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9 *Attorneys for Defendant*
10 *Buddhist-Town, LLC.*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF RIVERSIDE**

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

JCCP5265
CIV209568 (LEAD CASE NUMBER)

14 MOJAVE BASIN WATER CASES

15 THE MOJAVE WATER AGENCY, AS THE
MOJAVE BASIN AREA WATERMASTER,

16 Plaintiff,

17 v.

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

22 Defendants.

23 SHADOW MOUNTAIN RANCH, LLC,

24 Cross-Complainant,

25 v.

26 MOJAVE WATER AGENCY, The Fasoja
Living Trust, Buddhist-Town, LLC, S.E.
Combined Services of California, Inc., Shunxing
Weng, and Roes 1 through 10,

27 Cross-Defendants.
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Dept 1, Riverside Superior Court
Hon. Harold W. Hopp, Judge Presiding

Case No. JCCP5265

**CROSS-DEFENDANT BUDDHIST-
TOWN, LLC'S ANSWER TO CROSS-
COMPLAINANT SHADOW
MOUNTAIN RANCH, LLC'S FIRST
AMENDED CROSS-COMPLAINT**

1 Cross-Defendant Buddhist-Town, LLC (“Cross-Defendant”) hereby submits the following
2 answer and affirmative defenses in response to Cross-Complainant Shadow Mountain Ranch,
3 LLC’s (“SMR”) First Amended Cross-Complaint, and alleges as follows:

4 **GENERAL DENIAL**

5 Pursuant to California Code of Civil Procedure section 431.30(d), Cross-Defendant
6 generally and specifically denies each and every allegation contained in the Cross-Complaint,
7 including but not limited to each and every allegation contained in the Introduction, Parties, General
8 Allegations — Procedural Posture, General Allegations — SMR Groundwater Pumping, the First
9 Cause of Action for Declaratory Relief (Hydrologic Disconnection of Aquifers), the Second Cause
10 of Action for Declaratory Relief (Overlying Right), the Third Cause of Action for Declaratory
11 Relief (Inapplicability of Judgment), and the Prayer for Relief.

12 Cross-Defendant denies that SMR is entitled to any of the relief requested in the Cross-
13 Complaint or otherwise.

14 **AFFIRMATIVE DEFENSES**

15 In further answer to the Cross-Complaint, Cross-Defendant states as follows:

16 **First Affirmative Defense**

17 Failure to State a Claim

18 1. The Cross-Complaint and each and every purported cause of action alleged therein
19 fail to state facts sufficient to constitute a cause of action against Cross-Defendant.

20 **Second Affirmative Defense**

21 Failure to Join Indispensable Parties

22 2. The Cross-Complaint fails to join indispensable parties whose absence may impede
23 Cross-Defendant's ability to protect its interests and raises a substantial risk to Cross-Defendant of
24 incurring double, multiple, or otherwise inconsistent obligations. Specifically, SMR's claims
25 implicate the rights and interests of all parties to the Judgment entered in the *City of Barstow* Action
26 and other groundwater users extracting water from the Mojave Basin Area who are not named as
27 cross-defendants in this action. This Court cannot determine the water rights at issue without the
28 participation of those indispensable parties.

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Third Affirmative Defense

Uncertainty

3. The Cross-Complaint, and each cause of action therein, is uncertain, ambiguous, and unintelligible in that it fails to clearly state the nature and extent of the relief sought against Cross-Defendant as distinguished from the other Cross-Defendants, rendering Cross-Defendant unable to frame a responsive pleading.

Fourth Affirmative Defense

Res Judicata and Preclusion

4. The Cross-Complaint and each cause of action set forth therein is barred, in whole or in part, by applicable preclusion principles including, without limitation, res judicata, claim preclusion, issue preclusion, and/or collateral estoppel.

Fifth Affirmative Defense

Priority Overlying Groundwater Rights of Cross-Defendant

5. Cross-Defendant possesses overlying groundwater rights that support its groundwater production and use that are: (a) senior in priority to all of the parties to City of Barstow that are using groundwater under appropriative groundwater rights; and (b) correlative in priority to all other landowners owning land overlying the Basin. *See City of Barstow v. Mojave Water Agency*, 23 Cal.4th 1224, 1253 (2000). As the California Supreme Court has instructed in reviewing the judgment entered in *City of Barstow*, these priorities must be adhered to in any adjudication of Cross-Defendant's groundwater rights. *Id.* at 1250. Moreover, Cross-Defendant did not stipulate to, and is not a party to the judgment in *City of Barstow*, and that judgment cannot be enforced against it. Any declaration of SMR's overlying rights must be consistent with and not infringe upon Cross-Defendant's own overlying groundwater rights.

