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8 Attorneys for Plaintiff UNITED WATER CONSERVATION
DISTRICT

[Fee exempt Pursuant to
Govt. Code § 6103]

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF VENTURA
12

13 UNITED WATER CONSERVATION
DISTRICT,

14 Plaintiff,

15 v.

16 ALFRED C. BESERRA; SUN CRESS
17 DISTRIBUTORS, INC.; CALIFORNIA
WATERCRESS, INC.; and DOES 1 to 100,
18 inclusive,

19 Defendant.
20

Case No. _____

COMPLAINT FOR:

1. ACCOUNT STATED;
2. OPEN BOOK ACCOUNT;
3. VIOLATION OF CALIFORNIA
WATER CODE § 75610 ET SEQ.; AND
4. QUANTUM MERUIT

Judge: Hon. _____
Date: _____
Time: _____
Dept.: _____

21
22 Plaintiff UNITED WATER CONSERVATION DISTRICT ("District") alleges as follows:

23 VENUE, JURISDICTION, AND PARTIES

24 1. The District is, at all times mentioned herein, a special district and a public agency
25 of the State of California, organized pursuant to the Water Conservation District Law of 1931
26 (Water Code § 74000 *et seq.*). The District's principal place of business is located at 106 N. 8th
27 St., Santa Paula, California 93060.

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COMPLAINT

ORIGINAL

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
ERROR! NO TEXT OF SPECIFIED STYLE IN DOCUMENT.

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FAXED

2. The District is informed and believes, and based there on alleges, that Defendant ALFRED C. BESERRA ("Beserra") is an individual who, at all times relevant to this action, is a resident of Ventura County, California.

3. The District is informed and believes, and based there on alleges, that Defendant SUN CRESS DISTRIBUTORS, INC. ("Sun Cress") is a California corporation with its principal place of business in 3134 E Telegraph Road, Fillmore, California 93015 in Ventura County, California.

4. The District is informed and believes, and based there on alleges, that Defendant CALIFORNIA WATERCRESS, INC. ("Watercress") is a California corporation with its principal place of business in 550 E Telegraph Road, Fillmore, California 93015 in Ventura County, California.

5. The true names, identities, and capacities of Defendants DOES 1 through 100, inclusive, are unknown to the District, which brings this Complaint against DOES 1 through 100, inclusive, by such fictitious names. The District will amend this Complaint to allege their true names, identities, and capacities when ascertained. The District is informed and believes, and based thereon alleges, that each DOE Defendant is responsible in some manner for the events alleged and proximately caused damages to the District, as alleged.

6. Beserra, Sun Cress, Watercress, and DOES 1 through 100, inclusive, may be collectively referred to herein as the "Defendants."

7. Venue in this Court is proper as the District, Beserra, Sun Cress, and Watercress reside or have their principal places of business in Ventura County. Venue is also proper as the groundwater wells at issue are located within this jurisdictional district.

STATEMENT OF FACTS

8. At all times material herein, Defendants have been the owners and/or operators of several groundwater wells that are located within the District's jurisdictional boundaries. The groundwater wells at issue are Well No. 04N19W24J06S ("Well J06S") and Well No. 04N19W24J04S ("Well J04S"). The District provides groundwater management and conservation

1 services to all well owners and operators of groundwater wells within the District's jurisdictional
2 boundaries.

3 9. Pursuant to Water Code § 75590 *et seq.*, the District levies groundwater extraction
4 charges upon well operators within the District's jurisdictional boundaries.

5 10. Water Code § 75611 requires Defendants to provide the District with a semi-annual
6 groundwater production statement on or before January 31st and on or before July 31st. An
7 owner/operator of a groundwater well within the District's jurisdictional boundaries must self-
8 report the total production in acre-feet of water for the preceding six-month period, a general
9 description or number locating each well, and the method or basis of the computation of such
10 water production.

11 11. Per Water Code § 45612, the groundwater production statements are signed under
12 penalty of perjury.

13 12. If an owner/operator of a groundwater well fails to file with the District a semi-
14 annual groundwater production statement, the District's policy and common practice is to send
15 written notice to the owner/operator, including an informational groundwater production statement
16 based on a 3-year average of reporting for the same period. This notice also informs the
17 delinquent owner/operator that the District, pursuant to Water Code §§ 75615 and 75616, may
18 charge interest at the rate of one percent (1%) each month on the delinquent amount of the ground
19 water charge and a one-time penalty of ten percent (10%) of the amount found by the District to be
20 due.

