221	27	0.0221	27	25	24	22	21
MARIANA RANCHOS COUNTY WATER DISTRICT		245	0.2002	245	0.2002	245	232	220	208	196
MCCALL, REX		44	0.0360	44	0.0360	44	41	39	37	35
MCINNIS, WILLIAM S		30	0.0245	30	0.0245	30	28	27	25	24
MITCHELL, ROBIN & JUDITH		36	0.0294	36	0.0294	36	34	32	30	28
MURPHY, BERNARD H		25	0.0204	25	0.0204	25	23	22	21	20

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SWABREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
MURPHY, BERNARD TRUST	162	0.1324	162	152	145	137	129
MURPHY, KENNETH	42	0.0343	42	39	37	35	32
MUTUAL FUNDING CORP	101	0.0825	101	96	90	85	80
NAVAJO MUTUAL WATER CO	88	0.0719	88	83	78	74	70
NUNN, DONALD & PEARL	56	0.0539	56	52	50	48	45
O'BRYANT, ROBERT C & BARBARA	107	0.0874	107	101	96	90	85
ORRISBY, HARRY G	386	0.3154	386	366	347	328	308
PALISADES RANCH	824	0.6714	824	782	741	700	659
PARKER, DAVID E	37	0.0302	37	35	32	31	29
PEARL, ALICE	147	0.1201	147	139	132	124	117
PEARSON, DERYL B	22	0.0180	22	20	19	18	17
PERRY, THOMAS A	35	0.0286	35	33	31	29	28
PETTIS TRUST	126	0.1030	126	119	113	107	100
PHENIX PROPERTIES LTD	652	0.5328	652	619	586	554	521
PITTMAN, LEROY W	148	0.1209	148	140	132	125	118
POLICH, LEE & DONNA	65	0.0531	65	61	58	55	52
RANCHERITOS MUTUAL WATER CO	169	0.1381	169	160	152	143	135
RIVERSIDE CEMENT CO - ORO GRANDE PLANT	3,452	2.8211	3,452	3,279	3,106	2,934	2,761
ROGERS, ROY (ORO GRANDE RANCH)	115	0.0940	115	109	103	97	92
RODMAN, ROBERT T	300	0.2452	300	285	270	255	240
RUE RANCH	10	0.0245	10	9	8	7	6
SAN BERNARDINO CO SERVICE AREA 42	465	0.3800	465	441	418	395	372
SAN BERNARDINO CO SERVICE AREA 54	3,822	3.1234	3,822	3,630	3,439	3,248	3,057
SAN BERNARDINO CO SERVICE AREA 70C	2,346	1.9172	2,346	2,228	2,111	1,994	1,876



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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

ALTO SUBAREA PRODUCER	BASE ANNUAL 1		BASE ANNUAL 2		FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
	PRODUCTION (ACRE-FEET)	RIGHT (PERCENT)	PRODUCTION (PERCENT)	RIGHT (PERCENT)	FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
SAN BERNARDINO CO SERVICE AREA 70J	1,005	0.8213	1,005	0.8213	954	954	904	854	804
SAN BERNARDINO CO SERVICE AREA 70L	355	0.2901	355	0.2901	337	337	319	301	284
SAN FILIPPO, JOSEPH E SHELLEY	35	0.0286	35	0.0286	33	33	31	29	28
SILVER LAKES ASSOCIATION	3,987	2.2583	3,987	2.2583	3,787	3,787	3,588	3,388	3,189
SOUTHDOWN, INC	1,519	1.2414	1,519	1.2414	1,443	1,443	1,367	1,291	1,215
SOUTHERN CALIFORNIA WATER COMPANY	940	0.7682	940	0.7682	893	893	846	799	752
SPRING VALLEY LAKE ASSOCIATION	3,056	2.4974	3,056	2.4974	2,903	2,903	2,750	2,597	2,444
SPRING VALLEY LAKE COUNTRY CLUB	977	0.7986	977	0.7986	928	928	879	830	781
STORM, RANDALL	62	0.0507	62	0.0507	58	58	55	52	49
SUDHIER, GLENN W	121	0.0989	121	0.0989	114	114	108	102	96
SUNNIT VALLEY RANCH	452	0.3694	452	0.3694	429	429	406	384	361
TATRO, RICHARD K & SANDRA A	280	0.2288	280	0.2288	266	266	252	238	224
TATUN, JAMES B	829	0.6776	829	0.6776	787	787	746	704	663
TAYLOR, ALLEN C / MAYNAKER RANCH	456	0.3727	456	0.3727	433	433	410	387	364
THOMAS, S DALE	440	0.3596	440	0.3596	418	418	396	374	358
THOMAS, WALTER	36	0.0294	36	0.0294	34	34	32	30	28
THOMPSON, JAMES A	418	0.3416	418	0.3416	397	397	376	355	334
THOMPSON, ROGER	76	0.0621	76	0.0621	72	72	68	64	60
THRASHER, GARY	373	0.3048	373	0.3048	354	354	335	317	298
THUNDERBIRD COUNTY WATER DISTRICT	116	0.0964	116	0.0964	112	112	106	100	94
TURNER, ROBERT	70	0.0572	70	0.0572	66	66	63	59	56
VAIL, JOSEPH B & PAULA E	126	0.1030	126	0.1030	119	119	113	107	100
VAN BURGER, CARL	710	0.5802	710	0.5802	674	674	639	603	568
VAN LEROUEN FAMILY TRUST	341	0.2787	341	0.2787	323	323	306	289	272

\* Durston Wall, location 06N/04W-18E, APN 488-151-11 - water production right of 357 acre/feet, claimed by Durston/Wall  
 Burger/CVB Investments and Industrial Asphalt. Product right to be determined in a subsequent severed proceeding, jurisdiction  
 reserved.

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

ALTO SUBAREA  PRODUCER	BASE ANNUAL <sup>1</sup>		BASE ANNUAL <sup>2</sup>		FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
	PRODUCTION (ACRE-FEET)	RIGHT (PERCENT)	PRODUCTION (ACRE-FEET)	RIGHT (PERCENT)	FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
VANNI, MIKE	54	0.0442	54	0.0442	54	51	48	45	43
VICTOR VALLEY COMMUNITY COLLEGE DIST	240	0.1961	240	0.1961	240	228	215	204	192
VICTOR VALLEY WATER DISTRICT	13,354	10.9132	13,354	10.9132	13,354	12,686	12,018	11,350	10,682
VICTORVILLE, CITY OF	12	0.0098	12	0.0098	12	11	10	10	9
VOGLER, ALBERT H	122	0.1079	122	0.1079	122	125	116	112	105
WACKERN, CASSAR	1,635	1.3362	1,635	1.3362	1,635	1,553	1,471	1,389	1,308
WAKULA, JOHN	291	0.2378	291	0.2378	291	276	261	247	232
WARD, KEN & BARBARA	65	0.0531	65	0.0531	65	61	58	55	52
WEBER, DAVE	80	0.0654	80	0.0654	80	76	72	68	64
WEST, CAROLYN & SMITH, RICHARD	24	0.0196	24	0.0196	24	22	21	20	19
WEST, HOWARD & SUEY	72	0.0588	72	0.0588	72	68	64	61	57
WHITTINGHAM, RICHARD V	15	0.0123	15	0.0123	15	14	13	12	12
YEAGER, H L - CONSTRUCTION COMPANY INC	24	0.0278	24	0.0278	24	22	20	18	17

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN ALTO SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

ALTO SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
MINIMAL PRODUCER POOL	4,000	3.2689	4,000	3,800	3,600	3,400	3,200
UNIDENTIFIED/UNVERIFIED PRODUCER POOL	4,967	4.0592					
ALTO SUBAREA TOTALS =	122,363	100					

- 1 Base Annual Production is the reported maximum year production for each producer for the five year period 1986-1990. These values reflect the maximum production determined by one or more of the following: Southern California Edison records, site inspection, land use estimates from 1987 and 1989 aerial photography and responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.
- 2 Base Annual Production Right expressed as a percentage of the Total Base Annual Production.
- 3 Values based on production ramp down of five percent (5%) per year. Free Production Allowance for the fifth year is equal to eighty percent (80%) of the Base Annual Production.



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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN CENTRO SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

CENTRO SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FOOT)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FOOT)				
			FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
AGCON, INC	0	0.0000	0	0	0	0	0
AGUIAYO, JEANETTE L	212	0.3742	212	201	190	180	169
ATCHISON, TOPEKA, SANTA FE RAILWAY CO	120	0.2118	120	114	108	102	96
AVDEEF, THOMAS	34	0.0600	34	32	30	28	27
ASTEC FARM DEVELOPMENT COMPANY (Now, Virgil Gorman)	220	0.3883	220	209	198	187	176
BARNES, PAY - EXECUTOR OF ESTATE OF WAYNE BARNES	243	0.4289	243	230	218	206	194
BROMMER, MARVIN	361	0.6372	361	342	324	306	288
BURNS, RITA J & PAMELA E	16	0.0281	16	15	14	13	12
CHAPA, LARRY R	96	0.1694	96	91	86	81	76
CHOI, YONG IL & JOUNG AE	38	0.0671	38	36	34	32	30
CHRISTISON, JOEL	75	0.1324	75	71	67	63	60
COOK, KWON W	169	0.2983	169	160	152	143	135
DE VRIES, NEIL	3,800	6.7070	3,800	3,610	3,420	3,230	3,040
DESERT COMMUNITY BANK	156	0.2753	156	148	140	132	124
DURJAN, FRANK T	50	0.0883	50	47	45	42	40
GAINES, JACK	117	0.2065	117	111	105	99	93
GESSIRIECH, WAYNE	121	0.2136	121	114	108	102	96
GORMAN, VIRGIL	138	0.2435	138	131	124	117	110
GRIEDER, RAYMOND H & DORISANNE	30	0.0530	30	28	27	25	24
GRILL, NICHOLAS P & MILLIE D	21	0.0371	21	19	18	17	16
GROEN, CORNELIS	1,043	1.8409	1,043	990	938	886	834
HANIFY, DBA - WHITE BEAR RANCH	152	0.2693	152	144	136	129	121
HARNSEN, JAMES & RUTH ANN	1,522	2.6863	1,522	1,445	1,369	1,293	1,217
HARPER LAKE COMPANY	1,433	2.5293	1,433	1,361	1,289	1,218	1,146

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN CENTRO SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

CENTRO SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup>		BASE ANNUAL <sup>2</sup>		FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
	PRODUCTION (ACRE-FEET)	RIGHT (PERCENT)	PRODUCTION (PERCENT)	RIGHT (PERCENT)	FIRST YEAR	SECOND <sup>2</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
HI DESERT MUTUAL WATER CO	34	0.0600	34	0.0600	34	32	30	28	27
HILDEMAN, KATHERINE	19	0.0335	19	0.0335	19	18	17	16	15
HILL, MELVIN	2,335	4.1213	2,335	4.1213	2,335	2,218	2,101	1,984	1,868
HOY, MIKE	632	1.1156	632	1.1156	632	600	568	537	505
JORDAN, RAYMOND	460	0.8119	460	0.8119	460	437	414	391	368
JUSTICE, CHRIS	421	0.7431	421	0.7431	421	399	378	357	336
KING, GENEVIEVE H	69	0.1218	69	0.1218	69	65	62	58	55
LEE, SPOONG ETAL & WOO FOONG	77	0.1359	77	0.1359	77	73	69	65	61
LEYERLY, GENEVA	65	0.1147	65	0.1147	65	61	58	55	52
LEYERLY, RICHARD	862	1.5214	862	1.5214	862	818	776	732	689
LUDINGTON, JAMES H & JO ANN	58	0.1024	58	0.1024	58	55	52	49	46
LYON, LOUIS & ERIKA	120	0.2295	120	0.2295	120	123	117	110	104
MARTIN, LEROYELL	14	0.0247	14	0.0247	14	13	12	11	11
MCCOLLAM, CHARLES L	147	0.6125	147	0.6125	147	329	312	294	277
MEAD, G C	90	0.1589	90	0.1589	90	85	81	76	72
MEYERS, LORRIE	27	0.0477	27	0.0477	27	25	24	22	21
NITCHELL, CHARLES A	201	0.3548	201	0.3548	201	190	180	170	160
NOFFITT, THOMAS R & EDITH I	62	0.1094	62	0.1094	62	58	55	52	49
NOOT, WILTON W	9,660	17.0500	9,660	17.0500	9,660	9,177	8,694	8,211	7,738
NELSON, WILFRED L	52	0.0918	52	0.0918	52	49	46	44	42
NEWBERRY SPRINGS COMPANY, INC	2,489	4.3931	2,489	4.3931	2,489	2,364	2,240	2,115	1,991
OHAI, REYNOLDS & DOROTHY	137	0.2418	137	0.2418	137	130	123	116	109
ORPEZA, JOSE M	190	0.3354	190	0.3354	190	180	171	161	153
OSTERUMPE, GEROOLD	260	0.4593	260	0.4593	260	247	234	221	208

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN CENTRO SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

CENTRO SUBAREA PRODUCER	BASE ANNUAL 1 PRODUCTION (ACRE-FEET)	BASE ANNUAL 2 PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
OWL ROCK PRODUCTS COMPANY	466	0.8225	466	442	419	396	373
PG & R	1,657	2.9246	1,657	1,574	1,492	1,408	1,325
REDDY, BONNI V & KAKUNA V	24	0.0424	24	22	21	20	19
ROWLAND, JAMES & HELEN	22	0.0388	22	20	19	18	17
RUISCH, DALE W	650	1.1473	650	617	585	552	520
SHIRKEY, ALAN G & MARY E	35	0.0618	35	33	31	29	28
SMITH, ROBERT A	43	0.0759	43	40	38	36	34
SOFFELAND, WAYNE	783	1.3820	783	743	704	665	626
SOUTHERN CALIFORNIA WATER COMPANY	11,309	19.9605	11,309	10,743	10,178	9,613	9,047
SPINK, WALTHALL	44	0.0777	44	41	39	37	35
ST CHARLES, DONALD B	609	1.0749	609	578	548	517	487
SUN 'N SKY COUNTRY CLUB	337	0.5948	337	320	303	286	269
TALLANSON, WILLIAM V	17	0.0300	17	16	15	14	13
TILLENA, HAROLD	874	1.5435	874	830	786	743	699
VAN DAM, ELBERT & SUSAN	722	1.2743	722	685	649	613	577
VAN LEWEN, JOHN	1,922	3.3923	1,922	1,825	1,729	1,633	1,537
VAN VLIET, MEMORINA	820	1.4473	820	779	738	697	656
VANVOY, LUTHER C	23	0.0406	23	21	20	19	18
VERMOLA, PAT	3,116	5.4998	3,116	2,960	2,804	2,648	2,492
VISSER, ANNIE	91	0.1605	91	86	81	77	72
YANG, YOUNG MO	371	0.6548	371	352	333	315	296
YKENA HANSEN DAIRY	1,000	1.7650	1,000	950	900	850	800



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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN CENTRO SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

CENTRO SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET) <sup>3</sup>				
			FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
MINIMAL PRODUCER POOL	2,000	3.5100	2,000	1,900	1,800	1,700	1,600
UNIDENTIFIED/UNVERIFIED PRODUCER POOL	844	1.5250					
CENTRO SUBAREA TOTALS =	56,657	100					

- 1 Base Annual Production is the reported maximum year production for each producer for the five year period 1986-1990. These values reflect the maximum production determined by one or more of the following: Southern California Edison records, site inspection, land use estimates from 1987 and 1989 aerial photography and responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.
- 2 Base Annual Production Right expressed as a percentage of the Total Base Annual Production.
- 3 Values based on production ramp down of five percent (5%) per year. Free Production Allowances for the fifth year is equal to eighty percent (80%) of the Base Annual Production.

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN BAJA SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

BAJA SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-PEST)	BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-PEST)				
			FIRST YEAR	SECOND YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
AKE, CHARLES J & MARJORIE H	23	0.0332	23	21	20	19	18
ANGERSER, ROBERT J & PEGGY	24	0.0347	24	22	21	20	19
ANTELOPE VALLEY DAIRY	5,430	7.8597	5,430	5,150	4,887	4,618	4,344
ANGUELLES, ALFREDO	1,047	1.5155	1,047	994	942	889	837
ATCHISON, TOFENO, SANTA FE RAILWAY CO	80	0.1158	80	76	72	68	64
BAGLEY, ROY	20	0.0289	20	19	18	17	16
BAIDERRAMA, ALFRED & LINDA	250	0.3619	250	237	225	212	200
BALL, DAVID P	81	0.1172	81	76	72	68	64
BARAK, RICHARD	132	0.1911	132	125	118	112	105
BARBER, JAMES B	167	0.2417	167	158	150	141	133
BARSTON CALICO K O A	24	0.0347	24	22	21	20	19
BAUR, KARL & RITA	26	0.0376	26	24	23	22	20
BEDINGFIELD, LYNNELL & CHARLENE	56	0.0813	56	53	50	47	44
BENTON, PHILIP G	35	0.0507	35	32	31	29	28
BORGONO, STEVEN & WILLIAM B	1,844	2.6691	1,844	1,751	1,659	1,567	1,475
BOWMAN, EDWIN L	31	0.0449	31	29	27	26	24
BROWN, RONALD A	1,080	1.5632	1,080	1,026	972	918	864
BROWN, CRUYLES & LOUISE	33	0.0478	33	31	29	28	26
BRUNS, NICHOLAS	29	0.0420	29	27	26	24	23
CALICO LAKES HOMEOWNERS ASSOCIATION	1,031	1.4923	1,031	979	927	875	824
CALIF DEPT OF TRANSPORTATION	71	0.1028	71	67	63	60	56
CAMPBELL, M A & DIANNE	22	0.0318	22	20	19	18	17
CARTER, JOHN THOMAS	746	1.0798	746	708	671	634	596
CDPG - CAMP CADD	14	0.0203	14	13	12	11	11

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN NAJA SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

NAJA SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup>		BASE ANNUAL <sup>2</sup>		FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
	PRODUCTION (ACRE-FEET)	RIGHT (PERCENT)	PRODUCTION (PERCENT)	RIGHT (PERCENT)	FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
CHANG, TIMOTHY & JANE	18	0.0261	18	0.0261	18	17	16	15	14
CHASTAIN, W C	100	0.1447	100	0.1447	100	95	90	85	80
CHETWINE LAKE, INC	122	0.1766	122	0.1766	122	115	109	103	97
CHIAO HSI DEVELOPMENT	451	0.6528	451	0.6528	451	428	405	383	360
CHO BROTHERS RANCH	758	1.0972	758	1.0972	758	720	682	644	606
CHUANG, MARSHAL	70	0.1013	70	0.1013	70	66	63	59	56
CONNOR, WILLIAM H	25	0.0362	25	0.0362	25	23	22	21	20
COOL WATER RANCH	76	0.1100	76	0.1100	76	72	68	64	60
CRYSTAL LAKES PROPERTY OWNERS ASSOCIATION	447	0.6470	447	0.6470	447	424	402	379	357
DIAGETT COMMUNITY SERVICES DISTRICT	235	0.3402	235	0.3402	235	223	211	199	188
DALJO CORPORATION	31	0.0449	31	0.0449	31	29	27	25	24
DAVIS, RONALD & DONNA	53	0.0767	53	0.0767	53	50	47	45	42
DE JONG, ALAN L	1,648	2.3854	1,648	2.3854	1,648	1,568	1,483	1,400	1,318
DENISON, QUENTIN D	29	0.0420	29	0.0420	29	27	26	24	23
DESERT LAKES CORPORATION - (LAKE DOLORES)	403	0.5991	403	0.5991	403	458	434	410	386
DOCKINO, DONALD P & PATRICIA J	23	0.0333	23	0.0333	23	21	20	19	18
DONALDSON, JERRY & BEVERLY	90	0.1303	90	0.1303	90	85	81	76	72
ELLISON, SUSAN	15	0.0217	15	0.0217	15	14	13	12	11
EVESHAMIAN, JAMES H	110	0.1592	110	0.1592	110	104	99	92	88
FANCETT, EDWARD C	20	0.0289	20	0.0289	20	19	18	17	16
FELIX, ALAN E & CAROL L	36	0.0521	36	0.0521	36	34	32	30	28
FERRIO, DENNIS & NORMA	32	0.0463	32	0.0463	32	30	28	27	25
FRIEND, JOSEPH & DEBORAH	60	0.0868	60	0.0868	60	57	54	51	48
FUNDAMENTAL CHRISTIAN ENDORAVOR	285	0.4125	285	0.4125	285	270	256	242	228



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TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN MAJA SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

