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Attorneys for Defendant and Cross-Complainant
SHADOW MOUNTAIN RANCH, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

Coordination Proceeding Special Title
(Cal. Rules Of Court, rule 3.550)

MOJAVE BASIN WATER CASES

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

Plaintiff,

All persons who are not presently parties to the
comprehensive groundwater adjudication in
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,

Defendants.

SHADOW MOUNTAIN RANCH, LLC,
Cross-Complainant,

v.

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

Cross-Defendants.

JCCP5265

CIV208568 (Lead Case Number)

Dept. 1, Riverside Superior Court
Hon. Harold W. Hopp, Judge Presiding

Coordinated with:
Case No. CIVSB2218461

**SHADOW MOUNTAIN RANCH, LLC'S
NOTICE OF DEPOSITION OF
PLAINTIFF THE MOJAVE WATER
AGENCY'S PERSON MOST
KNOWLEDGEABLE**

Date: October 12, 2026

Time: 9:00 a.m.

Location: Best Best & Krieger LLP,
3390 University Ave, 5th
Floor, Riverside, CA 92501

Action Filed: May 30, 1990

Amended Cross-Complaint

Filed: April 30, 2026

Trial Date: January 15, 2027

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendant and Cross-Complainant, SHADOW MOUNTAIN RANCH, LLC (“SMR”), by and through its counsel, will take the deposition of the Person(s) Most Knowledgeable at THE MOJAVE WATER AGENCY (“MWA”) on October 12, 2026, at 9:00 a.m., before a certified shorthand reporter who is authorized to administer oaths and take depositions in the State of California as follows:

Date: October 12, 2026

Time: 9:00 a.m.

Location: Best Best & Krieger LLP
3390 University Ave, 5th Floor
Riverside, CA 92501

The deposition will continue from day to day, excluding Saturdays, Sundays and holidays, until completed.

PLEASE TAKE FURTHER NOTICE that the court reporter will record the deposition testimony by stenographic means, and may use instant visual display of the testimony. Notice of the possible use of instant visual display of the testimony is being provided pursuant to Code of Civil Procedure section 2025.220(a)(5).

If the deponent requires the services of an interpreter, you must advise this office in writing no later than five (5) days before the date set for deposition of both the need for the interpreter and the language/dialect required. If you fail to do so and the deposition is then continued for lack of an interpreter, sanctions will be sought against both counsel and deponent.

PLEASE TAKE FURTHER NOTICE that MWA is not a natural person, and as such, in accordance with Code of Civil Procedure section 2025.230, MWA shall designate its Person(s) Most Knowledgeable regarding the following matters. Unless otherwise defined, all capitalized terms used herein shall be defined consistent with the definitions set forth in SMR’s Notice of Motion and Motion filed in November of 2023, and which is attached hereto as **Exhibit A**:

1. MWA’s contention as to whether and to what extent there is hydrologic connection between the Shallow Aquifer and the Deep Aquifer underlying the SMR Property.

1 2. MWA's contention as to whether and to what extent there is hydrologic
2 connection between the SMR Property and the rest of the Mojave Basin.

3 3. MWA's contention as to whether and to what extent there is hydrologic
4 connection between the Harper Valley Groundwater Basin (DWR Bulletin 118 Groundwater
5 Basin No. 6-47) and the rest of the Mojave Basin.

6 4. MWA's knowledge of groundwater pumping from the SMR Property, including
7 historic pumping from any predecessors of SMR.

8 5. All data and information of MWA concerning the geology, hydrology, and history
9 of anthropogenic uses of the SMR Property.

10 6. All data and information of MWA concerning the geology, hydrology, and history
11 of anthropogenic uses within the Centro Subarea.

12 7. Whether MWA's ongoing groundwater modeling activities include data
13 concerning the SMR Property, including what data was used, where that data was from, and how
14 it was used.

15 8. Whether MWA's ongoing groundwater modeling activities include data
16 concerning the Harper Basin, including what data was used, where that data was from, and how it
17 was used.

18 9. What relief MWA seeks from SMR in this action.

19 10. Whether MWA seeks to impose a second judgment and/or physical solution
20 pursuant to this action.

21 11. How MWA ultimately seeks to manage any judgment rendered in this action given
22 there is an existing Judgment in the *City of Barstow* action covering the Mojave Basin.