Sixth Affirmative Defense

Laches

6. The Cross-Complaint and each cause of action therein are barred, in whole or in part, by the doctrine of laches. SMR and its predecessors-in-interest unreasonably delayed in

1 asserting the claims set forth in the Cross-Complaint, and Cross-Defendant has been prejudiced by
2 such delay.

3 **Seventh Affirmative Defense**

4 Estoppel

5 7. The Cross-Complaint and each cause of action therein are barred, in whole or in
6 part, by the doctrine of estoppel. SMR is estopped from asserting the claims alleged in the Cross-
7 Complaint by reason of its own conduct, statements, and/or omissions upon which Cross-Defendant
8 reasonably relied to its detriment.

9 **Eighth Affirmative Defense**

10 Waiver

11 8. The Cross-Complaint and each cause of action therein are barred, in whole or in
12 part, by the doctrine of waiver. SMR, by its acts and/or omissions, has waived its right to assert
13 the claims set forth in the Cross-Complaint.

14 **Ninth Affirmative Defense**

15 Unclean Hands

16 9. The Cross-Complaint and each cause of action therein are barred, in whole or in
17 part, by the doctrine of unclean hands. SMR has acted inequitably and in bad faith with respect to
18 the matters alleged in the Cross-Complaint, and therefore is not entitled to the equitable relief it
19 seeks.

20 **Tenth Affirmative Defense**

21 No Actual Controversy as to Cross-Defendant

22 10. The Cross-Complaint fails to establish an actual, present controversy between SMR
23 and Cross-Defendant sufficient to support declaratory relief. SMR's allegations regarding the
24 existence of a controversy with Cross-Defendant are conclusory and are based solely on
25 information and belief. As of the date of this pleading, no justiciable controversy exists between
26 SMR and Cross-Defendant, as SMR has identified no specific water rights dispute with Cross-
27 Defendant and alleges only upon information and belief that Cross-Defendant 'may assert rights
28 adverse to SMR.' Declaratory relief requires an actual, present controversy concerning justiciable

1 questions relating to the parties' rights or obligations, not speculative future disputes. (Code Civ.
2 Proc. § 1060; *Osseous Technologies of America, Inc. v. DiscoveryOrtho Partners, LLC* (2010) 191
3 Cal.App.4th 357, 366.)

4 **Eleventh Affirmative Defense**

5 Subordination of Rights

6 11. To the extent that SMR claims rights to use groundwater from the Basin on land on
7 which groundwater has not been historically used, such rights are subject to subordination under
8 the principles established in *In re Waters of Long Valley Creek Stream System*. 25 Cal.3d 339
9 (1979). *See* Code Civ. Proc. § 830(b)(7).

10 **Twelfth Affirmative Defense**

11 Noncompliance with the Streamlined Adjudication Act

12 12. Comprehensive groundwater adjudications are governed by the Streamlined
13 Adjudication Act. *See* Code Civ. Proc. §§ 830 et seq. To the extent that the Cross-Complaint seeks
14 to adjudicate Cross-Defendant's groundwater rights as part of a comprehensive adjudication, the
15 Cross-Complaint is barred because SMR has not complied with the strict notice requirements
16 necessary to effectuate in rem jurisdiction and the comprehensive effect of such an adjudication.
17 *See* Code Civ. Proc. § 836(j).

18 **Thirteenth Affirmative Defense**

19 Lack of Standing as to Cross-Defendant

20 13. SMR lacks standing to seek declaratory relief against Cross-Defendant because
21 SMR has not alleged any facts demonstrating that Cross-Defendant has taken any action adverse to
22 SMR's claimed water rights or that Cross-Defendant's exercise of its own overlying rights has
23 caused or threatened any cognizable injury to SMR. SMR's allegations against Cross-Defendant
24 are based solely on speculation that Cross-Defendant 'may assert rights adverse to SMR,' which is
25 insufficient to establish standing for declaratory relief. (Cal. Code Civ. Proc. § 1060.)
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1 **Fourteenth Affirmative Defense**

2 Claims Not Ripe for Adjudication

3 14. SMR's claims against Cross-Defendant are not ripe for adjudication because no
4 actual dispute currently exists between SMR and Cross-Defendant regarding groundwater rights.
5 Cross-Defendant has made no claim to SMR's groundwater, has not challenged SMR's pumping
6 activities, and has not sought to include SMR in the Judgment. Courts should not issue advisory
7 opinions on hypothetical future disputes. (*Pacific Legal Foundation v. California Coastal Com.*
8 (1982) 33 Cal.3d 158, 170.)