MAJA SUBAREA PRODUCER	BASE ANNUAL 1 PRODUCTION (ACRE-FEET)		BASE ANNUAL 2 PRODUCTION RIGHT (PERCENT)		FREE PRODUCTION ALLOWANCES (ACRE-FEET)									
					FIRST YEAR		SECOND YEAR		THIRD YEAR		FOURTH YEAR		FIFTH YEAR	
GARCIA, DANIEL	23		0.0333		23		21		20		19		18	
GOLD, HAROLD	249		0.3604		249		236		224		211		199	
GRAVES, CHESTER B	32		0.0463		32		30		28		27		25	
HAIGH, WHILDYNN & MARGARET	32		0.0463		32		30		28		27		25	
HALL, LARRY	23		0.0333		23		21		20		19		18	
HARALIK, BESS & ROBERT	27		0.0391		27		25		24		22		21	
HARDESTY, LESLIE E & BECKY J	47		0.0680		47		44		42		39		37	
HARESON, NICHOLAS & MARY	30		0.0434		30		28		27		25		24	
HARTER FARMS	1,083		1.5676		1,083		1,028		974		920		866	
HARTER, JOE & SUH	738		1.0682		738		701		664		627		590	
HASTLEY, LONNIE	19		0.0175		19		18		17		16		15	
HARVEY, FRANK	38		0.0550		38		36		34		32		30	
HENDLEY, RICK & BARBARA	48		0.0695		48		45		43		40		38	
HIEFT, PATRICIA J	16		0.0232		16		15		14		13		12	
HILARIDES, FRANK	1,210		1.7514		1,210		1,149		1,089		1,028		968	
HOLLISTER, ROBERT H & RUTH M	44		0.0637		44		41		39		37		36	
HONG, PAUL E & MAY	95		0.1375		95		90		85		80		76	
MORTON'S CHILDREN'S TRUST	106		0.1534		106		100		95		90		84	
MORTON, JOHN MD	183		0.2649		183		173		164		155		146	
MOSKING, JOHN W & JEAN	94		0.1361		94		89		84		79		75	
HUBBARD, ESTER & MIZONO, ARLEEN	28		0.0405		28		26		25		23		22	
HUNT, RALPH M & LILLIAN F	31		0.0449		31		29		27		26		24	
HUTCHISON, WILLIAM O	901		1.3042		901		855		810		765		720	
HYATT, JAMES & BRENDA	210		0.3040		210		199		189		178		168	

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN BAJA SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

BAJA SUBAREA PRODUCER	BASE ANNUAL 1 PRODUCTION (ACRE-FEET)	BASE ANNUAL 2 PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
IRVIN, BERTRAND W	29	0.0420	29	27	25	24	23
J V A AIR INC	54	0.0782	54	51	48	45	42
JACKSON, RAY	20	0.0289	20	19	18	17	16
JOHNSON, JAMES R	247	0.3575	247	234	222	209	197
JUSTICE, CHRIS	6	0.0087	6	5	5	5	4
KAPLAN, ABRAHAM M	76	0.1100	76	72	68	64	60
KASNER, ROBERT	1,001	1.4489	1,001	950	900	850	800
KATCHER, AUGUST M & MARCELINE	23	0.0332	23	21	20	19	18
KEMP, ROBERT & ROSE	32	0.0462	32	30	28	27	25
KIEL, MARY	24	0.0492	34	32	30	28	27
KIN, JOON HO	768	1.1059	764	725	687	649	611
KOSHAREK, JOHN & JOANNE	54	0.0782	54	51	48	45	42
LAKE JODIE PROPERTY OWNERS ASSOCIATION	254	0.3677	254	241	228	215	202
LAKE WAIKINI	98	0.1419	98	93	88	83	78
LAKE WAINANI OWNERS ASSOCIATION	202	0.2924	202	191	181	171	161
LANGLEY, MICHAEL R	20	0.0289	20	19	18	17	16
LAWRENCE, WILLIAM W	45	0.0651	45	42	40	38	36
LEE, MOON & OKERA	49	0.0709	49	46	44	41	39
LEE, VIN JANG T	630	0.9119	620	598	567	535	504
LESHIN, CONNIE & SOL	1,416	2.0496	1,416	1,345	1,274	1,203	1,132
LESHIN, SOL	1,997	2.8906	1,997	1,997	1,797	1,697	1,597
LEVINE, DR LESLIE	1,637	2.3695	1,637	1,555	1,472	1,391	1,309
LONG, BALLARD	35	0.0507	35	33	31	29	28
M BIRD CONSTRUCTION	41	0.0592	41	38	36	34	32

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN BAJA SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

BAJA SUBAREA PRODUCER	BASE ANNUAL <sup>1</sup> PRODUCTION (ACRE-FEET)		BASE ANNUAL <sup>2</sup> PRODUCTION RIGHT (PERCENT)		FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
					FIRST YEAR	SECOND <sup>3</sup> YEAR	THIRD <sup>3</sup> YEAR	FOURTH <sup>3</sup> YEAR	FIFTH <sup>3</sup> YEAR
MAJOURI, AFSAR S	43	0.0912	63	59	56	53	50		
MALIN, LILY	54	0.0782	54	51	48	45	43		
MALONEY, JANICE	36	0.0521	36	34	32	30	28		
MARCROFT, JAMES A & JOAN	38	0.0550	38	36	34	32	30		
MARSHALL, CHARLES	20	0.0269	20	19	18	17	16		
MAYBERRY, DONALD J	41	0.0593	41	38	36	34	32		
MILBRAT, IRVING	73	0.1057	73	69	65	62	58		
MITCHELL, CHARLOTTE	115	0.1665	115	109	103	97	92		
MITCHELL, JAMES L & CHERYL A	155	0.2244	155	147	139	131	124		
MOORE, WAYNE G & JULIA H	102	0.1491	103	97	92	87	82		
MORRIS, KARL	304	0.4400	304	288	273	258	243		
MULLIGAN, ROBERT & INEZ	35	0.0507	35	33	31	29	28		
NEWMERRY COMMUNITY SERVICE DIST	23	0.0333	23	21	20	19	18		
NU VIEW DEVELOPMENT, INC	2,899	4.1962	2,899	2,756	2,609	2,464	2,319		
O P D L INC	109	0.1578	109	103	98	92	87		
O'KEEFE, SARAH-LEE & JOCKE R	50	0.0724	50	47	45	42	40		
P & H ENGINEERING & DEV CORP	657	0.9654	657	623	600	566	533		
PARKER, GEORGE R	144	0.2084	144	136	129	123	118		
PATHFINDER INVESTORS	472	0.6832	472	448	424	401	377		
PAYAN, PAUL	22	0.0463	22	20	20	27	25		
PERKO, BERT K	132	0.1911	132	125	118	112	105		
PITTS, JOE	30	0.0434	30	28	27	25	24		
POHL, ANDREAS & CATHLYN	17	0.0245	17	16	15	14	13		
POLAND, JOHN R & SANDRA M	92	0.1332	92	87	82	78	73		



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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN RAJA SUBAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

RAJA SUBAREA PRODUCER	BASE ANNUAL 1 PRODUCTION (ACRE-FEET)	BASE ANNUAL 2 PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
			FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
PRICE, ALAN E	37	0.0536	37	36	33	31	29
PRICE, DONALD	42	0.0608	42	39	37	36	33
POCHABER, WILLIAM F TRUST	63	0.0912	63	58	56	53	50
PURCIO, THOMAS F & PATRICIA A	80	0.1158	80	76	72	68	64
RANDOLPH, JOAN E	34	0.0347	24	22	21	20	19
REEVES, RICHARD	230	0.3389	230	218	207	196	184
RICE, DANIEL & MARY	121	0.1751	121	114	108	102	96
RICE, HENRY C & DIANA	24	0.0347	24	22	21	20	19
RISGER, WALTER H	62	0.0897	62	58	56	52	49
RIKOO CORPORATION	2,517	2.1958	1,517	1,441	1,365	1,289	1,213
ROSSI, JAMES L & NAOMI I	614	0.8887	614	583	552	521	491
ROTEX CONSTRUCTION COMPANY	2,529	3.6606	2,529	2,402	2,276	2,149	2,023
SAN BERNARDINO COUNTY BARSTON - DAGGETT AIRPORT	168	0.2432	168	159	151	142	134
SANTUCCI, ANTONIO & WILSA	30	0.0434	30	28	27	25	24
SCOGGINS, JERRY	105	0.1520	105	99	94	89	84
SHEPPARD, THOMAS & GLORIA	217	0.3141	217	206	195	184	173
SHORT, CHARLES & MARGARET	54	0.0782	54	51	48	45	43
SHORT, JEFF	30	0.0434	30	28	27	26	24
SILVER VALLEY RANCH, INC	109	0.1578	109	103	98	93	87
SMITH, WILLIAM E	19	0.0275	19	18	17	16	15
STENDER, KYRL K & RUTH, RICHARD J	64	0.0926	64	60	57	54	51
SOUTHERN CALIFORNIA EDISON CO - AGRICULTURE	5,858	8.4792	5,858	5,555	5,272	4,979	4,686
SOUTHERN CALIFORNIA EDISON CO - INDUSTRIAL	4,565	6.6076	4,565	4,336	4,108	3,880	3,652
SOUTHERN CALIFORNIA GAS COMPANY	96	0.1419	96	93	88	83	78

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EXHIBIT B  
 TABLE B-1  
 TABLE SHOWING BASE ANNUAL PRODUCTION AND  
 BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN RAJA SURAREA  
 TOGETHER WITH FREE PRODUCTION ALLOWANCES  
 FOR FIRST FIVE YEARS OF THE JUDGMENT

RAJA SURAREA PRODUCER	BASE ANNUAL PRODUCTION (ACRE-PEST)	BASE ANNUAL PRODUCTION RIGHT (PERCENT)	FREE PRODUCTION ALLOWANCES (ACRE-PEST)				
			FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
ST ANTHONY COPTIC ORTHODOX MONASTERY	130	0.1882	130	131	117	110	104
STEWART, STANLEY & PATRICIA	27	0.0791	27	25	24	22	21
SUGA, TAKEAKI	154	0.2229	154	146	138	130	123
SUNDAW LAKES, INC	168	0.2432	168	159	151	143	134
SWARTZ, ROBERT & IRENE	50	0.0724	50	47	45	42	40
TAPIE, RAYMOND & MURIEL	18	0.0261	18	17	16	15	14
TAYLOR, TOM	503	0.7281	503	477	452	427	402
THAYER, SHARON	58	0.0840	58	55	52	49	46
THE 160 HENBERRY RANCH CALIFORNIA, LTD	1,033	1.4552	1,033	981	929	878	826
TRIPLE H PARTNERSHIP	993	1.4173	993	943	893	844	794
UNION PACIFIC RAILROAD COMPANY	249	0.3604	249	236	224	211	199
VAN BASTELAAR, ALPHONSE	78	0.1129	78	74	70	66	62
VAN DIEST, CORNELIUS	934	1.3519	934	887	840	792	747
VAN LEEUWEN, JOHN	1,084	1.5690	1,084	1,029	975	921	867
VANDER DUSEN, AGNES	1,792	2.5538	1,792	1,702	1,612	1,523	1,433
VAUGHT, ROBERT E & KAREN H	43	0.0622	43	40	38	36	34
VERINOLA, PAT	1,310	1.8962	1,310	1,244	1,179	1,123	1,048
WARD, ERNEST & LAURA	38	0.0550	38	36	34	32	30
WARD, RONNY H	130	0.1882	130	123	117	110	104
WEBER, F R & JONELL	96	0.1390	96	91	86	81	76
WEBSTER, THOMAS H & PATRICIA J	24	0.0347	24	22	21	20	19
WEIDENRECHT, ARTHUR J & FREDY A	79	0.1143	79	75	71	67	63
WESTERN HORIZON ASSOCIATES INC	1,188	1.7196	1,188	1,128	1,069	1,009	950
WESTERN ROCK PRODUCTS	31	0.0449	31	29	27	26	24

EXHIBIT B  
TABLE B-1  
TABLE SHOWING BASE ANNUAL PRODUCTION AND  
BASE ANNUAL PRODUCTION RIGHT OF EACH PRODUCER WITHIN BAJA SUBAREA  
TOGETHER WITH FREE PRODUCTION ALLOWANCES  
FOR FIRST FIVE YEARS OF THE JUDGMENT

BAJA SUBAREA	PRODUCER	BASE ANNUAL <sup>1</sup>		BASE ANNUAL <sup>2</sup>		FREE PRODUCTION ALLOWANCES (ACRE-FEET)				
		PRODUCTION	(ACRE-FEET)	RIGHT	(PERCENT)	FIRST YEAR	SECOND YEAR	THIRD YEAR	FOURTH YEAR	FIFTH YEAR
	WET SET, INC	129		0.1867		129	122	116	109	103
	WITTE, E DANIEL	27		0.0391		27	25	24	22	21
	WILKINSON	133		0.1928		133	126	119	113	106
	WORSLEY, KEVAE	29		0.0420		29	27	26	24	23
	YARD, BETTY	26		0.0376		26	24	23	22	20
	YERMO WATER COMPANY	453		0.6557		453	430	407	388	362
	YOUNG, KEITH O - (DESERT TURP)	312		0.4516		312	296	280	265	249
	MINIMAL PRODUCER POOL	3,500		5.0651		3,500	3,325	3,250	3,175	3,100
	UNIDENTIFIED/UNVERIFIED PRODUCER POOL	320		0.4632						
BAJA SUBAREA TOTALS -		69,087		100						

1. Base Annual Production is the reported maximum year production for each producer for the five year period 1986-1990. These values reflect the maximum production determined by one or more of the following: Southern California Edison records, site inspection, land use estimates from 1987 and 1988 aerial photography and responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.
2. Base Annual Production Right expressed as a percentage of the Total Base Annual Production.
3. Value based on production ramp down of five percent (5%) per year. Free Production Allowance for the fifth year is equal to eighty percent (80%) of the Base Annual Production.



EXHIBIT B  
TABLE B-2  
TABLE SHOWING TOTAL WATER PRODUCTION  
FOR AQUACULTURE AND RECREATIONAL LAKE PURPOSES  
ALTO SUBAREA

PRODUCER	TOTAL WATER <sup>1</sup> PRODUCTION	BASE ANNUAL <sup>2</sup> PRODUCTION	RECIRCULATED <sup>3</sup> WATER
	(ACRE-FEET)		
CDFG - MOJAVE RIVER FISH HATCHERY	10,678	20	10,658
JESS RANCH WATER COMPANY	18,625	7,480	11,145
ALTO SUBAREA TOTALS =	29,303	7,500	21,803

Total Water Production is the reported maximum year production for each producer for the five year period 1986-1990.

These values reflect the maximum production determined by one or more of the following: Southern California Edison records; James C. Hanson site inspection; land use estimates from 1989 aerial photography; responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.

<sup>2</sup> Base Annual Production as shown on Table B-1.

<sup>3</sup> Amount shown is the difference between the Total Water Production and the Base Annual Production.

EXHIBIT B  
TABLE B-2  
TABLE SHOWING TOTAL WATER PRODUCTION  
FOR AQUACULTURE AND RECREATIONAL LAKE PURPOSES  
BAJA SUBAREA

PRODUCER	TOTAL WATER <sup>1</sup> PRODUCTION	BASE ANNUAL <sup>2</sup> PRODUCTION	RECIRCULATED <sup>3</sup> WATER
	(ACRE-FEET)		
BROWY, ORVILLE & LOUISE	210	33	177
CALICO LAKES HOMEOWNERS ASSOCIATION	2,513	1,031	1,482
CDFG - CAMP CADY	102	14	88
CHEYENNE LAKE, INC	638	122	516
CRYSTAL LAKES PROPERTY OWNERS ASSOCIATION	6,575	447	6,128
DESERT LAKES CORPORATION - (LAKE DOLORES)	928	483	445
FUNDAMENTAL CHRISTIAN ENDEAVOR	440	285	155
HORTON'S CHILDREN'S TRUST	1,291	106	1,185
HORTON, JOHN MD	672	183	489
KIEL, MARY	188	34	154
LAKE JODIE PROPERTY OWNERS ASSOCIATION	2,805	254	2,551
LAKE WAIKIKI	400	98	302
LAKE WAINANI OWNERS ASSOCIATION	1,420	202	1,218
LEE, MOON & OKBEA	171	49	122
O F D L INC	434	109	325
RICE, DANIEL & MARY	614	121	493
SCOGGINS, JERRY	922	105	817
SILVER VALLEY RANCH, INC	455	109	346
SMITH, WILLIAM E	153	19	134
SUNDOWN LAKES, INC	1,109	168	941
TAPIE, RAYMOND & MURIEL	108	18	90
THAYER, SHARON	159	58	101
WET SET, INC	441	129	312
WLSR INC	678	133	545

EXHIBIT B  
TABLE B-2  
TABLE SHOWING TOTAL WATER PRODUCTION  
FOR AQUACULTURE AND RECREATIONAL LAKE PURPOSES  
BAJA SUBAREA

PRODUCER	TOTAL WATER <sup>1</sup> PRODUCTION	BASE ANNUAL <sup>2</sup> PRODUCTION	RECIRCULATED <sup>3</sup> WATER
(ACRE-FEET)			
BAJA SUBAREA TOTALS =	23,426	4,310	19,116

- 1 Total Water Production is the reported maximum year production for each producer for the five year period 1986-1990. These values reflect the maximum production determined by one or more of the following: Southern California Edison records; James C. Hanson site inspection; land use estimates from 1989 aerial photography; responses to special interrogatories. All values are subject to change if additional information is made available, or if any value reported herein is found to be in error.
- 2 Base Annual Production as shown on Table B-1.
- 3 Amount shown is the difference between the Total Water Production and the Base Annual Production.

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**EXHIBIT C**

**ENGINEERING APPENDIX**

**CONTENTS**

**A. ADJUSTMENT OF FREE PRODUCTION ALLOWANCES**

**B. DETERMINATION OF SURFACE FLOW COMPONENTS**

**TABLE C-1: MOJAVE BASIN AREA ADJUDICATION SUBAREA HYDROLOGICAL  
INVENTORY BASED ON LONG-TERM AVERAGE NATURAL WATER  
SUPPLY AND OUTFLOW AND CURRENT YEAR IMPORTS AND  
CONSUMPTIVE USE**



1 EXHIBIT C

2 ENGINEERING APPENDIX

3 The purpose of this Engineering Appendix is to establish  
4 the basis for measurements, calculations and determinations  
5 required in the operation of the Physical Solution.

6 A. Adjustment of Free Production Allowances. In the  
7 preparation of the report required by Paragraph 24 (o) of this  
8 Judgment, the Watermaster shall take into account all available  
9 pertinent hydrologic data and estimates, including at least the  
10 factors, or changes in the factors, shown in the attached Table  
11 C-1, "MOJAVE BASIN AREA ADJUDICATION SUBAREA HYDROLOGICAL INVENTORY  
12 BASED ON LONG-TERM AVERAGE NATURAL WATER SUPPLY AND OUTFLOW AND  
13 CURRENT YEAR IMPORTS AND CONSUMPTIVE USE," and changes in storage  
14 as determined by well levels, the factors listed in Paragraph 2(a)  
15 of Exhibit "H", and other pertinent data. The numbers for each of  
16 the factors for each Subarea shown in Table C-1 are Sample Numbers  
17 only, and are not intended to be used in determining actual water  
18 supply, Consumptive Use and outflow, or Free Production Allowance  
19 of the Subareas.

20 B. Determination of Surface Flow Components. The procedures  
21 used to determine the historical surface flow components of the  
22 Mojave River at various locations are summarized below.

23 1. Determination of Surface Flow Components at Lower  
24 Narrows. Since the records available for the discharge of the  
25 Mojave River at Lower Narrows only provide data on the total amount  
26 of surface flow and since Storm Flow occurs during and following  
27 periods of rainfall, it was necessary to determine what portion of  
28

1 total measured surface flow at Lower Narrows was Storm Flow and  
2 what portion was Base Flow.

3 The Parties in reaching the physical solution provided for in  
4 the Judgment, used certain procedures to separate the Storm Flow  
5 and Base Flow components of the total measured surface flow at  
6 Lower Narrows. Hydrographs of the mean daily discharge at Lower  
7 Narrows were plotted for the Year under consideration together with  
8 corresponding rainfall data obtained from the National Oceanic and  
9 Atmospheric Administration (NOAA) for Lake Arrowhead. Hydrographs  
10 were also plotted for the combined flow of West Fork Mojave River  
11 and Deep Creek which together with the Lake Arrowhead precipitation  
12 data served as a guide for interpreting those periods during which  
13 Storm Flow was likely to have occurred at Lower Narrows.