23 12. Pre-litigation discussions amongst MWA and SMR representatives about the
24 potential transport and use of groundwater from underneath the SMR Property.

25 13. The process leading to the Judgment entered in the *City of Barstow* action,
26 including, for example only and without limitation, the exclusion of SMR's predecessor from that
27 Judgment.

28

1 14. MWA's regulation and oversight of current and ongoing water transfers within
2 the Mojave Basin, and all water transfers that have occurred within the last five years.

3 15. Current water needs and demands within the Mojave Basin.

4 Dated: September 18, 2026

BEST BEST & KRIEGER LLP

By: 

ERIC L. GARNER
CHRISTOPHER M. PISANO
ALISON K. TOIVOLA
Attorneys for Defendant and Cross-
Complainant
SHADOW MOUNTAIN RANCH, LLC

Exhibit A

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Attorneys for Specially-Appearing Petitioner Shadow
Mountain Ranch, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

CITY OF BARSTOW, et al,

Plaintiffs,

v.

CITY OF ADELANTO, et al,

Defendants.

Lead Case No. CIV208568
JCCP5265 MOJAVE BASIN WATER
CASES

Judge: Craig Riemer, Department 1

**NOTICE OF MOTION AND MOTION
FOR AN ORDER INTERPRETING
AND CLARIFYING THE SCOPE OF
THE JUDGMENT; MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

[Filed concurrently with:
1. Declaration of Tony Morgan;
2. Declaration of Timothy Walsh;
3. Declaration of Christopher Pisano;
4. Request for Judicial Notice;
and,
5. [Proposed] Order.]

Date: Jan. 8, 2024
Time: 8:30am
Dept: 1

[Reservation ID: 001680774956]

Action Filed: May 30, 1990

NOTICE OF MOTION; MOTION TO INTERPRET AND CLARIFY THE JUDGMENT

TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on January 8, 2024, at 8:30am, in Department 1 of this Court located at 4050 Main Street, Riverside, California 92501, Specially-Appearing Petitioner Shadow Mountain Ranch, LLC (“SMR”) will specially appear and move the Court for an order interpreting and clarifying the scope of the January 10, 1996 Judgment and Physical Solution in this action, as amended on December 5, 2002 (“Judgment”). SMR brings this motion pursuant to Paragraph 19 of the Judgment, and SMR requests that the Court utilize its inherent powers set forth in Code of Civil Procedure, Section 128 to provide the remedy sought herein. SMR is specially appearing because it is not a “Party” to the Judgment, insofar as Mojave Water Agency (“MWA”) dismissed SMR’s predecessor-in-title from the basin adjudication prior to trial and the entry of Judgment. As such, SMR’s predecessor had no involvement in trial, and is not subject to the terms of the Judgment. However, SMR has standing to appear before this Court and bring this motion given the broad definition of “Party” as set forth in Paragraph 4.v. of the Judgment, and given its interest in how the Judgment is interpreted due to its status as a landowner within the Judgment area.

SMR recently learned that MWA filed a separate water rights adjudication lawsuit in a related case entitled *Mojave Water Agency v. All Persons who are not Presently Parties to the Judgment*, San Bernardino County Superior Court, Case No. CIVSB 2218461, and that MWA filed a motion in this related case asking the Court to declare SMR to be a party to the Judgment. MWA’s motion is scheduled to be heard by this Court on December 7, 2023. SMR learned of this new lawsuit and MWA’s motion to make SMR a party to the Judgment through independent research. It has not been served with process, nor has it received notice from MWA of the motion to make SMR a party to the Judgment. SMR has a right to be heard, and to explain why it should not be a party, and thus it has a direct interest in appearing before this Court to oppose MWA’s effort to bind it to a Judgment without affording due process rights.¹

¹ SMR’s motion should be heard concurrently with MWA’s motion, as the subject matter of the two motions are related. Accordingly, SMR will file a separate request for the January 8, 2024, hearing to be rescheduled to December 7, 2023.