21 13. Defendants have a history of failing to file groundwater production statements or
22 submitting inaccurate groundwater production statements and making partial payments to the
23 District. On October 28, 2014, the District was forced to file a similar civil action to collect
24 groundwater extraction charges from Defendants, relating specifically to delinquent groundwater
25 extraction payments from July 1, 2013 through June 30, 2014, which was resolved between the
26 Parties (Case No. 56-2014-00459466-CU-BC-VTA).

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1 A. **2015 2nd Installment Groundwater Production Statement – Well J06S**

2 14. For the period from July 1, 2015 through December 31, 2015 ("2015 2nd
3 Installment") for Well J06S, Ms. Catherine King ("King"), who the District is informed and
4 believes is the Bookkeeper for Watercress, acknowledged an obligation due in the total amount of
5 \$14,582.42. Included with the 2015 2nd Installment groundwater production statement,
6 Defendants submitted a check in the amount of \$4,582.42.

7 15. The District corrected the calculation and determined that the obligation then due
8 was \$15,231.87. With the payment of \$4,582.42, the District calculated that the outstanding
9 obligation then due from the Defendants was \$10,649.45.

10 16. Attached hereto as Exhibit "A" is a true and correct copy of the groundwater
11 production statement for the 2015 2nd Installment prepared by Beserra or Watercress with
12 corrections made by the District. No further payment has been made by Defendants for the 2015
13 2nd Installment.

14 B. **2016 1st Installment Groundwater Production Statements – Well J06S**

15 17. For the period from January 1, 2016 through June 30, 2016 ("2016 1st
16 Installment") for Well J06S, Defendants failed to produce a groundwater production statement.
17 The production statement was required to be filed no later than July 31, 2016.

18 18. Based on the policy and common practice of the District, the District created an
19 informational groundwater production statement based on the 3-year average of reporting for the
20 2016 1st Installment:

MEASUREMENT	AMOUNT
Total Agricultural Water Usage	\$10,658.57
Previous Balance Due	\$10,649.45
Penalty Charge - 10% of Total Agricultural Water Usage (Water Code § 75616)	\$1,065.86
Interest – 1% (Water Code § 75615)	\$639.51
Total Amount Including Previous Delinquencies	\$23,013.39

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27 19. Attached hereto as Exhibit "B" is a true and correct copy of the groundwater
28 production statement for the 2016 1st installment prepared by the District and sent to Beserra.

20. To date, Defendants have still not submitted a groundwater production statement for the 2016 1st Installment.

21. On December 8, 2016, the District sent a demand letter to Beserra, demanding the past due total amount of \$23,013.39. Attached hereto as Exhibit "C" is a true and correct copy of the letter from the District to Beserra dated December 8, 2016 regarding Well J06S, identifying the past due amount of \$23,013.39.

C. 2016 2nd Installment Groundwater Production Statements – Well J06S

22. For the period from July 1, 2016 through December 31, 2016 ("2016 2nd Installment") for Well J06S, Defendants failed to produce a groundwater production statement. The production statement was required to be filed no later than January 31, 2017.

23. On May 3, 2017, the District sent a demand letter to Beserra, demanding the past due total amount of \$38,474.64. Attached hereto as Exhibit "D" is a true and correct copy of the letter from the District, through its former counsel, Mr. Anthony M. Trembley of Musick, Peeler & Garrett LLP, from May 3, 2017 regarding Well J06S, identifying the past due amount of \$38,474.64.

24. Defendants failed to respond to the May 3, 2017 demand letter and did not submit payment for the 2016 2nd Installment for Well J06S.

25. Based on the policy and common practice of the District, the District created an informational groundwater production statement based on the 3-year average of reporting for the 2016 2nd Installment, including an increase of interest due to Defendants' delay in payment:

MEASUREMENT	AMOUNT
Total Agricultural Water Usage	\$13,562.94
Previous Balance Due	\$23,013.39
Penalty Charge - 10% of Total Agricultural Water Usage (Water Code § 75616)	\$1,356.29
Interest – 1% (Water Code § 75615)	\$813.78
Total Amount Including Previous Delinquencies	\$38,746.40

26. Attached hereto as Exhibit "E" is a true and correct copy of the groundwater production statement for the 2016 2nd Installment prepared by the District.