14 Other factors considered included:

15 \* Occurrences of Storm Flow at Barstow and Afton Canyon,  
16 \* Precipitation at Victorville and Barstow,  
17 \* Consideration of the time of Year and temperature, &  
18 \* Shape of hydrographs for Years having similar Base Flow  
19 characteristics.

20 Based on interpretation of all of the foregoing information,  
21 the flows occurring on those days during which Storm Flow most  
22 likely occurred were "scalped" by projecting an estimated Base Flow  
23 Curve through the Storm Flow Period. The Base Flow component of  
24 the total monthly flow was then determined as follows:

25 a. For those periods during which there was obviously no  
26 Storm Flow, the entire recorded mean daily flows were assumed to be  
27 Base Flow.  
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b. For the remaining Storm Flow periods, the Base Flow component was taken as the area under the Base Flow Curve, except that for those days within the Storm Flow period when the actual mean daily discharge is less than the amount indicated by the Base Flow Scalping Curves, then the actual recorded amount is used.

2. Determination of Surface Flow Components at Waterman Fault. The total amount of surface flow passing the Waterman Fault (under current riverbed conditions) is considered to be Storm Flow and can be estimated from the Storm Flow passing the USGS gauging station Mojave River at Barstow. The following table was developed to provide a method for estimating flow at Waterman Fault:

<u>Storm Flow At Barstow Gage<sup>1</sup> (Acre-Feet)</u>	<u>Estimated Surface Flow at Waterman Fault (Acre-Feet)</u>
2,000	0
10,000	6,200
20,000	14,300
30,000	22,600
40,000	31,400
50,000	40,500
60,000	49,200
70,000	58,400
80,000	67,800
90,000	76,800
100,000	85,400

<sup>1</sup>From Recorded Flow at USGS Gaging Station Mojave River at Barstow. Relationship is based on single storm events. More than one storm event separated by more than five day of zero flow will be considered as separate storms.

1                   3.   Determination of Surface Flow Components at Afton.

2   Records available for the discharge of the Mojave River at Afton,  
3   California, provide data on the total mount of surface flow and  
4   since storm runoff occurs during and immediately following a major  
5   storm event in the watershed area tributary to the Baja Basin below  
6   Barstow or in the event of large Storm Flows at Barstow which reach  
7   Afton, it was necessary to determine what portion of the total  
8   measured surface flow at Afton is Storm Flow and what portion of  
9   Base Flow.

10           The Parties, in reaching the physical solution provided for in  
11   the Judgment, used certain procedures to separate the Storm Flow  
12   and Base Flow components of the total measured surface flow at  
13   Afton. Hydrographs of the mean daily discharge at Afton were  
14   plotted for the water Year under consideration. In the absence of  
15   Storm Flow, the Base Flow curve at Afton was generally a relatively  
16   constant amount. Storm Flows were evidenced by sharp spikes or  
17   abrupt departures from the antecedent Base Flow and a fairly rapid  
18   return to pre-storm Base Flow Condition. The hydrograph of flows  
19   at Barstow served as a guide for identifying those periods during  
20   which Storm Flow was likely to have occurred at Afton.

21           Based on interpretation of all of the foregoing information,  
22   the flows occurring on those days during which Storm Flow most  
23   likely occurred were "scalped" by projecting an estimated Base Flow  
24   Curve through the Storm Flow Period. The Base Flow component of  
25   the total monthly flow was then determined as follows:

26           a. For those periods during which there is obviously no  
27   Storm Flow, the entire recorded mean daily flows were assumed to be  
28   Base Flow.



1           b. For the remaining Storm Flow periods, the Base Flow  
2 component was taken as the area under the Base Flow Curve except  
3 that for those days within the Storm Flow period when the actual  
4 mean daily discharge was less than the amount indicated by the Base  
5 Flow Scalping Curves, then the actual recorded amount was used.

6           4. Engineers' Work Papers. These procedures are  
7 reflected in the Work Papers of the Engineers, copies of which are  
8 filed with the Watermaster.  
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**TABLE C-1**  
**Mojave Basin Area Adjudication**  
**Subarea Hydrological Inventory Based On**  
**Long-Term Average Natural Water Supply and Outflow**  
**and Current Year Imports and Consumptive Use**  
**(All Amounts in Acre-Feet)**

	Este	Oeste	Alto	Centra	Baja	Basin Totals
<b>WATER SUPPLY</b>						
Surface Water Inflow						
Gaged	0	0	65,000	0	0	65,000 <sup>1</sup>
Ungaged	1,700	1,500	3,000	37,300 <sup>1</sup>	14,300 <sup>2</sup>	6,500 <sup>4</sup>
Subsurface Inflow	0	0	1,000	2,000	1,200	0 <sup>5</sup>
Deep Percolation of Precipitation	0	0	3,500	0	100	3,600
Imports						
Lake Arrowhead CSD	0	0	1,500	0	0	1,500
Big Bear ARWWA	2,000	0	0	0	0	2,000
<b>TOTAL</b>	<b>3,700</b>	<b>1,500</b>	<b>74,000</b>	<b>39,300</b>	<b>15,600</b>	<b>78,600</b>
<b>CONSUMPTIVE USE AND OUTFLOW</b>						
Surface Water Outflow						
Gaged	0	0	0	0	8,200	8,200
Ungaged	0	0	37,300 <sup>1</sup>	14,000 <sup>1</sup>	0	0
Subsurface Outflow	200	800	2,000	1,200	0	0
Consumptive Use						
Agriculture	6,800	2,900	16,300	20,300	30,200	76,500
Urban	1,900	1,200	36,300	9,500	9,700	58,600 <sup>6</sup>
Phreatophytes	0	0	5,100	900	1,500	7,500
Exports	0	0	0	0	0	0
<b>TOTAL</b>	<b>8,900</b>	<b>4,900</b>	<b>97,000</b>	<b>45,900</b>	<b>49,600</b>	<b>150,800</b>
Surplus / (Deficit)	(5,200)	(3,400)	(23,000)	(6,600)	(34,000)	(72,200)
Total Estimated Production (Current Year) <sup>7</sup>	15,700	7,600	98,900	46,300	54,300	223,000
<b>PRODUCTION SAFE YIELD (Current Year)<sup>7</sup></b>	<b>10,500</b>	<b>4,200</b>	<b>75,900</b>	<b>39,900</b>	<b>20,300</b>	<b>150,800</b>

<sup>1</sup> Estimated from reported flows at USGS gaging station, Mojave River at Victorville Narrows.

<sup>2</sup> Includes 14,000 acre-feet of Mojave River surface flow across the Waterman Fault estimated from reported flows at USGS gaging station, Mojave River at Barstow, and 300 acre-feet of local surface inflow from Kane Wash.

<sup>3</sup> Represents the sum of Este (1,700 af), Oeste (1,500 af), Alto (3,000 af) and Baja (300 af from Kane Wash).

<sup>4</sup> Inter subarea subsurface flows do not accrue to the total basin water supply.

<sup>5</sup> Estimated from reported flows at USGS gaging station, Mojave River at Barstow.

<sup>6</sup> Estimated by Bookman-Edmonston.

<sup>7</sup> For purposes of this Table, the current year is 1990.

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**EXHIBIT D**

**TIME SCHEDULES**

1 EXHIBIT D

2 TIME SCHEDULES

3 1. Prior Year Report. Annually not later than February 1  
4 Watermaster shall provide to each Party a report covering the prior  
5 Year and setting forth at least the following:

6 a. Each Producer's Replacement Water Assessment,  
7 including any surcharges, based on rates applicable during the  
8 prior Year.

9 b. Each Producer's Makeup Water Assessment, based on  
10 rates applicable during the prior water Year.

11 2. MWA Supplemental Water Rates. Annually, not later than  
12 December 1, MWA shall set the rates per acre foot to be charged for  
13 Supplemental Water for the following Year, and shall project the  
14 rates for the following two Years.

15 3. Budget and Assessment Rates. Annually, not later than  
16 February 1, Watermaster shall provide to all Parties its proposal  
17 for its Administrative Budget, Administrative Assessment Rates,  
18 Replacement Water Rates, and Makeup Water Rates for the next  
19 ensuing Year and its rate projections for the next two (2) years.  
20 No later than March 1 of each Year, the Watermaster shall hold a  
21 public hearing to receive comments from Parties as to its proposal.  
22 Not later than April 1 of each Year, Watermaster shall adopt its  
23 final Budget and assessment rates for the next ensuing Year, and  
24 shall notify all Parties of its final Budget and Assessments rates  
25 within fifteen (15) days of adoption.

26 4. Free Production Allowance Adjustment. In any Year that  
27 Watermaster prepares a report pursuant to Paragraph 24 (c) of this  
28 Judgment that includes a recommendation for an adjustment of a Free



1 Production Allowance, Watermaster shall notify all Parties as to  
2 its recommendation not later than February 1, shall hold a public  
3 hearing thereon not later than March 1, and shall submit any such  
4 recommendation, which may be revised pursuant to the public  
5 hearing, to the Court not later than April 1.

6 5. Payment of Administrative Assessments and Biological  
7 Resource Assessments. Each Producer shall submit quarterly along  
8 with the Production report required by Paragraph 24 (p) an  
9 Administrative Assessment payment in an amount equal to the current  
10 Year Administrative Assessment Rate multiplied times the acre-feet  
11 of water Produced during the quarter and a Biological Resource  
12 Assessment payment in an amount equal to the current Year  
13 Biological Resource Assessment Rate multiplied times the acre-feet  
14 of water Produced during the quarter.

15 6. Payment of Replacement Water Assessments and Makeup Water  
16 Assessments. Replacement Water Assessments and Makeup Water  
17 Assessments for the prior Year shall be due and payable on July 1.

18 7. Delinquency of Assessments. Any assessment payable  
19 pursuant to this Judgment shall be deemed delinquent: i) if paid in  
20 Person, if not paid within five (5) days of the date due; ii) if  
21 paid by electronic funds transfer, if not paid within three (3)  
22 banking days of the date due; or iii) if paid by any other means,  
23 if not paid within ten (10) days of the date due. "Payment" shall  
24 occur when good and sufficient funds have been received by the  
25 Watermaster. Any assessment shall also be deemed delinquent in the  
26 event that any attempted payment is by funds that are not good and  
27 sufficient.  
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EXHIBIT E

LIST OF PRODUCERS AND THEIR DESIGNEES

EXHIBIT E

PRODUCER

ABBOND, EDWARD & GRACE  
ABBOTT, LEONARD C  
ABSHIRE, DAVID V  
ADELANTO, CITY OF  
ADELANTO, CITY OF/GEORGE AFB  
AEROCHEM, INC  
AGCON, INC  
AGCON, INC.  
AGUAYO, JEANETTE L.  
AKE, CHARLES J & MARJORIE M  
ANDERSON, ROSS C & BETTY J  
ANGERER, ROBERT J & PEGGY  
ANTELOPE VALLEY DAIRY  
APPLE VALLEY COUNTRY CLUB  
APPLE VALLEY DEVELOPMENT  
APPLE VALLEY FOOTHILL CO WATER  
APPLE VALLEY HEIGHTS CO. WATER  
APPLE VALLEY RANCHOS WATER  
APPLE VALLEY REC. & PARKS  
APPLE VALLEY VIEW MUTUAL WATER CO.  
APPLE VALLEY, TOWN OF  
ARC LAS FLORES  
ARGUELLES, ALFREDO  
ATCHISON, TOPEKA, SANTA FE  
ATCHISON, TOPEKA, SANTA FE  
AVDEEF, THOMAS & LUCILLE  
AZTEC FARM DEVELOPMENT CO  
BACA, ENRIQUE  
BAGLEY, ROY  
BALDERRAMA, ALFRED & LINDA  
BALDY MESA WATER DISTRICT

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BARAK, RICHARD  
BARBER, JAMES B  
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BASTIANON, REMO  
BASURA, STEVE  
BAUR, KARL & RITA  
BEDINGFIELD, LYNDELL&CHARLENE  
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BENTON, PHILIP G  
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BOYCE, KENNETH & WILLA  
BROMMER, MARVIN  
BROWN, BOBBY G & VALERIA R  
BROWN, DOUG & SUE  
BROWN, RONALD A  
BROWY, ORVILLE & LOUISE  
BRUINS, NICHOLAS  
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BURNS, RITA J & PAMELA E  
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CALICO LAKES HOMEOWNERS  
CALIF DEPT OF TRANSPORTATION  
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CDFG - MOJAVE RIVER FISH  
CENTER WATER CO  
CHAFI, LARRY R  
CHAMISAL MUTUAL  
CHANG, TIMOTHY & JANE  
CHASTAIN, W C  
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CHIAO MEI DEVELOPMENT  
CHO BROTHERS RANCH  
CHOI, YONG IL & JOUNG AE  
CHRISTISON, JOEL  
CHUANG, MARSHAL  
CLARK, KENNETH R  
CLEAR VIEW FARMS  
CLUB VIEW PARTNERS  
CONNER, WILLIAM H  
COOK, KWON W  
COOL WATER RANCH  
COPELAND, ETAL  
CRAMER, MARGARET MUIR  
CROSS, LAWRENCE E & SHARON I  
CRYSTAL HILLS WATER COMPANY  
CRYSTAL LAKES PROPERTY OWNERS  
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FISHER, JEROME  
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GAETA, TRINIDAD C/O BLUE BEAD FARMS  
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HANDLEY, DON R & MARY ANN  
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HARESON, NICHOLAS & MARY  
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M BIRD CONSTRUCTION  
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MEYERS, LONNIE  
MILBRAT, IRVING & DIXIE  
MITCHELL, CHARLES A  
MITCHELL, CHARLOTTE  
MITCHELL, JAMES L & CHERYL A  
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MITSUBISHI CEMENT CORPORATION  
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P & H ENGINEERING & DEV CORP  
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PARK, CHANHO  
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RANCHERITOS MUTUAL WATER CO  
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SAN BERNARDINO CSA #42  
SAN BERNARDINO CSA #64  
SAN BERNARDINO CSA #70C  
SAN BERNARDINO CSA #70G  
SAN BERNARDINO CSA #70J  
SAN BERNARDINO CSA #70L  
SAN BERNARDINO CO. BARSTOW-DAGGETT AIRPORT  
SAN FILIPPO, JOSEPH & SHELLEY  
SANTUCCI, ANTONIO & WILSA  
SAN BERNARDINO CSA #70L  
SCOGGINS, JERRY  
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SOUTHERN CALIFORNIA EDISON CO - AGRICULTURE  
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SOUTHERN CALIFORNIA WATER CO  
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EXHIBIT F

TRANSFERS OF BASE ANNUAL PRODUCTION RIGHTS.

1 EXHIBIT F

2 TRANSFERS OF  
3 BASE ANNUAL PRODUCTION RIGHTS

4 1. Transferability. Any Base Annual Production Right,  
5 including any Carryover Right (Right) or any portion thereof may be  
6 sold, assigned, transferred, licensed or leased subject to the  
7 rules set forth in this Exhibit "F".

8 2. Consumptive Use Adjustments. A transferred Right shall  
9 be adjusted so as not to cause an increased Consumptive Use of  
10 water. For either inter Subarea or intra Subarea transfers, if the  
11 transferee's Consumptive Use of water Produced under the  
12 transferred Right would be at a higher rate than that of  
13 transferor, the transferred Right shall be reduced by Watermaster  
14 to a level that equalizes the Consumptive Use to that of  
15 transferor. Any such adjustments by Watermaster shall be made  
16 using the following Consumptive Use rates. If a transfer would  
17 cause the same or a decreased Consumptive Use, no adjustment shall  
18 be made.

Type of Water Use	Consumptive Use Rate
Municipal	50%
Irrigation	50%
Industrial	case by case
Lakes or Aquaculture	surface acres x 7 ft.

24 For mixed or sequential uses of water excluding direct reuse of  
25 municipal wastewater, the total acre-feet of Consumptive Use shall  
26 be the sum of Consumptive Uses for each use.

1       3.   Notice to Watermaster. No transfer shall become operable  
2 until the Parties to the transfer have jointly notified Watermaster  
3 of the terms and conditions of the transfer, the price to be paid  
4 by the transferee, the name of the Responsible Party and the name  
5 of the Person who will pay any applicable Assessments. Intra-  
6 Subarea transfers shall not require Watermaster authorization after  
7 giving notice. No inter-Subarea transfer shall become operable  
8 until authorized by Watermaster after giving notice. Watermaster  
9 shall authorize such transfers in the order of the date of notice,  
10 provided that funds are available as set forth in Paragraph 4 of  
11 this Exhibit "F".

12       4.   Inter Subarea Transfers of Rights. A Party's Right in a  
13 (Source) Subarea may be transferred (by lease only) to a Party in  
14 another (Use) Subarea provided that in any Year the resulting  
15 unconsumed water in the Source Subarea due to all such transfers  
16 shall not be greater than the Replacement Water requirement of the  
17 Source Subarea in the preceding Year. Watermaster shall replace  
18 the resulting Consumptive Use in the Use Subarea that is  
19 attributable to the transfer, utilizing Replacement Water  
20 Assessments from the Source Subarea.

21       5.   Transfers to Meet Replacement Water or Makeup Water  
22 Obligations. Watermaster may use Assessment proceeds to purchase  
23 or lease Rights in a Subarea in order to obtain water to meet an  
24 Obligation. The water so obtained shall be equal to the  
25 Consumptive Use portion of the transferred and unproduced Rights.  
26 No such purchases of leases of Rights in the Harper Lake Basin may  
27 be used to satisfy Obligations in other parts of the Centro  
28 Subarea.

1       6.   Inter Subarea Transfers of Water. Water Produced in one  
2 (source) Subarea and exported to another Subarea for use or  
3 disposal shall bear a Replacement Water Obligation equal to the sum  
4 of the Production in excess of the Producer's share of the Free  
5 Production Allowance in the source Subarea plus the amount of water  
6 exported that would normally have been returned to the source  
7 Subarea. Such exported water shall be credited to the appropriate  
8 Subarea Obligation unless it has been purchased or leased as  
9 Replacement Water pursuant to a transfer agreement.

10       7.   Verde Ranch Producers. Together the Spring Valley Lake  
11 Country Club ("the Country Club"), the Spring Valley Lake  
12 Association ("the Association"), the California Department of Fish  
13 and Game (DFG) Mojave Narrows Regional Park ("the Park") the Kemper  
14 Campbell Ranch ("the Ranch") comprise a group herein called the  
15 Verde Ranch Producers. Each Verde Ranch Producer has the ability  
16 physically both to Produce Groundwater and to Produce water that  
17 originated as tailwater flowing from the DFG Mojave River Fish  
18 Hatchery. DFG Producer Groundwater to supply the Hatchery, and  
19 Hatchery tailwater can be discharged in part or entirely to the  
20 Mojave River or in part or entirely to a lined channel that conveys  
21 tailwater to points where the Verde Ranch Producers can Produce it.  
22 The present flow regimen is as follows: Hatchery Production flows  
23 through the Hatchery and is then discharged to the River and/or the  
24 lined channel. Water discharged to the lined channel flows to a  
25 Country Club lake. The Country Club Produces Groundwater that is  
26 discharged to the Country Club lake. The Country Club property is  
27 irrigated by pumping from the Country Club lake. Water overflowing  
28 from the Country Club lake flows through a lined channel and



1 through other Country Club lakes, and finally is discharged to  
2 Spring Valley Lake. The Association Produces Groundwater that is  
3 discharged to Spring Valley Lake. Water overflowing from Spring  
4 Valley Lake flows to lakes in the Park. The Park Produces  
5 Groundwater that is discharged to the lakes in the Park. The Park  
6 also Produces Groundwater that is used directly for irrigation of  
7 the Park. The Park is also irrigated by pumping from the lakes in  
8 the Park. Water overflowing from the lakes in the Park is  
9 discharged to the Mojave River. Some water from the lakes in the  
10 Park also flows to a lake on the Ranch. The Ranch also Produces  
11 Groundwater. The Ranch is irrigated from the lake on the Ranch.  
12 No water flows on the surface from the Ranch property to the Mojave  
13 River.

14 In order to continue the present arrangements among the  
15 Hatchery and the Verde Ranch Producers while assuring that they  
16 participate fairly in the Physical Solution the following rules  
17 shall apply:

18 a. Total Production by the Country Club will be  
19 calculated as the sum of Country Club Groundwater Production plus  
20 inflow of Hatchery tailwater minus outflow to Spring Valley Lake.  
21 The Country Club shall monitor and report to Watermaster the  
22 amounts of such Groundwater Production, inflow and outflow.