As discussed in this motion, SMR's property is uniquely situated within the Harper Valley Basin, which all parties, including MWA, know has limited, if any, hydrologic connection to the Centro Subarea of the Mojave Basin and the other Subareas of the Mojave Basin that are subject to the Judgment. Moreover, SMR has recently discovered a deep aquifer beneath its property in the Harper Valley Basin, which according to all available data is disconnected from the Mojave Basin Subareas that are subject to the Judgment. The deep aquifer was unknown at the time of the Judgment and its waters were not adjudicated. The water contained within the deep aquifer underlying SMR's property is not being put to a beneficial use, and SMR is proposing a plan to pump this water as supplemental water, and make the water available for the first time to users within the watershed. This will provide a new and relatively inexpensive source of supplemental water to the region, which will benefit the entire community. Pumping from the shallow aquifer underlying SMR's property will likewise provide a new source of supplemental water. There is no basis for MWA to force SMR to become a party to the Judgment when SMR's pumping has no impact on the Mojave Basin that is subject to the Judgment, and there is no downside to SMR pumping this water from the Harper Valley Basin and making it available to water users as supplemental water. For this reason SMR specially appears before the Court seeking an order interpreting the Judgment, and clarifying that SMR's proposed pumping is not subject to the Judgment.

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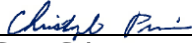
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1 This motion is based on this notice; the attached memorandum of points and authorities;
2 the concurrently-filed declarations of Tony Morgan, Timothy Walsh, and Christopher Pisano; the
3 concurrently-filed Request for Judicial Notice; the records on file in this matter; and upon any
4 such additional evidence or argument as may be presented at the hearing on this motion.

5 Dated: November 2, 2023

BEST BEST & KRIEGER LLP

7 By: 
8 ERIC L. GARNER
9 CHRISTOPHER M. PISANO
10 ALISON K. TOIVOLA

11 Attorneys for Specially-Appearing
12 Petitioner Shadow Mountain Ranch, LLC
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Specially-Appearing Petitioner Shadow Mountain Ranch, LLC (“SMR”) specially appears and moves herein for an order interpreting and clarifying the January 10, 1996 Judgment and Physical Solution, as amended on December 5, 2002 (“Judgment”). SMR owns property within the broader Centro Subarea of the Mojave Basin (defined below as “SMR Property”), but SMR is not a party to the Judgment. The SMR Property is located within the Harper Valley Basin, which, at least on paper, overlaps with the Centro Subarea. However, the Harper Valley Basin is miles away from the Mojave River, and it has limited, if any, hydrologic connectivity to the Mojave River and the rest of the Mojave Basin, including the Centro Subarea. SMR’s predecessor-in-interest, Ace Exploration and Water Drilling Company (“Ace”), was a cross-defendant in the lawsuit that led to the Judgment, but Ace was voluntarily dismissed by Mojave Water Agency (“MWA”) prior to the case proceeding to trial. As such, Ace played no role in the trial, nor in the formulation of the Judgment. Ace had no ability to put on evidence at trial in the setting of the basin boundaries in the Judgment, and there was no opportunity to prove the near total, if not complete, lack of hydrologic connection between the Harper Valley Basin and the Subareas that are a part of the Judgment. One could reach the reasonable conclusion that MWA dismissed Ace because its property was not hydrologically connected to the Centro Subarea.

Furthermore, since SMR’s current ownership group acquired the SMR Property in 2017, SMR has, at great expense, analyzed the hydrology and geology under the SMR Property and learned that there is a deep aquifer beneath the known shallow aquifer. This deep aquifer, which was unknown at the time of Judgment, potentially contains a vast quantity of water that has been confined underground for tens of thousands of years, and has never before been pumped and put to beneficial use. This deep aquifer, as well as the shallow aquifer, are hydrologically disconnected from the rest of the Mojave Basin and from the Mojave River that are subject to the Judgment. The waters within these two aquifers (both deep and shallow) are separate from the

1 rest of the Mojave Basin, and are indeed “Supplemental Water,” as defined in the Judgment,² that
2 can be put to beneficial use.

3 SMR has the ability to pump this supplemental water in the shallow and deep aquifers,
4 and provide the water to other water users. The pumping for this new and separate source of
5 supplemental water will have no adverse impact on the adjudicated Mojave Basin because it will
6 occur in a hydrologically disconnected area. SMR’s proposal to pump this new source of
7 supplemental water and provide it to local water users will add a new source of water to the
8 Mojave Basin area, and will reduce the region’s dependence on expensive, and not always
9 available, imported water (such as water imported from the State Water Project). This will
10 benefit all water users in the region.