1 27. To date, Defendants have not submitted a groundwater production statement for
2 2016 2nd Installment or made payment.

3 **D. 2017 1st Installment Groundwater Production Statements – Well J06S**

4 28. For the period from December 31, 2016 through June 30, 2017 (“2017 1st
5 Installment”) for Well J06S, Defendants submitted a groundwater production statement,
6 amounting to a total agricultural water usage of \$11,381.08.

7 29. King acknowledged an \$11,381.08 obligation due to the District and signed the
8 2017 1st Installment groundwater production statement under penalty of perjury. Attached hereto
9 as Exhibit “F is a true and correct copy of the groundwater production statement for the 2017 1st
10 Installment prepared by Defendants.

11 30. Despite admitting its obligation due to the District totaling \$11,381.08 for the 2017
12 1st Installment period, Defendants sent the District a check for only \$1,381.08.

13 31. As of July 31, 2017, the total outstanding amount of delinquencies, not including
14 interest, due to the District totaled \$48,746.45. Defendants made no additional payments in the
15 2017 1st Installment.

16 **E. 2017 2nd Installment Groundwater Production Statements – Well J06S**

17 32. For the period from July 1, 2017 through December 31, 2017 (“2017 2nd
18 Installment”) for Well J06S, Defendants failed to produce a groundwater production statement.
19 The production statement was required to be filed no later than January 31, 2018.

20 33. On April 16, 2018, the District sent a demand letter to Beserra, demanding the past
21 due total amount of \$65,848.05. Attached hereto as Exhibit “G” is a true and correct copy of the
22 letter from the District, through its counsel, Mr. David D. Boyer of Atkinson, Andelson, Loya,
23 Ruud & Romo, dated April 16, 2018 regarding Well J06S, identifying the past due amount of
24 \$65,848.05.

25 34. Defendants failed to respond to the April 16, 2018 demand letter and did not submit
26 payment for the 2017 2nd Installment for Well J06S.

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35. Based on the policy and common practice of the District, the District created an informational groundwater production statement based on the 3-year average of reporting for the 2017 2nd Installment, including an increase of interest due to Defendants' delay in payment:

MEASUREMENT	AMOUNT
Total Agricultural Water Usage	\$13,840.01
Previous Balance Due	\$48,746.45
Penalty Charge - 10% of Total Agricultural Water Usage (Water Code § 75616)	\$1,384.00
Interest - 1% (Water Code § 75615)	\$3,755.19
Total Amount Including Previous Delinquencies	\$67,725.65

36. Attached hereto as Exhibit "H" is a true and correct copy of the groundwater production statement for the 2017 2nd Installment prepared by the District.

37. To date, Defendants have not submitted a groundwater production statement for 2017 2nd Installment or made a payment.

F. 2018 1st Installment Groundwater Production Statements – Well J06S

38. For the period from January 2018 through June 2018 ("2018 1st Installment") for Well J06S, Defendants acknowledged an obligation due to the District and submitted a groundwater production statement, amounting to a total agricultural water usage of \$19,190.94.

39. Again, King signed the 2018 1st Installment groundwater production statement on July 23, 2018 under penalty of perjury.

40. Attached hereto as Exhibit "I" is a true and correct copy of the groundwater production statement for the 2018 1st Installment prepared by Beserra or Watercress with corrections made by the District.

41. Although Defendants admitted to owing the District \$19,190.94, Defendants failed to make any payments to the District for the 2018 1st Installment.

42. The District corrected the amount due for the 2018 1st Installment to be the amount of \$19,774.34 and added the balance with the previous outstanding delinquency. As of July 31, 2018, the total outstanding obligation owed by Defendants to the District, not including interest,

1 totaled \$87,499.99, while interest continues to accrue at the rate of one percent (1%) each month
2 on the delinquent amount of the ground water charge.

3 **G. 2018 2nd Installment Groundwater Production Statements – Well J06S**

4 43. For the period from July 1, 2018 through December 31, 2018 ("2018 2nd
5 Installment") for Well J06S, Defendants failed to produce a groundwater production statement.
6 The production statement was required to be filed no later than January 31, 2019.