23 b. Total Production by the Association will be  
24 calculated as the sum of Association Groundwater Production plus  
25 inflow from the Country Club minus outflow to the Park. The  
26 Association shall monitor and report to Watermaster the amounts of  
27 such Groundwater Production, inflow and outflow.

1           c.    Total Production by the Park will be calculated as  
2 the sum of Park Groundwater Production plus inflow from the  
3 Association minus outflow to the Ranch minus outflow to the Mojave  
4 River. The Park shall monitor and report to Watermaster as to such  
5 Groundwater Production, inflow and outflows.

6           d.    Total Production by the Ranch will be calculated as  
7 the sum of Ranch Groundwater Production plus inflow from the Park.  
8 The Ranch shall monitor and report to Watermaster the amounts of  
9 such Groundwater Production and inflow.

10          e.    Hatchery Production up to 10,678 acre-feet per Year  
11 will be permitted free of any Assessments against the Hatchery.  
12 The Hatchery shall monitor and report to Watermaster its  
13 Groundwater Production and the amounts of tailwater discharged to  
14 the River and to the artificial channel. In any Year the Hatchery  
15 may Produce more than 10,678 acre-feet free of any Assessments  
16 against the Hatchery, provided such Production in excess of 10,678  
17 acre-feet is reported as Groundwater Production by one or more of  
18 the Verde Ranch Producers in the same Year pursuant to operating  
19 agreements by and between the Hatchery and such Producer(s) filed  
20 with the Watermaster. The operating agreement shall specify the  
21 responsibility for payment of assessments. In the operating  
22 agreement, the Verde Ranch Producers may elect to have assessments  
23 be based on the aggregate Production of the Verde Ranch Producers,  
24 and may freely transfer Base Annual Production Rights internally,  
25 provided that the aggregate consumptive use of the Verde Ranch  
26 Producers shall not be increased. In the absence of such operating  
27 agreements, or if the operating agreements do not otherwise  
28 allocate responsibility for payment of Assessments, the Hatchery

1 shall be liable for Administrative, Replacement Water and  
2 Biological Resource Assessments on the amount of water Produced by  
3 the Hatchery in excess of 10,678 acre-feet in any Year. In the  
4 event that Verde Ranch Producer who is allocated responsibility for  
5 payment of Assessments pursuant to an operating agreement is  
6 delinquent in making any such payment, the Hatchery shall not be  
7 liable therefor.

8 f. In any Year, if the total discharge to the River  
9 from the Hatchery and the Verde Ranch Producers exceeds the  
10 Groundwater Production by the Hatchery, such excess discharge shall  
11 be subject to Administrative, Replacement Water and, except for the  
12 Park, Biological Resource Assessments. Such Assessments shall be  
13 levied against individual Verde Ranch Producers in proportion to  
14 the extent that outflow from each Producer exceeds inflow to that  
15 Producer.

16 g. The Hatchery and the Verde Ranch Producers shall  
17 install all stage recorders, meters or other measuring devices  
18 necessary to determine inflows, outflows and Production that they  
19 are responsible for monitoring and reporting to Watermaster. Such  
20 stage recorders, meters or other measuring devices shall be  
21 installed, calibrated and operated in manner satisfactory to  
22 Watermaster.

23 h. Any change in the flow regimen described above will  
24 be subject to the same general rules set forth in this Paragraph 7.  
25 Any such change shall be reported to Watermaster in advance.

26 8. Harper Lake Basin. No Producer in the Harper Lake Basin  
27 may transfer any Base Annual Production Right or any portion  
28 thereof to Producers outside of Harper Lake Basin except by

1 physically conveying the water in compliance with the rules set  
2 forth in this Exhibit "F".

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**EXHIBIT G**

**SUBAREA OBLIGATIONS**

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1 e. Alto Subarea Producers--an average Annual combined  
2 Subsurface Flow and Base Flow of 23,000 acre-feet per Year to the  
3 Transition Zone. For the purposes of Paragraph 6 of this Exhibit  
4 G, the Subsurface Flow component shall be deemed to be 2,000 acre-  
5 feet per Year. In any Year Alto Subarea Producers shall have an  
6 obligation to provide to the Transition Zone a minimum combined  
7 Subsurface Flow and Base Flow as follows:

8 1. If the accounting pursuant to Paragraph 5, below,  
9 reflects a net cumulative credit at the beginning of the Year,  
10 the combined minimum flow obligation shall be 18,400 acre-feet  
11 minus any net cumulative credit, but shall be not less than  
12 15,000 acre-feet.

13 ii. If the accounting pursuant to Paragraph 5, below,  
14 does not reflect a net cumulative credit at the beginning of  
15 the Year, the combined minimum flow obligation shall be 18,400  
16 acre-feet plus one-third of any net cumulative debit plus any  
17 additional amount of water required to reduce the net  
18 cumulative debit to 23,000 acre-feet.

19 2. Obligation for Transition Zone Replacement Water.

20 a. Until the Court approves Groundwater levels to be  
21 established and maintained pursuant to Subparagraph 2b of this  
22 Exhibit, Watermaster shall provide Replacement Water in the  
23 Transition Zone equal to Production in the Transition Zone that is  
24 in excess of the Transition Zone Producers' share of the Alto  
25 Subarea Free Production Allowance for that Year. All such  
26 Replacement Water shall be provided as soon as practicable during  
27 the next ensuing Year.  
28

1           b. As soon as is practicable, the MWA shall establish  
2 key wells to be used to monitor Groundwater levels in the  
3 Transition Zone and, subject to approval by the Court, Watermaster  
4 shall establish minimum water levels to be maintained in the key  
5 wells.

6           c. After water level elevations have been established  
7 pursuant to Subparagraph 2b of this Exhibit, Watermaster shall  
8 provide Replacement Water in the Transition Zone as necessary to  
9 maintain the minimum water levels. Water purchased with  
10 Replacement Water Assessments paid by Producers in the Transition  
11 Zone in excess of the quantity of water needed to maintain said  
12 water levels shall be provided elsewhere in the Alto Subarea.

13       3. Other Water. "Other Water" that may be credited to a  
14 Subarea Obligation may include water conveyed and discharged across  
15 a boundary or Free Production Allowance water that is not Produced.  
16 Water other than Base Flow, Subsurface Flow or Storm Flow that is  
17 conveyed and discharged across a boundary between Subareas other  
18 than pursuant to a transfer agreement, shall be credited or  
19 debited, as appropriate, to the pertinent Subarea Obligation during  
20 the Year in which it is so conveyed and discharged. Any portion of  
21 the Subarea's Free Production Allowance that is allowed to remain  
22 unproduced in a Subarea pursuant to transfer agreements in order to  
23 satisfy a Subarea Obligation shall be credited to the pertinent  
24 Subarea Obligation in accordance with the terms of the transfer  
25 agreements.

26       4. Makeup Water. Assessments for Makeup Water shall be paid  
27 in accordance with the time schedule set forth in Exhibit D.  
28



1 Makeup Water shall be credited to the Subarea Obligation at the end  
2 of the Year in which the Makeup Water Assessment is paid.

3 5. Accounting. Watermaster shall Annually not later than  
4 February 1 cause to be prepared a report of the status of each  
5 Subarea Obligation as of the end of the prior Year. The report  
6 shall set forth at least the following information for each Subarea  
7 Obligation:

8 a. The cumulative total of the average Annual Subarea  
9 Obligations since the Judgment was entered as of the beginning of  
10 the prior Year;

11 b. The cumulative total of all water credited to the  
12 Subarea Obligation since the Judgment was entered as of the  
13 beginning of the prior Year;

14 c. The net cumulative credit or debit [the difference  
15 between (a) and (b)] as of the beginning of the prior Year;

16 d. The amounts of water credited to the Subarea  
17 Obligation during the prior Year including, as appropriate, Base  
18 Flow, Subsurface Flow, Other Water and Makeup Water;

19 e. The cumulative total of the average Annual Subarea  
20 Obligations as of the end of the prior Year;

21 f. The cumulative total of all water credited to the  
22 Subarea Obligation as of the end of the prior Year;

23 g. The net cumulative credit or debit as of the end of  
24 the prior Year;

25 h. Any Makeup Water Obligation;

26 i. The Minimum Subarea Obligation for the current Year.

27 6. Subsurface Flow Assumptions. Some Subarea Obligations  
28 are expressed as average Annual or minimum Annual Subsurface Flow.

1 In all cases the Subsurface Flow obligations have been established  
2 initially at amounts equal to the estimated historical average  
3 Subsurface Flow across Subarea boundaries. Not later than two  
4 Years following entry of this Judgment MWA shall begin to install  
5 monitoring wells to be used to obtain data to enable improved  
6 estimates of Subsurface Flow at each Subarea boundary where there  
7 is a Subsurface Flow obligation and to develop methodology for  
8 future determinations of actual Subsurface Flow. Not later than  
9 ten years following entry of this Judgment Watermaster shall  
10 prepare a report setting forth the results of the monitoring  
11 program and the future methodology. Following opportunity for  
12 review of Watermaster's report by all Parties, Watermaster shall  
13 prepare a recommendation to the Court as to the likely accuracy of  
14 the estimated historical Subsurface Flows and any revision of  
15 Subarea Obligations that may be indicated. Pending Watermaster's  
16 report to the Court, Subsurface Flows shall be assumed to be equal  
17 to the Subsurface Flow obligations for purposed of accounting for  
18 compliance therewith.

19 7. Example Calculation. Table G-1 sets forth an example of  
20 Subarea Obligation accounting procedures using hypothetical flows.  
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TABLE G-1  
HYPOTHETICAL EXAMPLE  
ACCOUNTING FOR COMPLIANCE WITH SUBAREA OBLIGATIONS

OBLIGATION OF SUBAREA A TO SUBAREA B

AVERAGE ANNUAL: 23,000 AFA (21,000 AFA BASEFLOW + 2,000 AFA SUBSURFACE FLOW)

MINIMUM ANNUAL: 18,400 AFA + 1/3 OF ANY NET CUMULATIVE DEBIT; OR 18,400 AFA - ANY NET CUMULATIVE CREDIT, BUT NOT LESS THAN 15,000 AFA

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
	AF	AF	AF	AF	AF	AF	AF	AF	AF	AF
STATUS AT BEGINNING OF YEAR										
CUMULATIVE OBLIGATION	0	23,000	46,000	69,000	92,000	115,000	138,000	161,000	184,000	207,000
CUMULATIVE FLOW	0	17,000	32,600	50,800	69,067	87,067	107,111	139,978	168,378	198,978
NET CUMULATIVE CREDIT (DEBIT)	0	(6,000)	(13,400)	(18,200)	(22,933)	(27,933)	(30,889)	(21,022)	(15,622)	(8,022)
FLOW DURING THE YEAR (HYPOTHETICAL)										
BASE FLOW	8,000	5,000	4,000	4,000	2,000	2,000	15,000	18,000	20,000	23,000
SUBSURFACE FLOW	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
OTHER WATER	7,000	7,200	7,400	7,600	7800	8,000	8,200	8,400	8,600	8800
MAKEUP WATER PURCHASED	0	1,400	4,800	4,667	6,200	8,044	7,667	0	0	0
TOTAL FLOW	17,000	15,600	18,200	18,267	18,000	20,044	32,867	28,400	30,600	33,000
MINIMUM OBLIGATION DURING THE YEAR	18,400	20,400	22,867	24,467	26,044	27,711	28,696	25,407	23,607	21,074
MAKEUP OBLIGATION INCURRED	1,400	4,800	4,667	6,200	8,044	7,667	0	0	0	0
STATUS AT END OF YEAR										
CUMULATIVE OBLIGATION	23,000	46,000	69,000	92,000	115,000	138,000	161,000	184,000	207,000	230,000
CUMULATIVE FLOW	17,000	32,600	50,800	69,067	87,067	107,111	139,978	168,378	198,978	232,778
NET CUMULATIVE CREDIT (DEBIT)	(6,000)	(13,400)	(18,200)	(22,933)	(27,933)	(30,889)	(21,022)	(15,622)	(8,022)	2,778
FOLLOWING YEAR MINIMUM OBLIGATION										
18,400 + 1/3 OF NET CUM. DEBIT	20,400	22,867	24,467	26,044	27,711	28,696	25,407	23,607	21,074	0
ADDITIONAL TO REDUCE DEBIT TO 23,000	0	0	0	0	0	0	0	0	0	0
18,400 - CUM. CREDIT, BUT NOT 15,000	0	0	0	0	0	0	0	0	0	15,622
MINIMUM OBLIGATION	20,400	22,867	24,467	26,044	27,711	28,696	25,407	23,607	21,074	15,622

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**EXHIBIT H**

**BIOLOGICAL RESOURCE MITIGATION**



1 EXHIBIT H

2 BIOLOGICAL RESOURCE MITIGATION

3 1. Protection of and Description of Existing Riparian  
4 Habitat. In arriving at a Physical Solution, the Parties have  
5 taken into consideration the water needs of the public trust  
6 resources of the Mojave Basin Area, including but not limited to,  
7 those species listed in Table H-1 within each of the areas as shown  
8 on Figure H-1 and the riparian habitat areas shown on Figure H-1  
9 and described generally as follows:

10 a. The area which extends, south to north, in the Alto  
11 Subarea, from the intersection of the north line of Section 36,  
12 Township 5 North, Range 4 West with the Mojave River channel to the  
13 United States Geological Survey gauging station at the Lower  
14 Narrows;

15 b. The Lower Narrows to the Helendale Fault (Transition  
16 Zone);

17 c. The Harvard/Eastern Baja Subarea reach of the Mojave  
18 River that extends west to east, from Harvard Road to the Iron  
19 Ranch/Iron Mountain area (0.5 miles east of the west line of  
20 Section 20, Township 10 North, Range 4 East).

21 2. Protection Pursuant to Physical Solution. The following  
22 aspects of the Physical Solution must be implemented to seek to  
23 achieve the water table standards set forth in Table H-2 which were  
24 proposed by DFG as being necessary to maintain and converse the  
25 riparian resources in the areas shown on Figure H-1, including the  
26 species listed in Table H-1:

27 a. Pursuant to Paragraph 24(o) of the Judgment, the  
28 Watermaster in recommending an adjustment in Free Production

1 Allowance, shall compare the Free Production Allowance with the  
2 estimated Production Safe Yield. In the event the Free Production  
3 Allowance exceeds the estimated Production Safe Yield by five  
4 percent or more, Watermaster shall recommend a reduction of the  
5 Free Production Allowance equal to a full five percent of the  
6 aggregate Subarea Base Annual Production. In considering whether  
7 to increase or decrease the Free Production Allowance in a Subarea,  
8 Watermaster shall, among other factors, take into consideration for  
9 the areas shown on Figure H-1 the Consumptive Use of water by  
10 riparian habitat, the protection of public trust resources,  
11 including the species listed in Table H-1 and the riparian habitat  
12 areas shown on Figure H-1, and whether an increase would be  
13 detrimental to the protection of public trust resources.

14 b. If, pursuant to Paragraph 27, Watermaster buys or  
15 leases Free Production Allowance in the Baja Subarea below the  
16 Calico-Newberry Fault to satisfy the need for Replacement Water,  
17 priority shall be given to purchases or leases that will result in  
18 reducing Production in or near the area described in Subparagraph  
19 1(c) of this Exhibit.

20 c. Pursuant to Paragraph 2 of Exhibit "G", Watermaster  
21 shall purchase Replacement Water to maintain Groundwater levels in  
22 the Transition Zone.

23 3. Additional Protection Pursuant to Trust Fund Established  
24 by Watermaster Using the Proceeds of Biological Resource  
25 Assessments.

26 a. Watermaster shall establish a Biological Resources  
27 Trust Fund account for the benefit of the riparian habitat areas  
28 shown on Figure H-1 and the species listed on Table H-1. To

1 establish and maintain the Trust Fund Watermaster shall levy  
2 against each acre-foot of Production within the Basin Area, other  
3 than Production by the California Department of Fish and Game  
4 (DFG), a Biological Resource Assessment of fifty cents (\$0.50)  
5 (1993 dollars) to be collected at the same time and in the same  
6 manner as the Administrative Assessment, except that no Biological  
7 Resources Assessment shall be levied whenever the Trust Fund  
8 account balance exceeds \$1,000,000 (1993 dollars).

9           b. Watermaster shall make funds held in the Biological  
10 Resources Trust Fund available to DFG only in the event that  
11 Groundwater levels are not maintained as set forth in Table H-2.  
12 Watermaster shall take action to acknowledge any proposed  
13 expenditure from the Biological Resources Trust Fund by DFG. Such  
14 Watermaster action shall be subject to the review procedures set  
15 forth in Paragraph 36 of the Judgment, provided that any motion  
16 made pursuant thereto and any Court disapproval of such Watermaster  
17 action and proposed DFG expenditure may be based only: 1) on the  
18 ground that the Groundwater levels set forth in Table H-2 are being  
19 maintained; and/or 2) the ground that the proposed expenditure is  
20 not for any of the purposes set forth in Subparagraphs 3.b.(i),  
21 (ii), or (iii) below in this Exhibit. The Biological Resources  
22 Trust Fund may be used only for the following purposes and only in  
23 the three areas identified on Figure H-1:

24           1. not to exceed \$100,000 for the preparation by DFG of  
25 a DFG habitat water supply management plan, which plan shall  
26 include the water needs of the species listed in Table H-1 and  
27 the riparian habitat areas shown on Figure H-1.  
28

1           ii. the purchase or lease by DFG of Supplemental Water  
2 or the lease or purchase of DFG of Base Annual Production  
3 Rights to be used to meet riparian habitat water needs of the  
4 species listed in Table H-1 and the riparian habitat areas  
5 shown on Figure H-1.

6           iii. the construction, repair and replacement of wells or  
7 other facilities identified in the plan prepared pursuant to  
8 Subparagraph (i), above, and/or any other measures necessary  
9 to implement the plan.

10 DFG shall not prepare or make any expenditure from the trust fund  
11 for the payment of administrative overhead or staff of DFG.