9 **Fifteenth Affirmative Defense**

10 Good Faith Exercise of Overlying Rights

11 15. Cross-Defendant has at all times acted in good faith in the exercise of its overlying
12 groundwater rights. Cross-Defendant's pumping activities are conducted for reasonable beneficial
13 use on its overlying lands, consistent with Article X, Section 2 of the California Constitution. Any
14 declaration of SMR's rights cannot impose burdens on Cross-Defendant's legitimate exercise of its
15 own overlying rights, which are correlative to those of SMR. (*City of Barstow v. Mojave Water*
16 *Agency* (2000) 23 Cal.4th 1224, 1241.)

17 16. This pleading of affirmative defenses does not assume or concede any particular
18 burden of pleading or proof on the part of Cross-Defendant, and Cross-Defendant presently has
19 insufficient knowledge or information on which to form a belief as to whether it may have
20 additional, yet unstated, affirmative defenses. Cross-Defendant reserves the right to assert
21 additional affirmative defenses, according to proof, in the event discovery, further investigation, or
22 the evidence at trial indicates that asserting additional affirmative defenses would be warranted.

23 WHEREFORE, Cross-Defendant prays for judgment as follows:

- 24 1. That the Cross-Complaint be dismissed in its entirety with prejudice as to Cross-
25 Defendant;
- 26 2. That SMR take nothing by reason of the Cross-Complaint;
- 27 3. That a declaration confirming Cross-Defendant's overlying groundwater rights are
28 (a) senior in priority to all of the parties to *City of Barstow* that are using groundwater under

1 appropriate groundwater rights and (b) correlative in priority to all other landowners owning land
2 overlying the Basin;

3 4. That any imposition of a physical solution consistent with Article X, Section 2 of
4 the California Constitution be consistent with, and not infringe upon, Cross-Defendant's overlying
5 groundwater rights;

6 5. That Cross-Defendant be awarded its costs of suit incurred herein;


7 6. That Cross-Defendant be awarded its reasonable attorney's fees and costs to the
8 extent allowed by law;

9 7. That Cross-Defendant be awarded such other and further relief as the Court deems
10 just and proper.

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Dated: June 2, 2026

O'MELVENY & MYERS LLP
GEOFFREY H. YOST
RUSSELL MCGLOTHLIN

By: 

Geoffrey H. Yost

Attorneys for Defendant
Buddhist-Town, LLC.

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16 Plaintiff,

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17 v.

PROOF OF SERVICE

18 All persons who are not presently parties to the
comprehensive groundwater adjudication in
19 *City of Barstow, et al., v. City of Adelanto, et*
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Cross-Complainant,

24 v.

25 MOJAVE WATER AGENCY, The Fasoja
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27 Cross-Defendants.
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I, Pooja S. Abhyankar, declare:

I am a citizen of the United States and a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is O'Melveny & Myers LLP, Two Embarcadero Center, 28th Floor, San Francisco, California 94111-3823. On June 2, 2026, I served the within document(s):

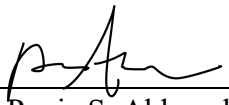
DEFENDANT BUDDHIST-TOWN, LLC'S ANSWER TO CROSS-COMPLAINANT SHADOW MOUNTAIN RANCH, LLC'S FIRST AMENDED CROSS-COMPLAINT

- BY ELECTRONIC TRANSMISSION - One Legal LLC:** I transmitted the above entitled document(s) electronically through submission of electronic version of the documents to One Legal, LLC, through the user interface at www.onelegal.com.

- BY US MAIL:** by putting a true and correct copy thereof in a sealed envelope, with postage fully prepaid, and placing the envelope for collection and mailing today with the United States Postal Service in accordance with the firm's ordinary business practices, addressed as follows:

[see Service List after signature page]

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct. Executed on June 2, 2026, at San Francisco, California.



Pooja S. Abhyankar

SERVICE LIST

VIA ELECTRONIC TRANSMISSION

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