7 44. Based on the policy and common practice of the District, the District created an
8 informational groundwater production statement based on the 3-year average of reporting for the
9 2018 2nd installment:

MEASUREMENT	AMOUNT
Total Agricultural Water Usage	\$14,706.23
Previous Balance Due	\$87,499.99
Penalty Charge - 10% of Total Agricultural Water Usage (Water Code § 75616)	\$1,470.62
Interest – 1% (Water Code § 75615)	\$6,132.38
Total Amount Including Previous Delinquencies	\$109,809.22

16 45. Attached hereto as Exhibit "J" is a true and correct copy of the groundwater
17 production statement for the 2018 2nd installment prepared by the District. No payment has been
18 made by Defendants.

19 **H. 2019 1st Installment Groundwater Production Statements – Well J06S**

20 46. For the period from January 1, 2019 through June 30, 2019 ("2019 1st
21 Installment") for Well J06S, Defendants submitted a groundwater production statement,
22 amounting to a total agricultural water usage of \$20,651.82. King signed the 2019 1st Installment
23 groundwater production statement on September 3, 2019 under penalty of perjury. Attached
24 hereto as Exhibit "K" is a true and correct copy of the groundwater production statement for the
25 2019 1st Installment prepared by Beserra or Watercress with corrections made by the District.

26 47. The District corrected the calculation and determined that the Defendants owed the
27 following amounts:

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MEASUREMENT	AMOUNT
Total Agricultural Water Usage	\$20,652.06
Previous Balance Due	\$109,809.23
Penalty Charge - 10% of Total Agricultural Water Usage (Water Code § 75616)	\$2,065.21
Interest - 1% (Water Code § 75615)	\$1,304.61
Total Amount Including Previous Delinquencies	\$133,831.11

48. On September 3, 2019, the District sent a letter to Beserra, acknowledging the submission of a 2019 1st Installment groundwater production statement. In this letter, the District indicated that there was a previous balance relating to Well J06S of \$109,809.23 and delinquent fees in the amount of \$3,369.82, resulting in a total balance due of \$133,831.11. Attached hereto as Exhibit "L" is a true and correct copy of the September 3, 2019 letter sent from the District to Beserra. No payment has been made by Defendants.

I. 2017 1st Installment Groundwater Production Statements – Well J04S

49. For the 2017 1st Installment for Well J04S, Defendants submitted a groundwater production statement, amounting to a total agricultural water usage of \$259.41.

50. The District corrected the calculation and determined that the Defendants' total agricultural water usage equaled \$259.44.

51. In the 2017 1st Installment groundwater production statement, Defendants identified a credit of \$236.44, which the District does not dispute.

52. Defendants identified that the total obligation due to the District for the 2017 1st Installment for Well J04S was \$22.97.

53. Defendants provided a check for \$22.97 to the District.

54. King signed the 2017 1st Installment groundwater production statement on July 24, 2017.

55. The District determined that Defendants owed an outstanding balance of \$0.03 for the correct agricultural water usage during the 2017 1st Installment for Well J04S.

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56. Attached hereto as Exhibit "M" is a true and correct copy of the groundwater production statement for the 2017 1st Installment prepared by Beserra or Watercress with corrections made by the District.

J. 2017 2nd Installment Groundwater Production Statements – Well J04S

57. For the 2017 2nd Installment for Well J04S, Defendants failed to produce a groundwater production statement. The production statement was required to be filed no later than January 31, 2018.

58. Based on the policy and common practice of the District, the District created an informational groundwater production statement based on the 3-year average of reporting for the 2017 2nd Installment:

MEASUREMENT	AMOUNT
Total Agricultural Water Usage	\$1,339.78
Previous Balance Due	\$0.03
Penalty Charge - 10% of Total Agricultural Water Usage (Water Code § 75616)	\$133.98
Interest – 1% (Water Code § 75615)	\$80.39
Total Amount Including Previous Delinquencies	\$1,554.18

59. Attached hereto as Exhibit "N" is a true and correct copy of the groundwater production statement for the 2017 2nd Installment for Well J04S prepared by the District. To date, Defendants have not submitted a groundwater production statement for 2017 2nd Installment or made a payment.

K. 2018 1st Installment Groundwater Production Statements – Well J04S

60. For the 2018 1st Installment for Well J04S, Defendants failed to produce a groundwater production statement. The production statement was required to be filed no later than July 31, 2018.