12           4. DFG agrees that absent substantial changed circumstances,  
13 DFG shall not seek to modify the provisions of this Judgment in any  
14 way to add to or change the above-stated measures to protect the  
15 referenced species or habitat. Nothing stated in this Judgment or  
16 in this Exhibit "H" is intended nor shall be deemed to relieve any  
17 Party hereto from any obligation or obligations not specifically  
18 referenced in this Exhibit H. Nothing in this Judgment or in this  
19 Exhibit H is intended or shall be construed to be a waiver by the  
20 State or any of its departments or agencies, including DFG, of its  
21 rights and obligations under the common law, the public trust  
22 doctrine, the constitution, statutes and regulations to preserve,  
23 protect or enhance the natural resources of the State including  
24 rare, threatened or endangered species or species of concern.  
25  
26  
27  
28



TABLE H-1

## LIST OF SPECIES

SPECIES	ALTO			CENTRO		BAJA		
	Forks Dam to Upper Narrows	Upper Narrows to Lower Narrows	Lower Narrows to Helendale	Helendale to Hodge	Hodge to Barstow	Barstow to Harvard Road	Harvard Road to Mannix Wash	Afton Canyon
Purple Monkeyflower	6							
Mohave Monkeyflower	6		6	6	6	6		
Mohave Tarweed	5							
Desert Cymopterus	6							
Barstow Woolly Sunflower					6	6		
Victorville Shoulderband	6	6						
Mohave Tul Chub							1, 3	
California Red-legged Frog	6	6	6	6				
Southwestern Pond Turtle	6		6	6		6	6	6
Desert Tortoise	2, 4		2, 4	2, 4	2, 4	2, 4		
San Diego horned Lizard	6							
Cooper's Hawk	8	8						
Ferruginous Hawk	8	8						
Swainson's Hawk	4	4						
Bald Eagle	1, 3	1, 3						
Merlin	6, 8	6, 8						
Prairie Falcon	6, 8	6, 8	6, 8	6, 8	6, 8	6, 8		
Western Yellow-billed Cuckoo	3, 7			3, 7	3, 7			
Southwestern Willow Flycatcher	8							
Brown-crested Flycatcher		8						
Vermillion Flycatcher	8					8	8	8
Le Conte's Thrasher	8							
Least Bell's Vireo	1, 3							1, 3

TABLE H-1

LIST OF SPECIES  
(CONT'D)

SPECIES	ALTO			CENTRO		BAJA		
	Forks Dam to Upper Narrows	Upper Narrows to Lower Narrows	Lower Narrows to Helendale	Helendale to Hodge	Hodge to Barstow	Barstow to Harvard Road	Harvard Road to Mannix Wash	Afton Canyon
Yellow Warbler	9							
Yellow-breasted Chat	8	8			8	8		
Summer Tanager	8	8						8
Pale Big Eared Bat	8							
Mohave Ground Squirrel	4, 6		4, 6	4, 6				
Mohave Vole			6	6				
Nelson's Bighorn Sheep					10	10		10
TOTAL NUMBER OF SPECIES = 30								
TOTAL NUMBER OF SPECIES IN EACH AREA:	25	11	7	8 10 11	7	8	3	5

1 = Federally Endangered

2 = Federally Threatened

3 = State Endangered

4 = State Threatened

5 = Federal Category: 1

6 = Federal Category: 2

7 = Federal Category: 3b

8 = State: Special Concern

9 = State: Sensitive

10 = State: Fully Protected

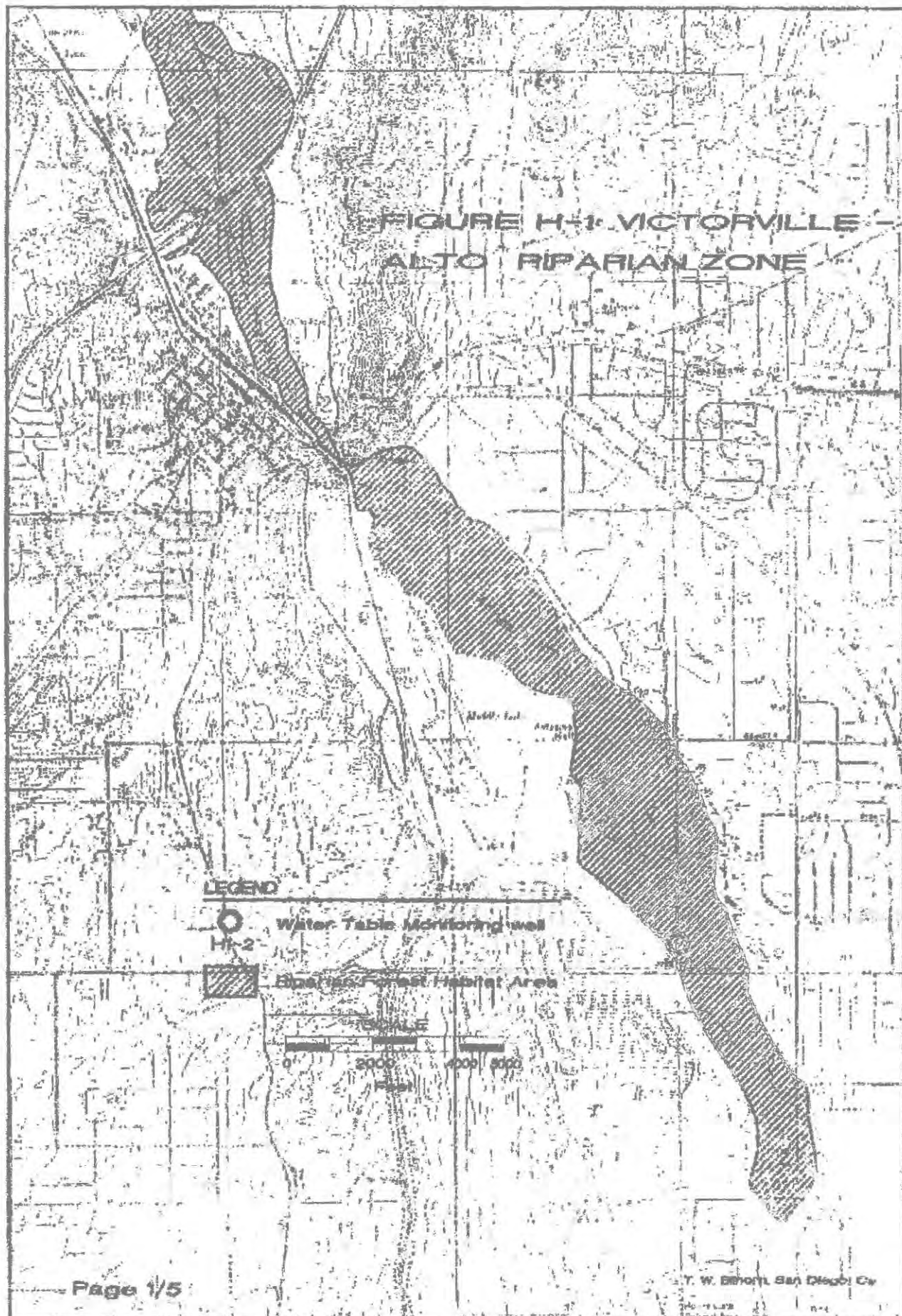
**TABLE H-2**

**RIPARIAN HABITAT MONITORING WELL  
WATER LEVEL CRITERIA**

<b>ZONE</b>	<b>WELL NUMBER</b>	<b>MAXIMUM DEPTH BELOW GROUND</b>
Victorville/Alto	H1-1	Seven (7) Feet
Victorville/Alto	H1-2	Seven (7) Feet
Lower Narrows/Transition	H2-1	Ten (10) Feet
Harvard/Eastern Baja Riparian Forest Habitat	H3-1	Seven (7) Feet
Harvard/Eastern Baja Surface Water Habitat	H3-2	Plus One (1) Foot (1705 Ft msl)*

- \* Surface Water Habitat water surface elevation of 1705 ft. msl is approximate pending ground elevation survey.

FIGURE H-1. VICTORVILLE -  
ALTO RIPARIAN ZONE





**FIGURE H-1: LOWER NARROWS -  
TRANSITION RIPARIAN ZONE**

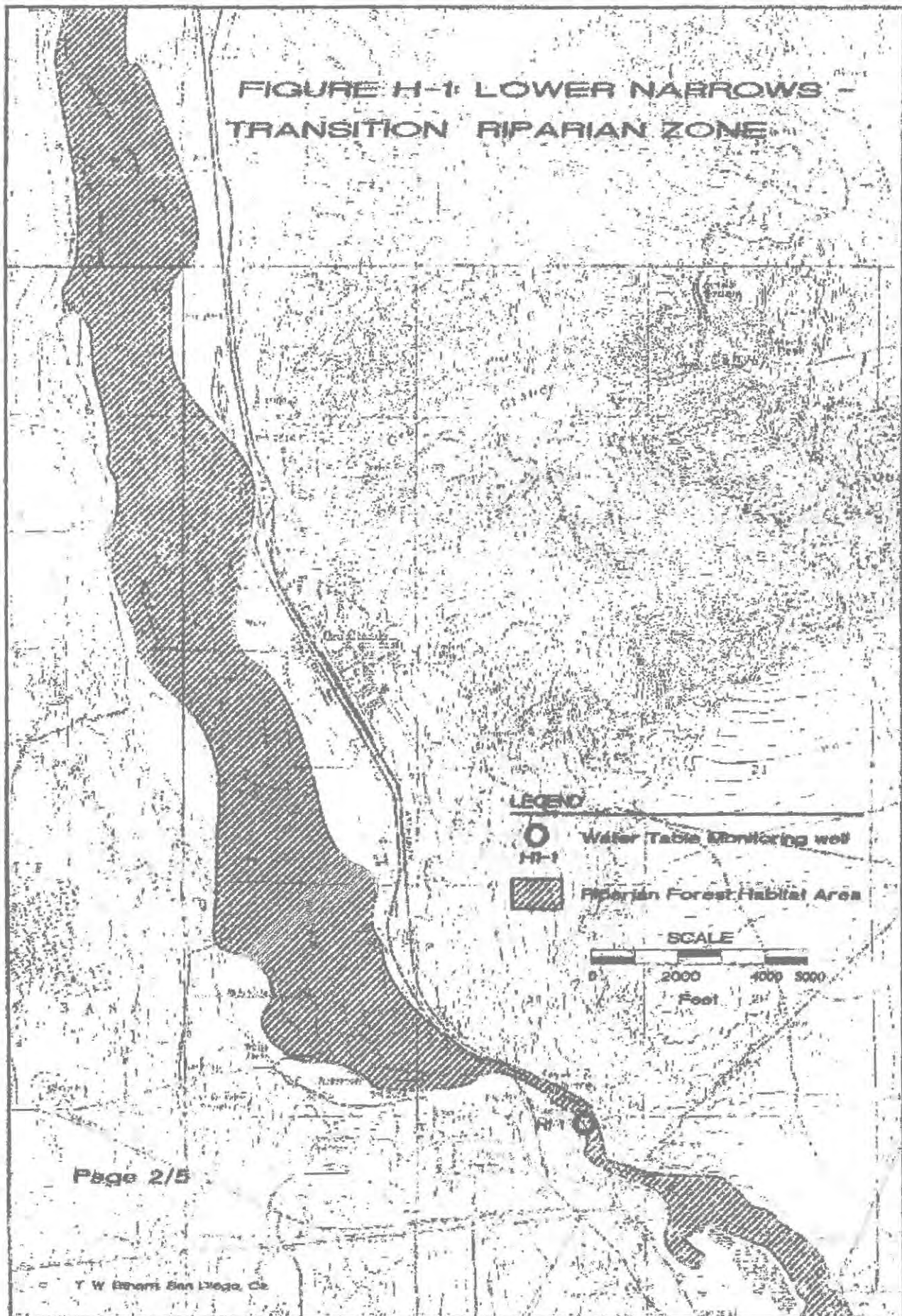
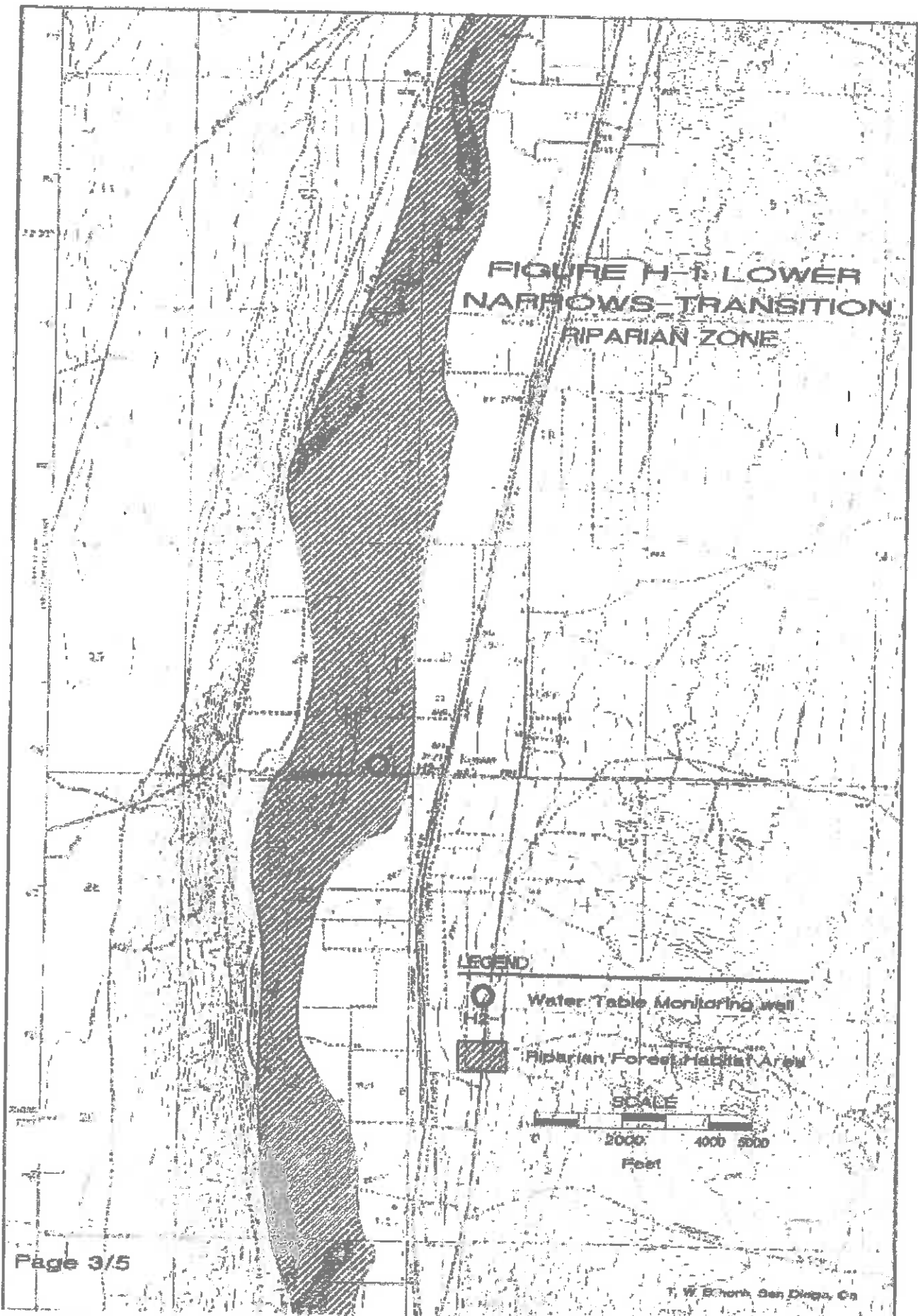


FIGURE H-1: LOWER  
NARROWS-TRANSITION  
RIPARIAN ZONE



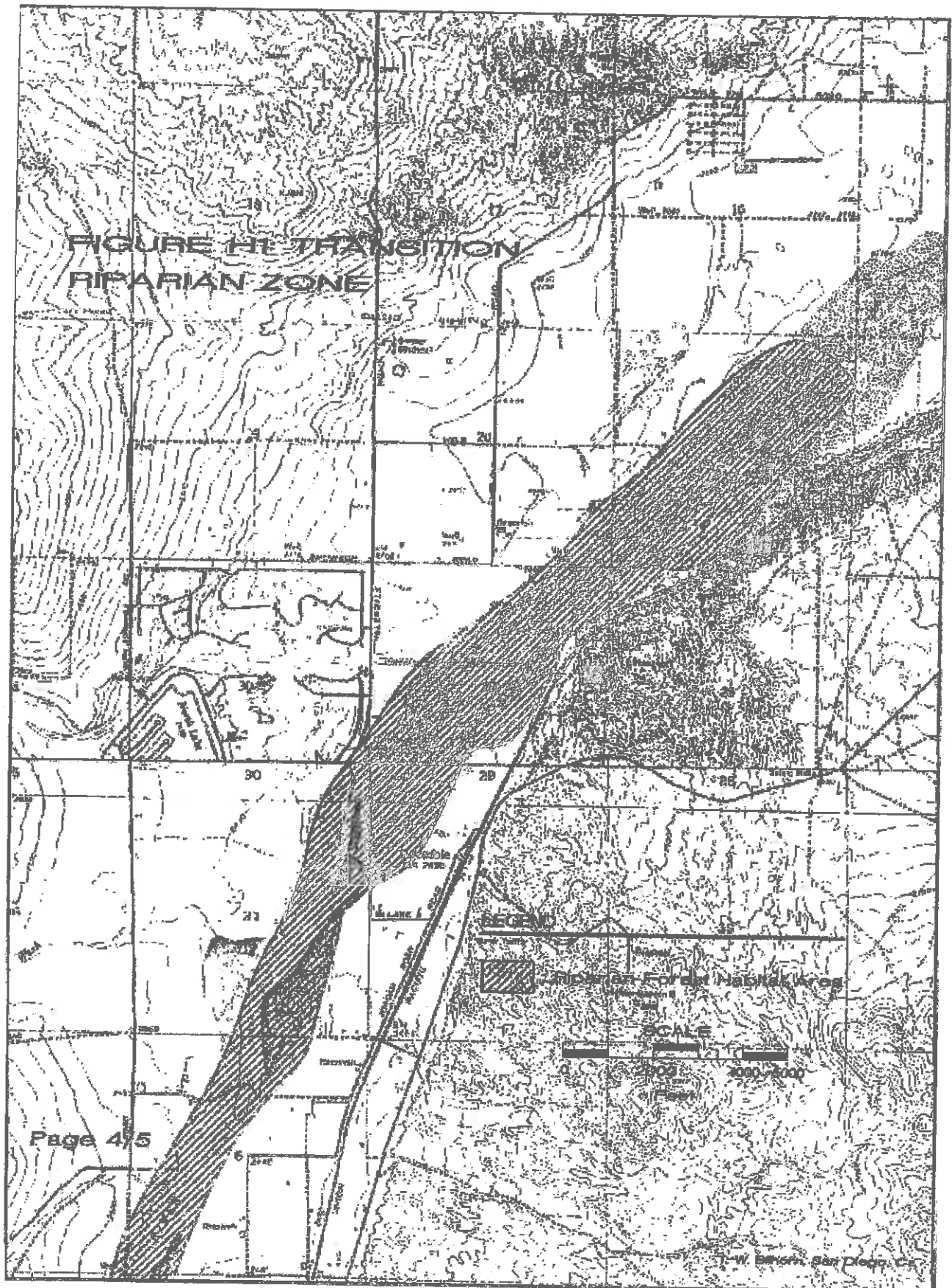
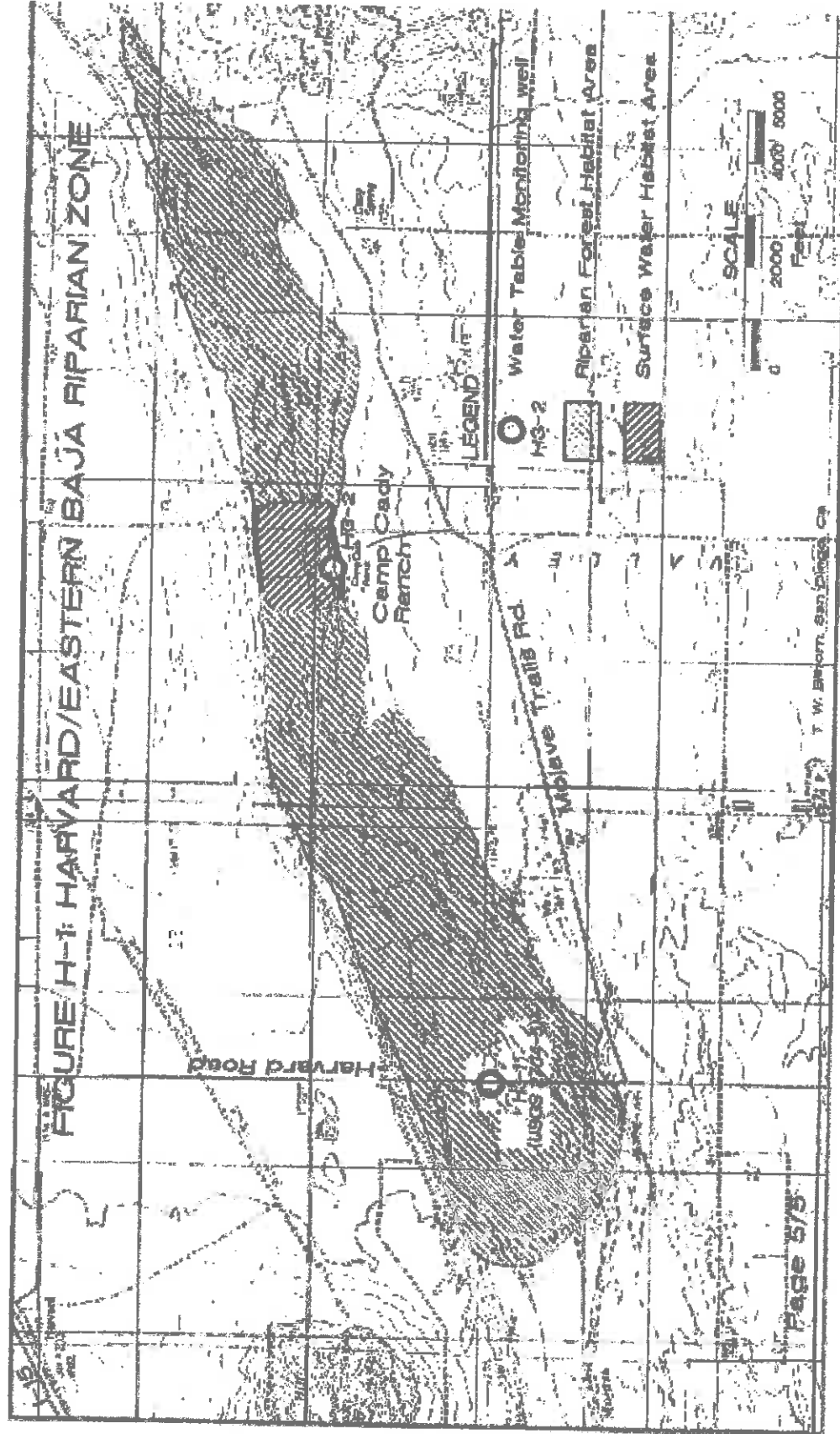


FIGURE H-1: HARVARD/EASTERN BAJA RIPARIAN ZONE

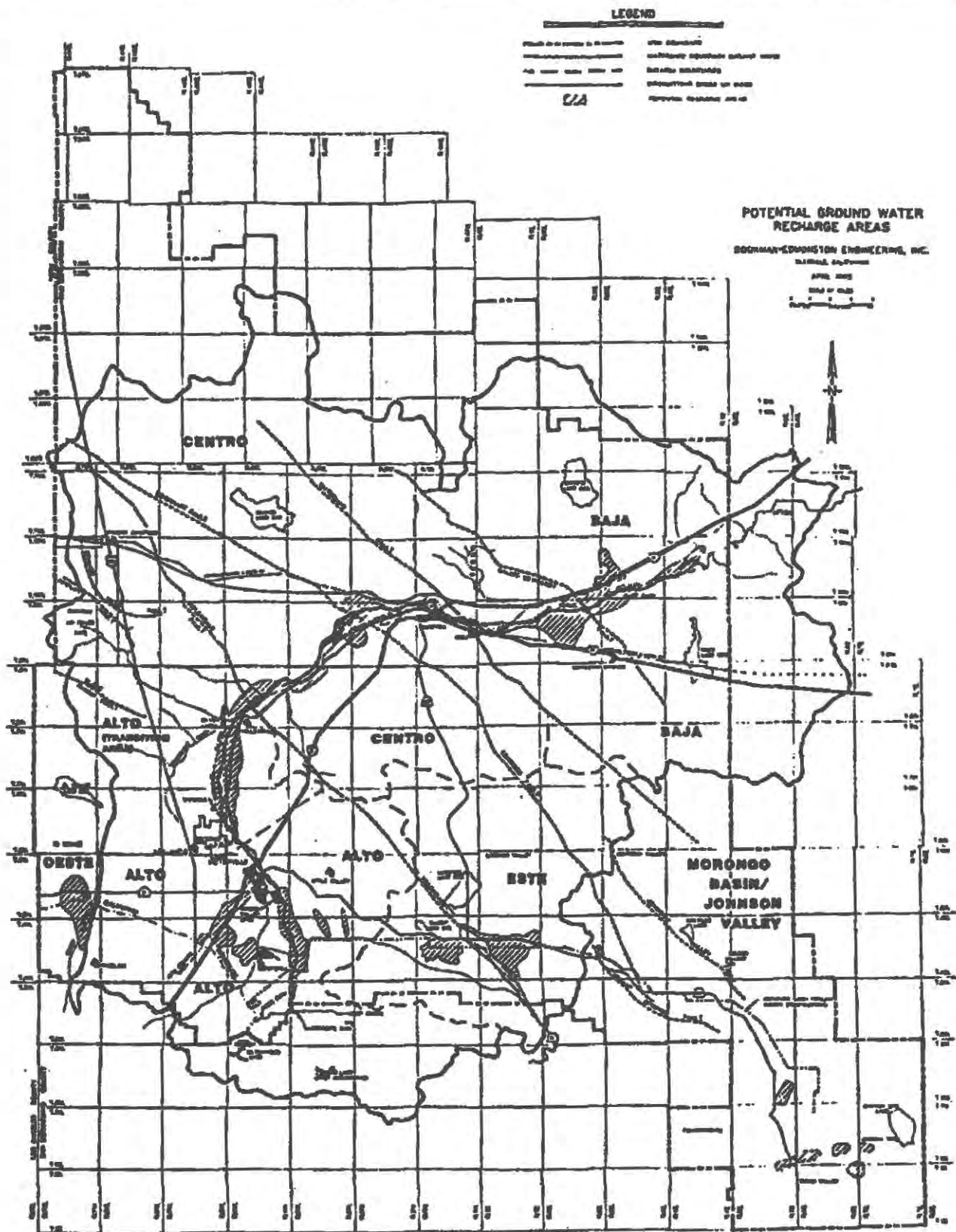




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**EXHIBIT I**

**MAP SHOWING POTENTIAL GROUNDWATER RECHARGE AREAS**



# MOJAVE WATER AGENCY

## REGIONAL WATER MANAGEMENT PLAN

1 William J. Brunick, (Bar No. 46289)  
2 BRUNICK, BATTERSBY, McELHANEY & BECKETT  
3 1839 Commercenter West  
4 P.O. Box 6425  
5 San Bernardino, California 92412-6425  
6 Telephone: (909) 889-8301  
7 Facsimile: (909) 388-1889

8 Attorneys for Defendant/Cross-Complainant,  
9 MOJAVE WATER AGENCY

FILED  
SUPERIOR COURT  
OF RIVERSIDE COUNTY  
DEC 05 2002

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF RIVERSIDE**

CITY OF BARSTOW, et al

Plaintiff,

v.

CITY OF ADELANTO, et al

Defendant.

CASE NO.: 208568

AMENDMENT TO JUDGMENT  
AFTER TRIAL ENTERED  
JANUARY 10, 1996; and  
ORDER THEREON

Assigned for All Purposes to:  
Judge E. Michael Kaiser

AND RELATED CROSS ACTIONS

The Judgment After Trial, filed and entered January 10, 1996, in the above-captioned matter, is hereby amended by inserting the following paragraphs 19(a) and 19(b) immediately following Paragraph 19 on page 24.

Paragraph 19(a):

Pursuant to the direction of the California Supreme Court and the Court of Appeal, as set forth in the Stipulation for Settlement entered in the Court of Appeal on August 6, 2002, Neil DeVries, Virgil Gorman, Richard Leyerly, Geneva Leyerly, Jerry Osterkamp, David and Elizabeth Daily, Richard (deceased) and Elaine Fitzwater, Robert T. and Barbara T. Older and Steve Older, collectively referred to as the "Cardozo Appellants" are, except as provided in this paragraph, excluded from this Judgment and they are not bound by any of the provisions of this Judgment. As overlying owners, the Cardozo Appellants have the

1 right to pump water from the ground underneath their respective lands for their current and  
2 prospective reasonable and beneficial need for water on their respective properties

3 Therefore, the parties who stipulated to this Judgment are hereby enjoined and  
4 restrained from interfering with the Cardozo Appellants' ability to exercise their overlying  
5 water rights for their current and prospective reasonable and beneficial need for water on  
6 their respective properties.

7 If parties who stipulated to the Judgment are in full compliance with the Judgment,  
8 there shall be a rebuttable presumption that the Cardozo Appellants' water rights are not  
9 being interfered with.

10 Each individual Cardozo Appellant shall have the right at any time, by written  
11 election filed with the Court and served on the Mojave Water Agency to become a  
12 stipulating party to the Judgment. If such an election is made, that party shall be accorded  
13 Base Annual Production shown on Table B-1 of Exhibit "B", subject to any rampdown then  
14 or thereafter in effect, but shall have no liability with respect to any assessments which were  
15 made, or which could have been made, before the date of the election.

16 The provisions of this paragraph are binding upon and inure to the benefit of not only  
17 the Cardozo Appellants, but as well as to the respective heirs, executors, administrators,  
18 successors, assigns, lessees, licensees and to the agents, employees and attorneys-in-fact of  
19 any of the Cardozo Appellants.

20 Paragraph 19(b):

21 Jess Ranch Water Company has stipulated to the Judgment of January 10, 1996, as  
22 set forth in the Stipulation and Intervention and Entry of Judgment filed in the Riverside  
23 County Superior Court on August 23, 2002.

24 \\\

25 \\\

26 \\\



ORDER

It is so ordered.

E. MICHAEL KAISER

Dated: DEC. 05 2002

E. Michael Kaiser  
Judge of the Superior Court



RECEIVED  
BRUNICK, BATTERSBY,  
McELHANEY & BECKETT  
AUG 08 2002

## Court of Appeal

FOURTH DISTRICT, DIVISION TWO  
3388 TWELFTH STREET  
RIVERSIDE, CALIFORNIA 92501

CHAMBERS OF  
JAMES D. WARD  
ASSOCIATE JUSTICE

(909) 348-0928

August 7, 2002

William J. Brunick, Esq.  
Brunick, Battersby, McElhaney & Beckett  
P. O. Box 6425  
San Bernardino, CA 92412

Re: Mojave Water/Jess Ranch/Cordozo/E029791

Dear Mr. Brunick:

Enclosed is the original Cordozo stipulation for settlement; the order on which I have signed and forward to you herewith for disposition.

My thanks to you for all your efforts in bringing this case to a satisfactory conclusion.

James D. Ward

Enclosure

**COURT OF APPEAL, FOURTH DISTRICT  
DIVISION TWO  
STATE OF CALIFORNIA**

<b>CITY OF BARSTOW, et al.</b>	)	
	)	
<b>Plaintiffs and Respondents,</b>	)	<b>E017881 and E018923</b>
	)	
<b>v.</b>	)	<b>(Superior Court No. 208568)</b>
	)	
<b>MOJAVE WATER AGENCY, et al.</b>	)	
	)	
<b>Defendants, Cross-Complainants,</b>	)	
<b>and Respondents,</b>	)	
	)	
<b>JESS RANCH WATER COMPANY,</b>	)	
	)	
<b>Cross-Defendant and Appellant.</b>	)	
<hr style="width: 50%; margin-left: 0;"/>	)	
<b>MOJAVE WATER AGENCY, et al.,</b>	)	
	)	
<b>Cross-Complainants and</b>	)	
<b>Respondents,</b>	)	<b>E01823 and E018681</b>
	)	
<b>v.</b>	)	
	)	
<b>MANUAL CARDOZO, et al.,</b>	)	
	)	
<b>Cross-Defendants and Appellants.)</b>	)	
<hr style="width: 50%; margin-left: 0;"/>	)	

**STIPULATION FOR SETTLEMENT  
PROVIDING FOR AMENDMENT OF JUDGMENT  
IN TRIAL COURT AND ORDER THEREON**

The undersigned parties, each of whom stipulated to the Judgment in the trial Court, hereinafter the "Stipulating Parties" on the one hand, and Niel Devries, Virgil Gorman, Richard Leyerly, Geneva Leyerly, Jerry Osterkamp, David and Elizabeth Daily, Richard (Deceased) and Elaine Fitzwater, Robert T. and Barbara T. Older and Steve Older, collectively referred to as the "Cardozo Appellants" on the other hand, by and through their respective attorneys, do stipulate and agree as follows:

### RECITALS

Whereas the Cardozo Appellants are among the Cross-Defendants in the case known as *City of Barstow, et al. vs. City of Adelanto, et al.*, Case No. 208568, Superior Court of California, County of Riverside (the "Action"); and

Whereas the Cardozo Appellants did not stipulate to the Judgment in the Action, and;

Whereas a "Judgment after Trial" in the Action was filed on January 10, 1999, and;

Whereas the Cardozo Appellants appealed from the Judgment, and;

Whereas on August 21, 2000, the Supreme Court of California affirmed the earlier judgment of the Court of Appeal and in so doing stated at pages 31 and 32 of its Opinion:

"Respondents also argue that overlying pumpers in an overdrafted basin should be required to file an Action to adjudicate groundwater rights at the first indication of substantial growth in the area. However, overlying pumpers are not



under an affirmative duty to adjudicate their groundwater rights, because they retain them by pumping. (*City of San Fernando, supra*, 14 Cal.3d at p. 293, fn.100; *Hi-Desert County Water Dist., supra*, 23 Cal.App.4th at pp. 1731-1732.)

“As overlying owners, the Cardozo appellants have the right to pump water from the ground underneath their respective lands for use on their lands. The overlying right is correlative and is therefore defined in relation to other overlying water rights holders in the basin. In the event of a water supply shortage, overlying users have priority over appropriative users. (*City of Pasadena, supra*, 33 Cal.2d at p. 926.) The Court of Appeal properly recognized that the Cardozo Appellants retained their overlying rights by pumping, and that no claim of prescription had been asserted to reduce those retained overlying rights.”

And further, at page 30 of the Opinion, stated:

“The Court of Appeal directed the trial court to exclude the Cardozo appellants from the judgment and to grant them injunctive relief protecting their overlying water rights to the current and prospective reasonable and beneficial need for water on their respective properties.”

Whereas on February 28, 2001, the Court of Appeal issued a second Opinion in the Action, this one not to be published, in which the Court stated at page 8:

“The Cardozo appellants are to be excluded from the stipulated judgment, they are not bound by any provisions of the stipulated judgment, and any payments made

///

by them under the assessment provisions of the stipulated judgment are to be ordered refunded to them.

“Although it is clear that the Cardozo appellants are not included in the stipulated judgment, an issue is raised as to their water rights. The Cardozo appellants cite the disposition ordered in our superseded opinion: “[T]he trial court is directed to enter its order . . . , based on the evidence previously submitted, [which grants] the Cardozo Appellants injunctive relief to protect their riparian and overlying water rights to the current and prospective reasonable and beneficial need for water on their respective parties. (*Tehachapi-Cummings County Water Dist. V. Armstrong*) [1975] 49 Cal.App.3d 992, 1001.)” Since this portion of the disposition was affirmed by the Supreme Court, it stands, and should be followed by the trial court on remand.”

And further at page 13, the Court states:

“As the only party (other than Jess Ranch) that proved any water rights at trial, the Cardozo appellants are entitled to full protection of those rights. As we said in our previous disposition, the Cardozo appellants are entitled to “injunctive relief to protect their riparian and overlying water rights to the current and prospective reasonable and beneficial need for water on their respective properties. (*Tehachapi-Cummings County Water Dist. v. Armstrong, supra*, 49 Cal.App.3d 992, 1001.)” (Fn. omitted.) Since that portion of our judgment was affirmed, the trial court should follow this mandate on remand.”, and;

Whereas, on remand, the Action was reassigned to the Honorable J. Michael Kaiser, Judge of the Superior Court; and

Whereas, following that assignment, the Cardozo Appellants filed a peremptory challenge against Judge Kaiser under *Code of Civil Procedure* §170.6; and

Whereas the peremptory challenge was denied; and

Whereas the Cardozo Appellants filed a Petition for Writ of Mandate in the Court of Appeal, Fourth Appellate District, Division Two where it is now pending; and

Whereas the Action has been referred to the Court of Appeals Settlement Conference program in the course of which the parties have participated in extensive settlement discussions under the guidance of the Honorable James D. Ward, Associate Justice of this Court, and

Whereas the parties have now arrived at a settlement which they believe is in the best interest of the parties hereto as well as the majority of other parties in the Mojave River Basin.

NOW THEREFORE, the parties hereto stipulate and agree as follows:

1. The Stipulating Parties shall deposit in Covington & Crowe LLP's client trust account, in such amounts as they shall among themselves determine, the total sum of \$500,000.00 to be distributed to the Cardozo Appellants as hereinafter provided.

2. Said sum of \$500,000.00 shall be divided among the Cardozo Appellants in such proportions as they shall determine.

3. Covington & Crowe LLP shall distribute said sum of \$500,000.00 to the Cardozo Appellants upon Justice Ward approving this Stipulation for Settlement.

4. Upon distribution of said sum of \$500,000.00, to the Cardozo Appellants, they shall cause their pending Petition for Writ of Mandate regarding the disqualification of Judge Kaiser to be dismissed.

5. The judgment after trial, filed January 10, 1996, shall be amended, paragraph 19(a) thereto to read as follows:

**Special Provisions for the "Cardozo Appellants"**

Pursuant to the direction of the California Supreme Court and the Court of Appeal, Niel DeVries, Virgil Gorman, Richard Leyerly, Geneva Leyerly, Jerry Osterkamp, David and Elizabeth Daily, Richard (Deceased) and Elaine Fitzwater, Robert T. and Barbara T. Older and Steve Older, collectively referred to as the "Cardozo Appellants" are, except as provided in this paragraph, excluded from this Judgment and they are not bound by any of the provisions of this judgment. As overlying owners, the Cardozo Appellants have the right to pump water from the ground underneath their respective lands for their current and prospective reasonable and beneficial need for water on their respective properties.

///



Therefore, the parties who stipulated to this Judgment are hereby enjoined and restrained from interfering with the Cardozo Appellants' ability to exercise their overlying water rights for their current and prospective reasonable and beneficial need for water on their respective properties.

If parties who stipulated to the Judgment are in full compliance with the Judgment, there shall be a rebuttable presumption that the Cardozo Appellants' water rights are not being interfered with.

Each individual Cardozo Appellant shall have the right at any time, by written election filed with the Court and served on the Mojave Water Agency to become a stipulating party to the Judgment. If such an election is made, that party shall be accorded that Base Annual Production shown on Table B-1 of Exhibit "B", subject to any rampdown then or thereafter in effect, but shall have no liability with respect to any assessments which were made, or which could have been made, before the date of the election.

The provisions of this paragraph are binding upon and inure to the benefit of not only the Cardozo Appellants, but as well to the respective heirs, executors, administrators, successors, assigns, lessees, licensees and to the agents, employees and attorneys-in-fact of any of the Cardozo Appellants.

6. This Stipulation for Settlement may be executed in counterparts. Each counterpart shall be deemed to be an original. All counterparts shall constitute but a single Stipulation for Settlement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
this 19<sup>th</sup> day of July, 2002.

**STIPULATING PARTIES**

\_\_\_\_\_  
State of California

\_\_\_\_\_  
Victor Valley Water District

\_\_\_\_\_  
Southern California Water Company

\_\_\_\_\_  
Hesperia Water District

\_\_\_\_\_  
Apple Valley Ranchos

  
\_\_\_\_\_  
Mojave Water Agency

\_\_\_\_\_  
Silver Lakes Association

\_\_\_\_\_  
Cemex

\_\_\_\_\_  
Mitsubishi Cement

**CARDOZO APPELLANTS**

By

**COVINGTON & CROWE, LLP**

  
\_\_\_\_\_  
Robert E. Dougherty

Attorneys for Cross-Defendants and  
Appellants Niel Devries, Virgil  
Gorman, Richard Leyerly, Geneva  
Leyerly, Jerry Osterkamp, David and  
Elizabeth Daily, Richard (Deceased)  
and Elaine Fitzwater, Robert T. and  
Barbara T. Older and Steve Older

### ORDER

The foregoing "STIPULATION FOR SETTLEMENT . . ." is hereby approved. Pursuant to the stipulation:

1. The Stipulating Parties shall immediately deposit in the client trust account of Covington & Crowe, LLP, in such amounts as they shall among themselves determine, the total sum of \$500,000.00 to be distributed among the Cardozo Appellants as they shall among themselves determine.

2. Upon the deposit of the \$500,000.00 in the trust account, Covington & Crowe, LLP, on behalf of the Cardozo Appellants shall serve and file with the clerk of this court a request to dismiss the petition for writ of mandate filed in case No. E029791, entitled Neil Devries et al. v. Riverside County Superior Court (Mojave Water Agency et al.), thereby permitting the Hon. E. Michael Kaiser, Judge of the Riverside County Superior Court, to complete the superior court proceedings in the underlying case pursuant to the parties' stipulations.

3. Upon the filing of the order dismissing the petition in case No. E029791, a judgment shall be prepared incorporating the provisions of paragraph 19(a) as set forth in the "STIPULATION FOR SETTLEMENT . . ." If it approves the judgment, the Riverside Superior Court shall execute and enter the judgment.