61. Based on the policy and common practice of the District, the District created an informational groundwater production statement based on the 3-year average of reporting for the 2018 1st Installment:

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MEASUREMENT	AMOUNT
Total Agricultural Water Usage	\$89.26
Previous Balance Due	\$1,554.18
Penalty Charge - 10% of Total Agricultural Water Usage (Water Code § 75616)	\$8.93
Interest - 1% (Water Code § 75615)	\$98.61
Total Amount Including Previous Delinquencies	\$1,750.96

62. To date, Defendants have not submitted a groundwater production statement for 2018 1st Installment or made a payment.

63. On December 20, 2018, the District sent a demand letter to Beserra, demanding the past due total amount of \$1,750.96. Attached hereto as Exhibit "O" is a true and correct copy of the letter from the District, through its counsel, Mr. David D. Boyer of Atkinson, Andelson, Loya, Ruud & Romo, from December 20, 2018 regarding Well J04S, identifying the past due amount of \$1,750.96.

L. 2018 2nd Installment Groundwater Production Statements – Well J04S

64. For the 2018 2nd Installment for Well J04S, Defendants failed to produce a groundwater production statement. The production statement was required to be filed no later than January 31, 2019.

65. Based on the policy and common practice of the District, the District created an informational groundwater production statement based on the 3-year average of reporting for the 2018 2nd Installment:

MEASUREMENT	AMOUNT
Total Agricultural Water Usage	\$1,778.73
Previous Balance Due	\$1,750.96
Penalty Charge - 10% of Total Agricultural Water Usage (Water Code § 75616)	\$177.87
Interest - 1% (Water Code § 75615)	\$211.79
Total Amount Including Previous Delinquencies	\$3,919.36

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66. Attached hereto as Exhibit "P" is a true and correct copy of the groundwater production statement for the 2018 2nd Installment for Well J04S prepared by the District and sent to Beserra.

67. To date, Defendants have not submitted a groundwater production statement for 2018 2nd Installment or made a payment.

M. 2019 1st Installment Groundwater Production Statement – Well J04S

68. For the 2019 1st Installment for Well J04S, Defendants failed to produce a groundwater production statement. Based on the policy and common practice of the District, the District created an informational groundwater production statement based on the 3-year average of reporting for the 2019 1st installment:

MEASUREMENT	AMOUNT
Total Agricultural Water Usage	\$122.11
Previous Balance Due	\$3,919.36
Penalty Charge - 10% of Total Agricultural Water Usage (Water Code § 75616)	\$12.21
Interest – 1% (Water Code § 75615)	\$80.83
Total Amount Including Previous Delinquencies	\$4,134.51

69. Attached hereto as Exhibit "Q" is a true and correct copy of the groundwater production statement for the 2019 1st installment for Well J04S prepared by the District and sent to Beserra.

70. To date, Defendants have not submitted a groundwater production statement for 2018 2nd Installment or made a payment.

71. On October 23, 2019, the District sent a demand letter to Beserra, demanding the past due total amount of \$4,134.15. Attached hereto as Exhibit "R" is a true and correct copy of the letter from the District, through its counsel, Mr. David D. Boyer of Atkinson, Andelson, Loya, Ruud & Romo, from October 23, 2019 regarding Well J04S, identifying the past due amount of \$4,134.15.

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FIRST CAUSE OF ACTION**(For Account Stated against all Defendants)**

72. The District hereby re-alleges and incorporates by reference the allegations of paragraphs 1 through 71, inclusive, of this Complaint as if fully set forth herein

73. The District and Defendants have a longstanding transactional relationship in which the District levies groundwater extraction charges for the Defendant's use of its wells. The Defendants are required to submit semi-annual groundwater production statements, detailing the amount of groundwater extraction charges owed to the District and to pay such amounts. As Defendants have refused to pay its outstanding groundwater extraction charges to the District, the relationship between the Parties is now one of a creditor and debtor.

74. Pursuant to Water Code § 75590 *et seq.*, there is an express or implied agreement between the District and Defendants on the amount due from the Defendants as the debtors to the District as the creditor.

75. Defendants made an express or implied promise to pay the amount due to the District.

76. To date, Defendants have not paid the outstanding delinquencies, including interest that continues to accrue at the rate of one percent (1%) each month on the delinquent amount of the ground water charge, for Well J06S and Well J04S to the District.

77. Despite the District's continual efforts to demand payment, Defendants have refused to pay the District its outstanding delinquent groundwater extraction charges, plus interest accruing at the rate of one percent (1%) each month on the delinquent amount of the ground water charge. Defendants continue to take advantage of the District's services.

78. Alternatively, pursuant to Water Code § 75630, the District is authorized to seek injunctive relief by filing a complaint against the operator of a water-producing facility when such operator is delinquent in the payment of a ground water charge.

79. The District does not have an adequate remedy at law for the injuries currently being suffered and will continue to suffer without payment from the Defendants.

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(For Open Book Account against all Defendants)

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THIRD CAUSE OF ACTION

(For Violation of Water Code §§ 75610 *et seq.* against all Defendants)

88. The District hereby re-alleges and incorporates by reference the allegations of paragraphs 1 through 13, 22 through 71, inclusive, of this Complaint as if fully set forth herein.

89. Water Code § 75611 requires Defendants to provide the District with a semi-annual (on or before January 31st and on or before July 31st) groundwater production statement.

90. Since the 2016 2nd Installment for Well J06S, Defendants have not filed accurate semi-annual groundwater production statements. Even when Defendants filed groundwater production statements with the District for the 2015 2nd Installment, 2017 1st Installment, 2018 1st Installment, and 2019 1st Installment for Well J06S, the District determined that the groundwater production statements were inaccurate.

91. Since the 2017 1st Installment for Well J04S, Defendants have not filed accurate semi-annual groundwater production statements. Although Defendants submitted a groundwater production statement for the 2017 1st Installment, the District determined that the groundwater production statement was inaccurate.

92. Defendants have failed and refused to timely pay the District the full amount of the groundwater extraction charges when due.

93. As a result of Defendants' violation of the Water Code §§ 75610 *et seq.*, the District has suffered damages for Well J06S, not including penalties, as follows:

INSTALLMENT PERIOD	AGRICULTURAL WATER USAGE	INTEREST
2016 2nd Installment	\$13,562.94	1% on the Total Agricultural Water Usage Each Month From January 31, 2017 Until Paid
2017 1st Installment	\$11,381.08	1% on the Total Agricultural Water Usage Each Month From July 31, 2017 Until Paid
2017 2nd Installment	\$13,840.01	1% on the Total Agricultural Water Usage Each Month From January 31, 2018 Until Paid

2018 1st Installment	\$19,190.94	1% on the Total Agricultural Water Usage Each Month From July 31, 2018 Until Paid
2018 2nd Installment	\$14,706.23	1% on the Total Agricultural Water Usage Each Month From January 31, 2019 Until Paid
2019 1st Installment	\$20,652.06	1% on the Total Agricultural Water Usage Each Month From July 31, 2019 Until Paid
TOTAL AGRICULTURAL WATER USAGE	\$93,333.26	Plus interest as required by statute

94. As of the date of this Complaint, Defendants have paid a total of \$1,381.08 to the District for Well J06S for the 2016 2nd Installment through the 2019 1st Installment.

95. Accordingly, the District has suffered damages of at least \$91,952.18, plus interest that continues to accrue, for Well J06S from Defendants' violation of Water Code §§ 75610 *et seq.*

96. As a result of Defendants' violation of the Water Code §§ 75610 *et seq.*, the District has suffered damages for Well J04S, not including penalties, as follows:

INSTALLMENT PERIOD	AGRICULTURAL WATER USAGE	CREDIT	INTEREST
2017 1st Installment	\$259.41	\$236.44	1% on the Total Agricultural Water Usage Each Month From July 31, 2017 Until Paid
2017 2nd Installment	\$1,339.78	\$0.00	1% on the Total Agricultural Water Usage Each Month From January 31, 2018 Until Paid
2018 1st Installment	\$89.26	\$0.00	1% on the Total Agricultural Water Usage Each Month From July 31, 2018 Until Paid
2018 2nd Installment	\$1,778.73	\$0.00	1% on the Total Agricultural Water Usage Each Month From January 31, 2019 Until Paid

2019 1st Installment	\$122.11	\$0.00	1% on the Total Agricultural Water Usage Each Month From July 31, 2019 Until Paid
TOTAL AGRICULTURAL WATER USAGE	\$3,589.29	(\$236.44)	Plus interest as required by statute

97. As of the date of this Complaint, Defendants have paid a total of \$22.97 to the District for Well J04S for the 2017 1st Installment through the 2019 1st Installment.