Dated: 8/6/02

  
Hon. James D. Ward  
Associate Justice, Court of Appeal  
Fourth District, Division Two

## **EXHIBIT 2**

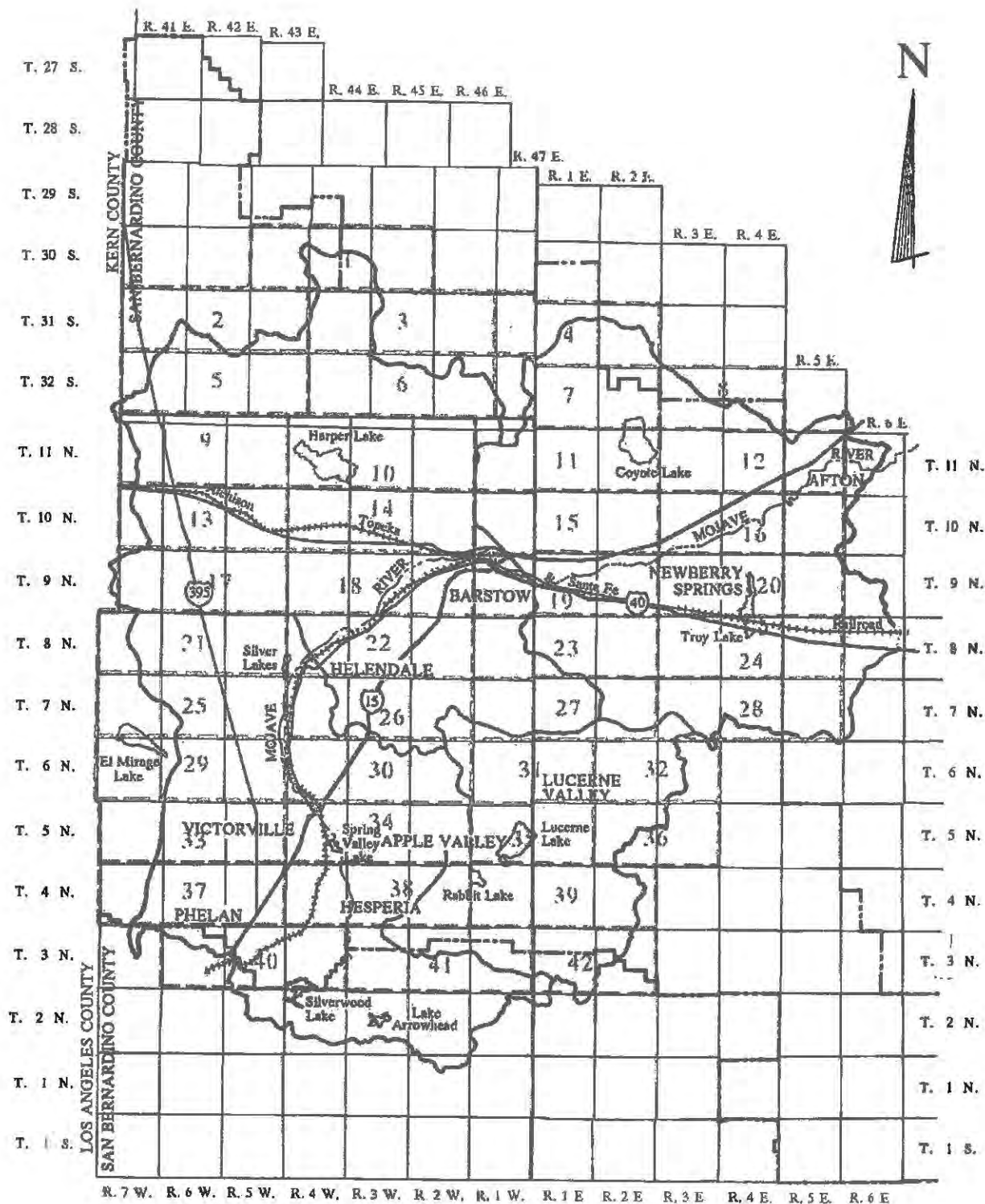


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**EXHIBIT A**

**MAP OF MOJAVE BASIN AREA**

[INDEX MAP AND DETAIL SHEET CONSISTING OF 42  
1" = 4,000' SCALE MAPS COVERING THE BASIN  
AREA; THE MAP IS ON DISPLAY AT THE OFFICE OF  
THE MOJAVE WATER AGENCY, 22450 HEADQUARTERS,  
APPLE VALLEY, CA 92307 AND ON FILE WITH THE  
COURT]



## APPENDIX A MOJAVE BASIN AREA ADJUDICATION

### INDEX OF MAPS SHOWING

MOJAVE WATER AGENCY, MOJAVE RIVER,  
MOJAVE BASIN AREA & HYDROLOGIC SUB-AREAS  
and  
LIMITS OF ADJUDICATED AREA  
together with  
GEOLOGIC AND OTHER PERTINENT FEATURES

## **EXHIBIT 3**

# **SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

Historic Court House

Hearing re: Motion Motion For Leave to File Second Amended Cross-Complaint by THE MOJAVE  
WATER AGENCY

07/21/2022  
8:30 AM  
Department 1

**CIV208568**

**CITY OF BARSTOW vs CITY OF ADELANTO**

Honorable Craig Riemer, Judge  
L. Howell, Courtroom Assistant  
Court Reporter: None

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## **APPEARANCES:**

Brunick, McElhaney & Kennedy is present, Attorney Leland McElhaney for Mojave Water Agency  
Noah Golden-Krasner for California Department Fish and Wildlife appearing telephonically in court.  
Derek Hoffman for Mitsubishi Cement appearing telephonically in court.

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This matter is being live streamed for public access.

Motion by Mojave Water Agency regarding Motion For Leave to File Second Amended Cross-Complaint is called for hearing.

Court and counsel confer regarding the Court's Tentative Ruling .

Argument presented by Counsel for Mojave Water Agency .

Counsel presents argument.

Court makes the following order(s):

Tentative ruling shall become the ruling of the court.

-  
The Mojave Water Agency's motion for leave to file a second amended cross-complaint is denied.

Analysis:

The Court has no doubt that the Agency is authorized by the judgment to bring a motion within the current action to enforce the judgment against any party to that judgment who is violating the terms of that judgment. However, it appears that the proposed cross-complaint would be alleged against cross-defendants who are not parties to the underlying judgment.

Similarly, the Court has no doubt that the Agency is authorized by the judgment to bring an action to abate the unauthorized or excessive use of water within the basin against water producers who are not now parties to the judgment. That is what the Agency proposes to do by way of its second amended cross-complaint. The question is whether such an action must be brought as a separate action, or whether it may be filed as a cross-complaint in this action.

In City of Hanford v. Superior Court (1989) 208 Cal.App.3d 580 ("Hanford"), the issue was "whether a



# SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House

Hearing re: Motion Motion For Leave to File Second Amended Cross-Complaint by THE MOJAVE  
WATER AGENCY

07/21/2022  
8:30 AM  
Department 1

**CIV208568**

**CITY OF BARSTOW vs CITY OF ADELANTO**

Honorable Craig Riemer, Judge  
L. Howell, Courtroom Assistant  
Court Reporter: None

---

party can file a cross-complaint after judgment has been entered on the underlying complaint but before the case is finally determined on appeal . . . ." (Id., p. 584.) The appellate court held that a "cross-complaint cannot be filed after judgment has been entered in the trial court on the underlying complaint." (Ibid.) The trial court had abused its discretion by allowing such a cross-complaint to be filed. (Id., pp. 584 & 589.)

The Hanford court noted that Code of Civil Procedure section 428.50, subdivision (c), provides that a cross-complaint may be filed "at any time during the course of the action." It interpreted that language to mean that the cross-complaint may only be filed until judgment is entered. (Hanford, p. 587.) The court found that interpretation to be supported by policy reasons, explaining: "The reason for allowing cross-complaints is to have a complete determination of a controversy among the parties in one action, thus avoiding circuity of action and duplication of time and effort. [Citation.] While it makes sense to join multiple causes of action at the outset in order to permit efficient resolution of a controversy, it makes no sense to add new causes of action to a controversy which has been resolved and the result of which cannot be altered by any issue raised in the new pleading." (Id., p. 587-588.)

It concluded: "No purpose is served by permitting [the cross-complaint] to file a cross-complaint after judgment has been entered on the underlying complaint. [The cross-complainant] is not prejudiced by the holding. Its claims are not precluded but merely are denominated what they are -- a new action." (Hanford, pp. 588-589.)

Here, both the underlying complaint and the Agency's first amended cross-complaint were resolved decades ago by the entry of judgments. Therefore, it would be an abuse of this Court's discretion to grant leave to add a new cross-complaint against individuals or entities that were not parties to the prior action and who those are not bound by the prior judgments.

In resisting this conclusion, the Agency argues that a cross-complaint is proper here, notwithstanding the entry of the prior judgments, because it involves substantially the same issues as in the underlying complaint, and it does not seek to raise a new claim that is independent of the issues resolved in the underlying complaint. Instead, it seeks to enforce the underlying judgment.

The Court is not persuaded.

Had the prior judgment adjudicated the water rights of all producers within the basin, the Court might agree that the cross-complaint is one to enforce the judgment. But the underlying judgment did not result from such an adjudication. Instead, the judgment was entered pursuant to the stipulation of

# SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

Historic Court House

Hearing re: Motion Motion For Leave to File Second Amended Cross-Complaint by THE MOJAVE  
WATER AGENCY

07/21/2022  
8:30 AM  
Department 1

**CIV208568**

**CITY OF BARSTOW vs CITY OF ADELANTO**

Honorable Craig Riemer, Judge  
L. Howell, Courtroom Assistant  
Court Reporter: None

---

some but not all the producers within the basin. The cross-complaint does not seek to enforce that stipulation -- or the judgment that resulted from it -- against parties to that stipulation. Instead, it seeks to enforce the stipulated judgment against parties who did not stipulate to it.

Although the proposed cross-complaint may involve issues similar to those resolved in the judgment, it does not seek to resolve them against the same parties as those involved in the underlying litigation. Because it is to be asserted against new parties, it is independent of the underlying judgment.

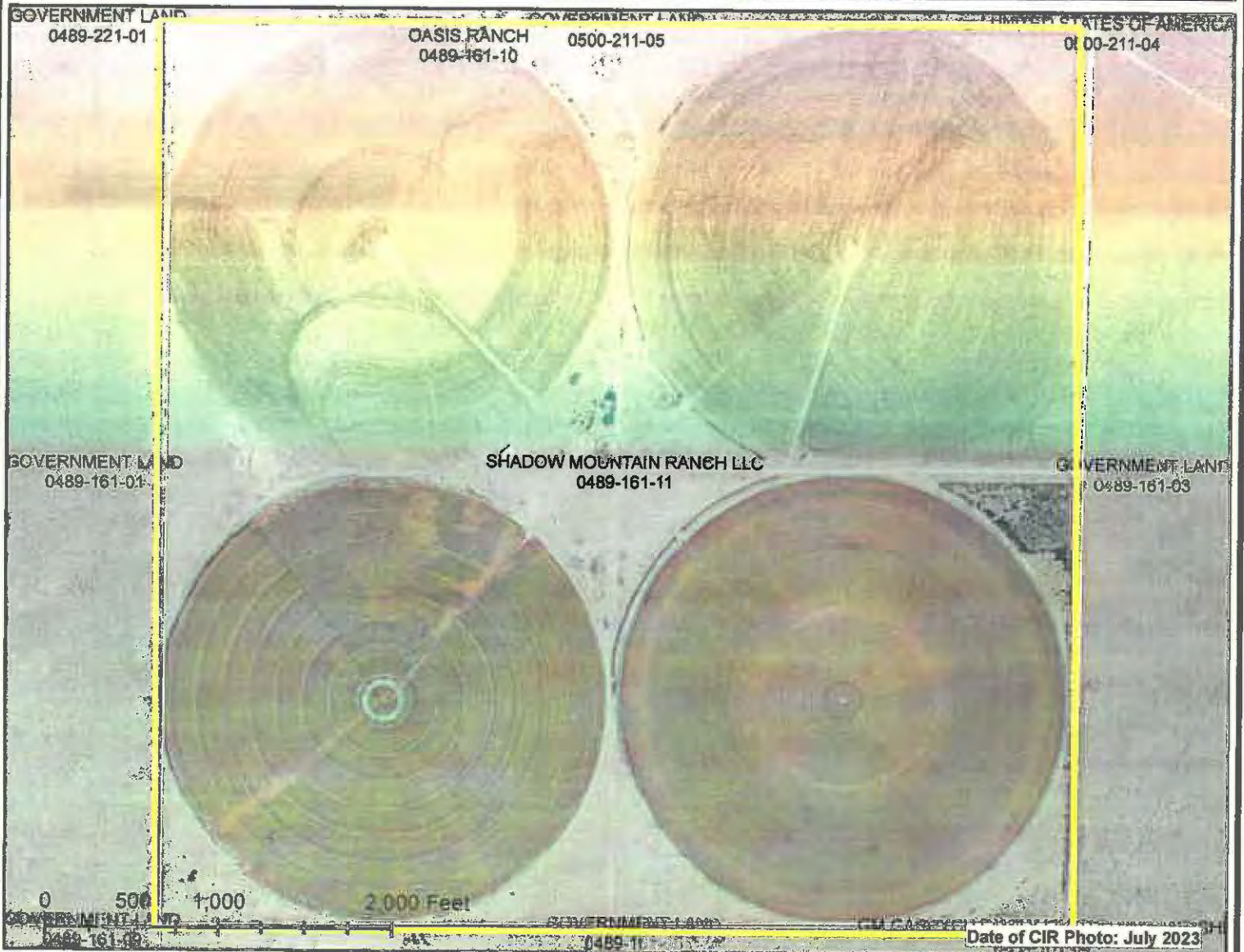
The Court is sympathetic to the desire to coordinate the on-going enforcement of the judgments in this action with the Agency's efforts to bring non-party producers within the scope of the stipulated judgment. The Court can also appreciate the Agency's desire to take advantage of the experience that this Court has gained over the last several years concerning the physical solution imposed by the judgment and the issues with the annual adjustment of production rights. However, those conveniences and whatever efficiencies result from the Court's experience are not foreclosed as a result of this ruling. Were the Agency to bring a new action in San Bernardino County, where venue would be proper, and then petition for coordination with this action, the same advantages could be achieved. However, the Court cannot grant the Agency leave to bypass those steps by filing the proposed cross-complaint directly in this action.

The Mojave Water Agency's motion for leave to file a second amended cross-complaint is denied.  
Minute entry completed.

## **EXHIBIT 4**



# MOJAVE BASIN AREA WATERMASTER



**2022-23 Water Year**

**Shadow Mountain Ranch LLC  
Harper Lake, CA  
BAP 0, Centro Subarea**

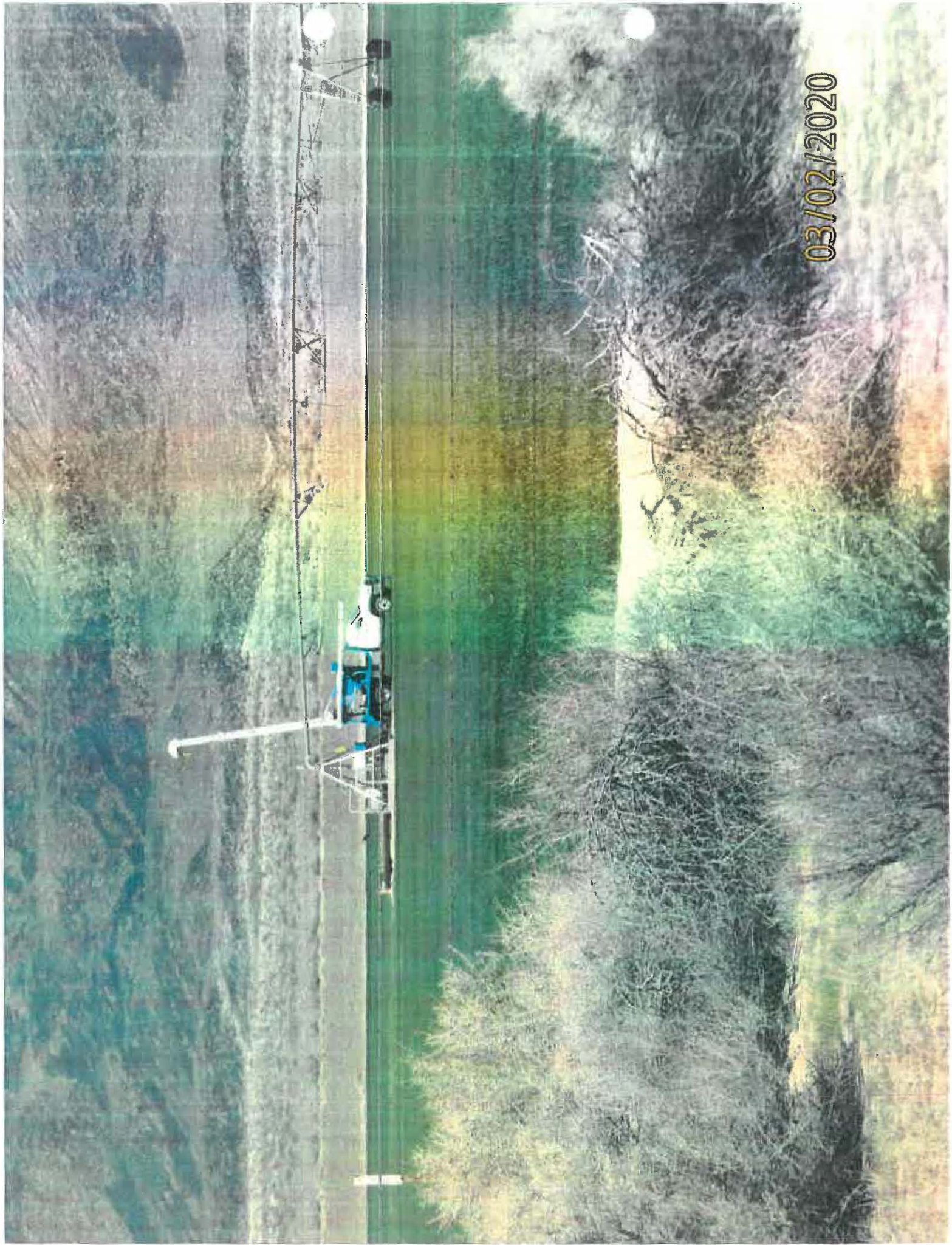


- Adjudicated Subareas
- Harper Lake
- Acreage Owned





03/02/2020

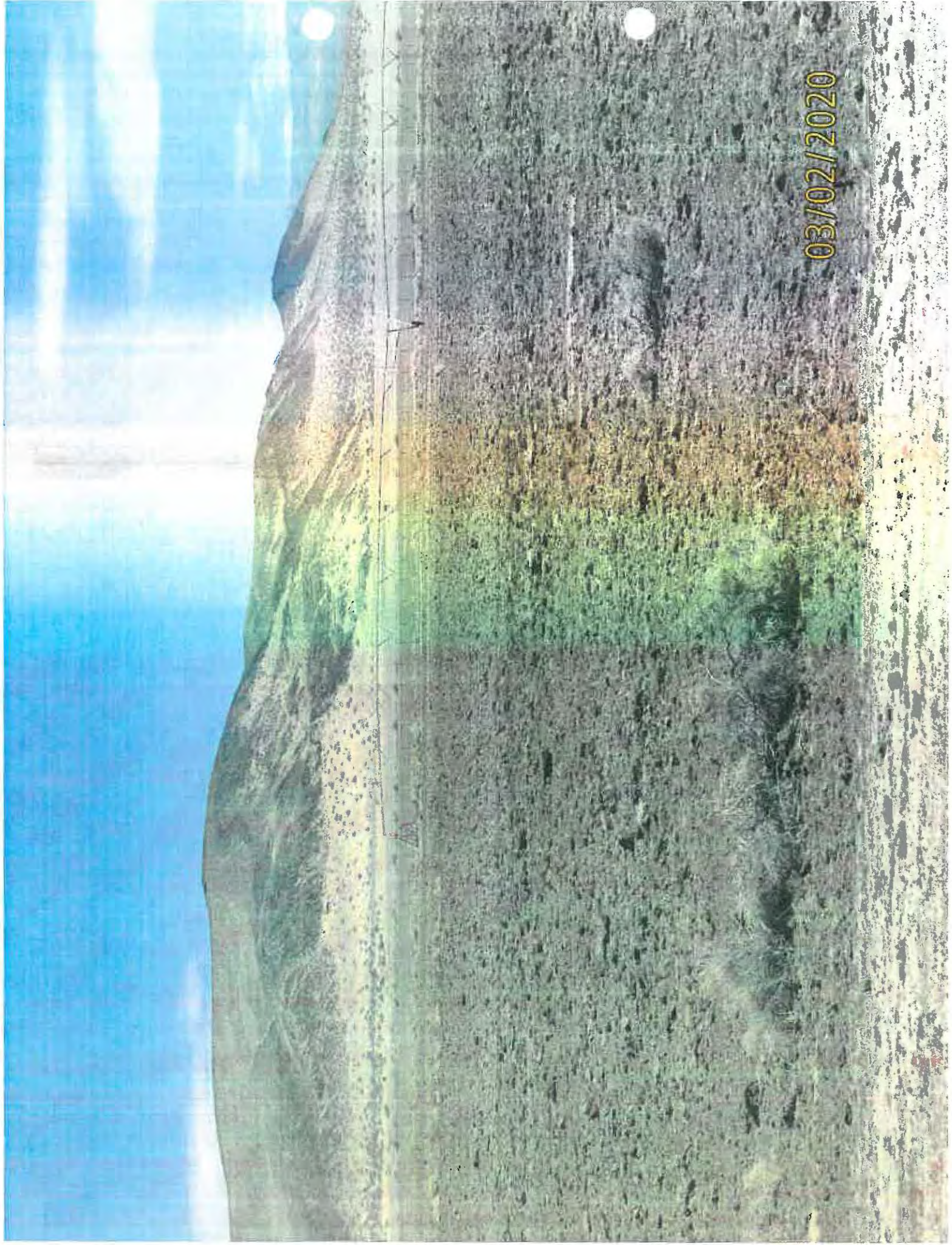






03/02/2020







## **EXHIBIT 5**



Name, Address and Telephone No. (Attorney(s))

William J. Brunick, State Bar No. 46289  
Jeffery L. Caufield, State Bar No. 166524  
BRUNICK, ALVAREZ & BATTERSBY  
1839 Commercenter West  
Post Office Box 6425  
San Bernardino, California 92412

Space for Use of Court Clerk Only

**FILED**  
SUPERIOR/MUNICIPAL COURT  
OF RIVERSIDE COUNTY

AUG 20 1996  
L. Coffman

Attorney(s) for Mojave Water Agency

Superior COURT OF CALIFORNIA, COUNTY OF Riverside  
(SUPERIOR, MUNICIPAL, or JUSTICE)

CENTRAL DISTRICT

(Name of Municipal or Justice Court District or of branch court, if any)

Plaintiff(s):

CITY OF BARSTOW, et al.