98. Accordingly, the District has suffered damages of at least \$3,329.88, plus interest that continues to accrue, for Well J04S from Defendants' violation of Water Code §§ 75610 *et seq.*

99. Despite the District's continual efforts to demand payment, Defendants have refused to pay the District its outstanding delinquent groundwater extraction charges, plus interest accruing at the rate of one percent (1%) each month on the delinquent amount of the ground water charge. Defendants continue to take advantage of the District's services.

100. Alternatively, pursuant to Water Code § 75630, the District is authorized to seek injunctive relief by filing a complaint against the operator of a water-producing facility when such operator is delinquent in the payment of a ground water charge.

101. The District does not have an adequate remedy at law for the injuries currently being suffered and will continue to suffer without payment from the Defendants.

FOURTH CAUSE OF ACTION

(For Quantum Meruit against all Defendants)

102. The District hereby re-alleges and incorporates by reference the allegations of paragraphs 1 through 13, 32 through 48, 57 through 71, inclusive, of this Complaint as if fully set forth herein.

103. The District, at the explicit request of Defendants, furnished groundwater management and conservation services, which services were used for Defendants' benefit.

104. The reasonable value of unpaid services rendered by the District to Defendants for the 2017 2nd Installment through 2019 1st Installment for Well J06S is at least \$73,308.83, plus

1 interest accruing at 1% on the water assessment delinquency each month until paid, calculated as
2 follows:

3 INSTALLMENT PERIOD	WATER ASSESSMENT	PENALTY	INTEREST
4 2017 2nd Installment	\$13,840.01	\$1,384.00	1% on the Total Agricultural Water Usage Each Month From January 31, 2018 Until Paid
5 2018 1st Installment	\$19,190.94	\$0.00	1% on the Total Agricultural Water Usage Each Month From July 31, 2018 Until Paid
6 2018 2nd Installment	\$14,706.23	\$1,470.62	1% on the Total Agricultural Water Usage Each Month From January 31, 2019 Until Paid
7 2019 1st Installment	\$20,651.82	\$2,065.21	1% on the Total Agricultural Water Usage Each Month From July 31, 2019 Until Paid
8 TOTAL	\$68,389.00	\$4,919.83	

11 105. The reasonable value of unpaid services rendered by the District to Defendants for
12 the 2017 2nd Installment through 2019 1st Installment for Well J04S is at least \$3,662.87, plus
13 interest accruing at 1% on the water assessment delinquency each month until paid, calculated as
14 follows:

15 INSTALLMENT PERIOD	WATER ASSESSMENT	PENALTY	INTEREST
16 2017 2nd Installment	\$1,339.78	\$133.98	1% on the Total Agricultural Water Usage Each Month From January 31, 2018 Until Paid
17 2018 1st Installment	\$89.26	\$8.93	1% on the Total Agricultural Water Usage Each Month From July 31, 2018 Until Paid
18 2018 2nd Installment	\$1,778.73	\$177.87	1% on the Total Agricultural Water Usage Each Month From January 31, 2019 Until Paid
19 2019 1st Installment	\$122.11	\$12.21	1% on the Total Agricultural Water Usage Each Month From July 31, 2019 Until Paid
20 TOTAL	\$3,329.88	\$332.99	

23 106. Although demand has been made, Defendants have refused to pay the District this
24 sum. There is now due, owing and unpaid from Defendants, the sum of no less than \$76,971.70,
25 plus interest accruing at the rate of one percent (1%) each month on the delinquent amount of the
26 ground water charge, for both Well J06S and J04S.

27 107. Despite the District's continual efforts to demand payment, Defendants have
28 refused to pay the District its outstanding delinquent groundwater extraction charges, plus interest

1 accruing at the rate of one percent (1%) each month on the delinquent amount of the ground water
2 charge. Defendants continue to take advantage of the District's services.

3 108. Alternatively, pursuant to Water Code § 75630, the District is authorized to seek
4 injunctive relief by filing a complaint against the operator of a water-producing facility when such
5 operator is delinquent in the payment of a ground water charge.