Defendant(s):

CITY OF ADELANTO, et al.

(Abbreviated Title)

CASE NUMBER 208568

REQUEST FOR DISMISSAL

TYPE OF ACTION

- ☐ Personal Injury, Property Damage and Wrongful Death:  
☐ Motor Vehicle ☐ Other  
☐ Domestic Relations ☐ Eminent Domain  
☒ Other: (Specify) Water Rights Adjudication

AND RELATED CROSS-ACTIONS.

TO THE CLERK: Please dismiss this action as follows: (Check applicable boxes.)

1. ☐ With prejudice ☒ Without prejudice  
2. ☐ Entire action ☐ Complaint only ☐ Petition only ☐ Cross-complaint only  
☒ Other: (Specify)\*

As to Ace Exploration/Water Drilling Co., Roe 3181 only.

Dated: August 16, 1996

\*If dismissal requested is of specified parties only, of specified causes of action only or of specified cross-complaints only, so state and identify the parties, causes of action or cross-complaints to be dismissed.

Attorney(s) for Mojave Water Agency

William J. Brunick

(Type or print attorney(s) name(s))

TO THE CLERK: Consent to the above dismissal is hereby given. \*\*

Dated: .....

\*\*When a cross-complaint (or Response (Marriage) seeking affirmative relief) is on file, the attorney(s) for the cross-complainant (respondent) must sign this consent when required by CCP 581(1), (2) or (5).

Attorney(s) for .....

(Type or print attorney(s) name(s))

(To be completed by clerk)

- ☐ Dismissal entered as requested on .....  
☐ Dismissal entered on ..... as to only .....  
☐ Dismissal not entered as requested for the following reason(s), and attorney(s) notified on .....

Dated .....

By ..... Clerk  
..... Deputy

## **EXHIBIT 6**

COPY

FOR COURT USE ONLY

RECEIVED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

FEB 23 2024

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Leland P. McElhane, Esq. (Bar # 39257)

BRUNICK, McELHANEY &amp; KENNEDY PLC

1839 Commercenter West, P.O. Box 13130, San Bernardino, CA 92423-3130

TELEPHONE NO.: (909) 889-8301

FAX NO. (Optional):

E-MAIL ADDRESS (Optional): lmcelhane@bmklawplc.com

ATTORNEY FOR (Name): Mojave Water Agency, Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

STREET ADDRESS: 4050 Main Street

MAILING ADDRESS:

CITY AND ZIP CODE: Riverside 92501

BRANCH NAME: Riverside Historic Courthouse

PLAINTIFF/PETITIONER: Mojave Water Agency

DEFENDANT/RESPONDENT: All Persons Who Are Not Presently Parties, et al., etc.

REQUEST FOR DISMISSAL

CASE NUMBER:

JCCP5265

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.

This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please dismiss this action as follows:

a. (1) ☐ With prejudice (2) ☒ Without prejudiceb. (1) ☒ Complaint (2) ☐ Petition(3) ☐ Cross-complaint filed by (name):

on (date):

(4) ☐ Cross-complaint filed by (name):

on (date):

(5) ☐ Entire action of all parties and all causes of action(6) ☒ Other (specify):\* AS TO SHADOW MOUNTAIN RANCH LLC AS DOE DEFENANT 55 ONLY IN CIVSB2218461

2. (Complete in all cases except family law cases.)

The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed.)

Date: February 22, 2024

Leland P. McElhane

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

\*If dismissal requested is of specified parties only or of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:

☒ Plaintiff/Petitioner☐ Defendant/Respondent☐ Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.\*\*

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

\*\* If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (f) or (j).

Attorney or party without attorney for:

☐ Plaintiff/Petitioner☐ Defendant/Respondent☐ Cross-Complainant

(To be completed by clerk)

4. ☐ Dismissal entered as requested on (date):5. ☐ Dismissal entered on (date):

as to only (name):

6. ☐ Dismissal not entered as requested for the following reasons (specify):7. a. ☐ Attorney or party without attorney notified on (date):b. ☐ Attorney or party without attorney not notified. Filing party failed to provide☐ a copy to be conformed ☐ means to return conformed copy

Date:

Clerk, by \_\_\_\_\_, Deputy

Page 1 of 2

PLAINTIFF/PETITIONER: Mojave Water Agency  
 DEFENDANT/RESPONDENT: All Persons Who Are Not Presently Parties, et al., etc.

CASE NUMBER:  
 JCCP5265

### COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

### Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for (name): NOT APPLICABLE
2. The person named in item 1 is (check one below):
  - a. ☐ not recovering anything of value by this action.
  - b. ☐ recovering less than \$10,000 in value by this action.
  - c. ☐ recovering \$10,000 or more in value by this action. (If item 2c is checked, item 3 must be completed.)
3. ☐ All court fees and court costs that were waived in this action have been paid to the court (check one): ☐ Yes ☐ No

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

Date: \_\_\_\_\_

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

(SIGNATURE)



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Mojave Basin Water Cases JCCP5265

On March 6, 2024, I served the following entitled document(s): **NOTICE OF MOTION AND MOTION TO FILE FIRST AMENDED COMPLAINT TO ADD SHADOW MOUNTAIN RANCH, LLC, AS A DEFENDANT; SUPPORTING DECLARATIONS** on the interested parties in this action in the manner described below, addressed as follows:

**SEE ATTACHED SERVICE LIST**

**\_\_\_ BY MAIL AS FOLLOWS:** I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at San Bernardino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

**XX** **BY ELECTRONIC MAIL AS FOLLOWS:** On this date, the aforesaid document was transmitted by electronic mail to the person(s) whose name(s) and e-mail address are listed. The transmission(s) were reported without error.

           **(BY OVERNIGHT COURIER SERVICE):** I caused such envelopes to be delivered via overnight courier service to the addressee(s) described above.

X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct

Executed March 6, 2024 in the City of San Bernardino, State of California.

P. J. MacArthur

P. Jo Anne Quihuis

SERVICE LIST

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[eric.garner@bbklaw.com](mailto:eric.garner@bbklaw.com)  
Christopher M. Pisano  
[christopher.pisano@bbklaw.com](mailto:christopher.pisano@bbklaw.com)  
Alison K. Toivola  
[alison.toivola@bbklaw.com](mailto:alison.toivola@bbklaw.com)  
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Los Angeles, California 90071

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SHADOW MOUNTAIN RANCH, LLC

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Facsimile: (213) 617-7480

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Office of the Attorney General  
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[eric.katz@doj.ca.gov](mailto:eric.katz@doj.ca.gov)

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Email: [pkiel@cawaterlaw.com](mailto:pkiel@cawaterlaw.com)  
[ikiel@cawaterlaw.com](mailto:ikiel@cawaterlaw.com)

Attorneys for CITY OF VICTORVILLE

### SERVICE LIST

*The Mojave Water Agency, as the Mojave Basin Area Watermaster vs. All Persons Who are not presently parties to the comprehensive groundwater adjudication in the City of Barstow, et al., v. City of Adelanto, et al., Riverside Superior Court Case No. CIV208568, and are either producing more than 10 acre-feet of Basin groundwater annually, or using Basin groundwater for unlawful purposes, and Does 1 through 2,000*

San Bernardino Superior Court Case No.: CIVSB 2218461

*Mojave Basin Water Cases JCCP5265*

Shunxing Weng 135 W. Newmark Ave., Apt. A Monterey Park, California 91754	Defendant, In Pro Per
Jasper Young Kim 2665 Amber Wood Pl. Thousand Oaks, California 91362	Defendant, In Pro Per
Kyung Ja Kim 9494 Baker Rd Lucerne Valley, California 92356	Defendant, In Pro Per
Chong C. Kim 9494 Baker Rd. Lucerne Valley, California 92356	Defendant, In Pro Per
Jae Hwan Lee 1520 James M. Wood Blvd. Los Angeles, California 90015	Defendant In Pro Per
Byung Koo Chin 15648 Meridian Rd. Lucerne Valley, California 92356	Defendant In Pro Per
The Chin Family Life Estate Trust 15648 Meridian Rd. Lucerne Valley, California 92356	Defendant In Pro Per
Law Offices of Matthew C. Mullhofer, PC Matthew C. Mullhofer, Esq. 18012 Sky Park Circle, Ste. 100A Irvine, California 92614  Telephone: (714) 827-9955 Facsimile: (714) 827-9966  E-Mail: mcm@matthewcwmullhofer.com	Attorneys for Defendant, Jing Chen



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Mojave Basin Water Cases JCCP5265

On March 6, 2024, I served the following entitled document: **NOTICE OF MOTION AND MOTION TO FILE FIRST AMENDED COMPLAINT TO ADD SHADOW MOUNTAIN RANCH, LLC, AS A DEFENDANT; SUPPORTING DECLARATIONS** on the interested parties in this action in the manner described below, addressed as follows:

**XX BY MAIL AS FOLLOWS:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at San Bernardino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

  X   (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct

Executed March 6, 2024, in the City of San Bernardino, State of California.

P. J. MacDonell

P. Jo Anne Quihuis



1 Cameron H. Totten  
2 Paul P. Cheng  
3 Gene S. Lizaso  
4 PPRC Law, APC  
5 790 E. Colorado Blvd., Suite 260  
6 Pasadena, California 91101  
7 Tele: (626) 356-8880  
8 Fax: (888) 231-8196

9 E-Mail: litigation@pprclaw.com

Attorneys for Defendant,  
Weilong Huang

10 MICHAEL MEYER, Esq.  
11 410 Greenwood Ave.  
12 San Bernardino, California 92407

Attorney for Defendant,  
Amanda Baxter

13 updated 08.11.23

## **PROOF OF SERVICE**

**STATE OF CALIFORNIA        }  
COUNTY OF SAN BERNARDINO}**

I am employed in the County of the San Bernardino, State of California. I am over the age of 18 and not a party to the within action; my business address is 13846 Conference Center Drive, Apple Valley, California 92307.

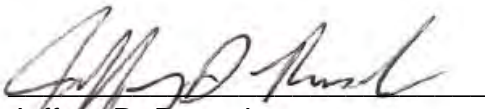
On March 6, 2024, the document(s) described below were served pursuant to the Mojave Basin Area Watermaster's Rules and Regulations paragraph 8.B.2 which provides for service by electronic mail upon election by the Party or paragraph 10.D, which provides that Watermaster shall mail a postcard describing each document being served, to each Party or its designee according to the official service list, a copy of which is attached hereto, and which shall be maintained by the Mojave Basin Area Watermaster pursuant to Paragraph 37 of the Judgment. Served documents will be posted to and maintained on the Mojave Water Agency's internet website for printing and/or download by Parties wishing to do so.

Document(s) filed with the court and served herein are described as follows:

**NOTICE OF MOTION AND MOTION TO FILE FIRST AMENDED COMPLAINT TO ADD  
SHADOW MOUNTAIN RANCH, LLC, AS A DEFENDANT; SUPPORTING  
DECLARATIONS**

  X   (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 6, 2024 at Apple Valley, California.

  
Jeffrey D. Ruesch

## Mojave Basin Area Watermaster Service List as of March 06, 2024

Attn: Roberto Munoz  
35250 Yermo, LLC  
11273 Palms Blvd., Ste. D.  
Los Angeles, CA 90066-2122

Attn: John McCallum  
Abshire, David V.  
P. O. Box # 2059  
Lucerne Valley, CA 92356-2059

Attn: Amanda Wilbur  
Adelanto, City Of  
11600 Air Expressway  
Adelanto, CA 92301-1914

(adesdevon@gmail.com)  
Ades, John and Devon (via email)

Attn: Pedro Dumaua  
(pdumaua@ducommun.com)  
Aerochem, Inc. (via email)  
4001 El Mirage Rd.  
Adelanto, CA 92301-9489

Attn: Lori Clifton (lclifton@robar.com)  
Agcon, Inc. (via email)  
17671 Bear Valley Road  
Hesperia, CA 92345-4902

Attn: Chun Soo and Wha Ja Ahn  
(chunsooahn@naver.com)  
Ahn Revocable Living Trust (via email)  
P. O. Box 45  
Apple Valley, CA 92307-0001

Attn: Simon Ahn (ssahn58@gmail.com)  
Ahn Revocable Trust (via email)  
29775 Hunter Road  
Murrieta, CA 92563-6710

Attn: Chun Soo Ahn  
(davidahnmd@gmail.com,  
chunsooahn@naver.com;  
davidahn0511@gmail.com)  
Ahn, Chun Soo and David (via email)  
P. O. Box 45  
Apple Valley, CA 92307-0001

Attn: Chun Soo Ahn (chunsooahn@naver.com)  
Ahn, Chun Soo and Wha Ja (via email)  
P. O. Box 45  
Apple Valley, CA 92307-0001

Ake, Charles J. and Marjorie M.  
2301 Muriel Drive, Apt. 67  
Barstow, CA 92311-6757

Attn: Paul Tsai (paul@ezzlife.com)  
America United Development, LLC (via email)  
19625 Shelyn Drive  
Rowland Heights, CA 91748-3246

Attn: Ana Chavez  
American States Water Company  
160 Via Verde, Ste. 100  
San Dimas, CA 91773-5121

Anderson, Ross C. and Betty J.  
13853 Oakmont Dr.  
Victorville, CA 92395-4832

Attn: Daniel B. Smith (avfcwd@gmail.com)  
Apple Valley Foothill County Water District  
(via email)  
22545 Del Oro Road  
Apple Valley, CA 92308-8206

Attn: Matthew Patterson  
Apple Valley Heights County Water District  
P. O. Box 938  
Apple Valley, CA 92308-0938

Attn: Matthew Schulenberg  
Apple Valley Unified School District  
12555 Navajo Road  
Apple Valley, CA 92308-7256

Attn: Emely and Joe Saltmeris  
Apple Valley View Mutual Water Company  
P. O. Box 3680  
Apple Valley, CA 92307-0072

Attn: Tina Kuhns  
Apple Valley, Town Of  
14955 Dale Evans Parkway  
Apple Valley, CA 92307-3061

Avila, Angel and Evalia  
1523 S. Visalia  
Compton, CA 90220-3946

Attn: Sheré R. Bailey  
(LegalPeopleService@gmail.com)  
Bailey 2007 Living Revocable Trust, Sheré R.  
(via email)  
10428 National Blvd  
Los Angeles, CA 90034-4664

Attn: Daniel Shaw (barhwater@gmail.com)  
Bar H Mutual Water Company (via email)  
P. O. Box 844  
Lucerne Valley, CA 92356-0844

Barber, James B.  
43774 Cottonwood Road  
Newberry Springs, CA 92365

Attn: John Munoz (barlenwater@hotmail.com;)  
Bar-Len Mutual Water Company (via email)  
P. O. Box 77  
Barstow, CA 92312-0077

Attn: Curtis Palmer  
Baron, Susan and Palmer, Curtis  
141 Road 2390  
Aztec, NM 87410-9322

Attn: Jennifer Riley (hriley@barstowca.org)  
Barstow, City of (via email)  
220 East Mountain View Street -Suite A  
Barstow, CA 92311

Attn: Barbara Davisson  
Bass Trust, Newton T.  
14924 Chamber Lane  
Apple Valley, CA 92307-4912

## Mojave Basin Area Watermaster Service List as of March 06, 2024

Attn: Remo E. Bastianon  
Bastianon Revocable Trust  
9484 Iroquois Rd.  
Apple Valley, CA 92308-9151

Attn: Mike Beinschroth  
(Beinschroth@gmail.com)  
Beinschroth Family Trust (via email)  
18794 Sentenac Road  
Apple Valley, CA 92307-5342

Beinschroth, Andy Eric  
6719 Deep Creek Road  
Apple Valley, CA 92308-8711

Attn: Chuck Bell (Chuckb193@outlook.com;  
Chuckb193@outlook.com)  
Bell, Charles H. Trust dated March 7, 2014  
(via email)  
P. O. Box 193  
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21461 Camino Trebol  
Lake Forest, CA 92630-2011

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BNSF Railway Company (via email)  
602 S. Ferguson Avenue, Suite 2  
Bozeman, MT 59718-6483

Attn: Deborah Stephenson  
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Jason.Murray@bnsf.com;  
Blaine.Bilderback@bnsf.com)  
BNSF Railway Company (via email)  
602 S. Ferguson Avenue, Suite 2  
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Hesperia, CA 92340-2564

Attn: Marvin Brommer  
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9435 Strathmore Lane  
Riverside, CA 92509-0941

Attn: Valeria Brown  
Brown Family Trust Dated August 11, 1999  
26776 Vista Road  
Helendale, CA 92342-9789

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Claremont, CA 91711-4614

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CalPortland Company - Agriculture (via email)  
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Oro Grande, CA 92368-0146

Attn: Catalina Fernandez-Moores  
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CalPortland Company - Oro Grande Plant (via  
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Camanga, Tony and Marietta  
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Attn: Myron Campbell II  
Campbell, M. A. and Dianne  
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445 Via Colusa  
Torrance, CA 90505-

Attn: Denise Parra  
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## Mojave Basin Area Watermaster Service List as of March 06, 2024

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Attn: Beahta Davis  
CDFW - Mojave Narrows Regional Park  
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Attn: Jennifer Cutler  
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Attn: Nancy Ryman  
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Attn: Alan L. De Jong  
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## Mojave Basin Area Watermaster Service List as of March 06, 2024

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Desert Girlz LLC (via email)  
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Attn: Denise Courtney  
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Gabrych, Eugene  
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Attn: Jay Storer  
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## Mojave Basin Area Watermaster Service List as of March 06, 2024

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Attn: Brian E. Bolin  
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Attn: Eric Archibek  
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Attn: William Handrinos  
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Helendale, CA 92342-0249

Attn: Jeff Gallistel  
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## Mojave Basin Area Watermaster Service List as of March 06, 2024

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Attn: Carabeth Carter ()  
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Attn: Lori Clifton (lclifton@robar.com)  
Hi-Grade Materials Company (via email)  
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Attn: Katherine Hill (Khill9@comcast.net)  
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Attn: Sandra D. Hood  
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Attn: Ester Hubbard  
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## Mojave Basin Area Watermaster Service List as of March 06, 2024

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Victorville, CA 92395-2800

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Johnson, Paul - Industrial (via email)  
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Attn: Lawrence W. Johnston  
Johnston, Harriet and Johnston, Lawrence W.  
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Jones Trust dated March 16, 2002 (via email)  
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Jones, Joette  
81352 Fuchsia Ave.  
Indio, CA 92201-5329

Attn: Paul Jordan  
Jordan Family Trust  
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Attn: Ray Gagné  
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Lucerne Valley, CA 92356

Attn: Lee Logsdon  
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## Mojave Basin Area Watermaster Service List as of March 06, 2024

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## Mojave Basin Area Watermaster Service List as of March 06, 2024

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## Mojave Basin Area Watermaster Service List as of March 06, 2024

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## Mojave Basin Area Watermaster Service List as of March 06, 2024

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Attn: Sam Marich  
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## Mojave Basin Area Watermaster Service List as of March 06, 2024

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## Mojave Basin Area Watermaster Service List as of March 06, 2024

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