6 109. The District does not have an adequate remedy at law for the injuries currently
7 being suffered and will continue to suffer without payment from the Defendants.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, the District prays for relief and judgment against Defendants, and each of
10 them, as follows:

11 **ON THE FIRST AND SECOND CAUSES OF ACTION**

12 **(AGAINST ALL DEFENDANTS)**

13 1. For Defendants to pay the outstanding delinquencies for groundwater extraction
14 charges for Well J06S for the amount of \$133,831.11, plus interest that continues to accrue at the
15 rate of one percent (1%) each month on the delinquent amount of the ground water charge, and for
16 Well J04S for the amount of \$4,134.51, plus interest that continues to accrue at the rate of one
17 percent (1%) each month on the delinquent amount of the ground water charge;

18 2. Alternatively, for an order enjoining Defendants, and their agents, servants and
19 employees, and all persons or entities acting under, in concert with, or for Defendants, from using
20 any groundwater from any wells that Defendants own or operate within the District's boundaries
21 until Defendants pay the District the full amount owed;

22 3. For Defendants to post a cash deposit or bond, in an amount to be determined by
23 the Court, with the District providing future assurance of payment of delinquent groundwater
24 charges for the preceding six-month period set forth in Section 75637.5 of the Water Code;

25 4. For penalties against the Defendants in an amount of ten percent (10%) of the
26 amount found by the Court to be due per Water Code § 75616;

27 5. For the cost of suit incurred by the District, including, among others, attorney's
28 fees to the extent permitted by contract or law; and

1 6. For such other and further relief as the Court deems just and proper.

2 **ON THE THIRD CAUSE OF ACTION**

3 **(AGAINST ALL DEFENDANTS)**

4 1. For Defendants to pay the outstanding delinquencies for groundwater extraction
5 charges for Well J06S for the amount of \$91,952.18, plus interest that continues to accrue at the
6 rate of one percent (1%) each month on the delinquent amount of the ground water charge, and for
7 Well J04S for the amount of \$3,329.88, plus interest that continues to accrue at the rate of one
8 percent (1%) each month on the delinquent amount of the ground water charge;

9 2. Alternatively, for an order enjoining Defendants, and their agents, servants and
10 employees, and all persons or entities acting under, in concert with, or for Defendants, from using
11 any groundwater from any wells that Defendants own or operate within the District's boundaries
12 until Defendants pay the District the full amount owed;

13 3. For Defendants to post a cash deposit or bond, in an amount to be determined by
14 the Court, with the District providing future assurance of payment of delinquent groundwater
15 charges for the preceding six-month period set forth in Section 75637.5 of the Water Code;

16 4. For the cost of suit incurred by the District, including, among others, attorney's
17 fees to the extent permitted by contract or law; and

18 5. For such other and further relief as the Court deems just and proper.

19 **ON THE FOURTH CAUSE OF ACTION**

20 **(AGAINST ALL DEFENDANTS)**

21 1. For Defendants to pay the outstanding delinquencies for groundwater extraction
22 charges for Well J06S for the amount of \$73,308.83, plus interest that continues to accrue at the
23 rate of one percent (1%) each month on the delinquent amount of the ground water charge,, and
24 for Well J04S for the amount of \$3,662.87, plus interest that continues to accrue at the rate of one
25 percent (1%) each month on the delinquent amount of the ground water charge;

26 2. Alternatively, for an order enjoining Defendants, and their agents, servants and
27 employees, and all persons or entities acting under, in concert with, or for Defendants, from using
28

1 any groundwater from any wells that Defendants own or operate within the District's boundaries
2 until Defendants pay the District the full amount owed;

3 3. For Defendants to post a cash deposit or bond, in an amount to be determined by
4 the Court, with the District providing future assurance of payment of delinquent groundwater
5 charges for the preceding six-month period set forth in Section 75637.5 of the Water Code;

6 4. For penalties against the Defendants in an amount of ten percent (10%) of the
7 amount found by the Court to be due per Water Code § 75616;

8 5. For the cost of suit incurred by the District, including, among others, attorney's
9 fees to the extent permitted by contract or law; and

10 6. For such other and further relief as the Court deems just and proper.

11 Dated: January 29, 2020

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: Wendy H. Wiles

Wendy H. Wiles
Attorneys for Plaintiff UNITED WATER
CONSERVATION DISTRICT