11 SMR seeks relief from the Court because, while it is not a party to the Judgment, the SMR
12 Property is within the footprint of the Centro Subarea that is a part of the Judgment. Neither
13 SMR nor Ace, SMR’s predecessor-in-title, was provided the opportunity to prove the hydrologic
14 disconnect between the SMR Property within the Harper Valley Basin and the Centro Subarea at
15 trial prior to entry of the Judgment. But that disconnection is a reality, which the California
16 Department of Water Resources (“DWR”) recognizes in its Bulletin 118 description of the Harper
17 Valley Groundwater Basin. (See Request for Judicial Notice (“RJN”), Declaration of Christopher
18 Pisano “Pisano Decl.” at Ex. “1.”)

19 Indeed, this Court has recognized that the Harper Valley Basin is not hydrologically
20 connected to the Centro Subarea. For example, Exhibit F to the Judgment precludes “paper”
21 transfers from the Harper Valley Basin to the Centro Subarea. (See Judgment, pp. F-6 through F-
22 7.) There is only one possible reason for this exclusion: the Harper Valley Basin is
23 hydrologically disconnected, and pumpers in the Centro Subarea cannot offset over-pumping near
24 the Mojave River with paper transfers from the Harper Valley Basin because water from that
25 basin does not migrate to the Centro Subarea and the Mojave River. In short, by its own terms,

26 _____
27 ² The Judgment defines “Supplemental Water” as: “Water imported to the Basin Area from
28 outside the Basin Area, water that would otherwise be lost from the Basin Area but which is
captured and made available for use in the Basin Area, or any Producer’s share of Free
Production Allowance that is not Produced and is acquired by Watermaster pursuant to this
Judgment.” (Judgment, ¶ 4.11.)

1 the Judgment recognizes this disconnect.

2 MWA recently filed a motion for the Court to deem SMR a party to the Judgment, and to
3 bind SMR to the Physical Solution (“MWA Motion”).³ SMR has not been given notice of this
4 motion, and has not been served with process. SMR should be afforded the opportunity to
5 demonstrate to the Court that the waters underneath its property are hydrologically disconnected.
6 There is no reason to bind SMR to the Judgment, nor is there any basis to restrict in any way
7 SMR’s plan to pump this water as supplemental water, so that for the first time this water can be
8 put to beneficial use. This water has sat underground for millennia, and SMR is proposing a plan
9 that will put it to use for the benefit of everyone. The Court should grant this motion, and should
10 clarify that the Judgment does not include the hydrologically-disconnected water that is
11 underneath the SMR Property, both within the shallow and deep aquifers.

12 **II. FACTUAL BACKGROUND**

13 **A. SMR Owns Property in the Harper Dry Lake Basin; Its Predecessors-in-**
14 **Interest Were Not Parties to the Judgment**

15 SMR owns approximately 631 acres of land in San Bernardino County, identified as APN
16 0489-161-11 (“SMR Property”). This property is located approximately 15 miles northwest of
17 the City of Barstow, and is approximately 13 miles from the Mojave River. The SMR Property is
18 located just to the south of the Black Mountain basalt outcrop, and is just to the north of Harper
19 Dry Lake, within the Harper Valley Basin. (Declaration of Timothy Walsh, filed concurrently
20 with this Motion (“Walsh Decl.”), ¶ 2; Declaration of Tony Morgan, filed concurrently with this
21 Motion (“Morgan Decl.”), ¶¶ 30-35.)

22 SMR’s predecessors were Curt Jahnke and Ace Exploration & Water Drilling Company
23 (“Ace”), which was a company that was owned by Mr. Jahnke. Ace was named as a party to
24 MWA’s cross-complaint in the adjudication as Roe cross-defendant 3181. However, on August
25 20, 1996, MWA dismissed Ace as a cross-defendant, and thus neither Ace nor Mr. Jahnke are
26 parties to the Judgment. (See MWA Motion, Ruesch Decl., Ex. “3.”)

27
28 ³ The MWA Motion was filed in the separate action *Mojave Water Agency v. All Persons who are not Presently Parties to the Judgment*, S.B.S.C. Case No. CIVSB 2218461.

1 The SMR Property was formerly known as Oasis Ranch, and for over 20 years, from the
2 1980s until about 2006, Oasis Ranch was an active alfalfa farm. To support this farm, the prior
3 owners pumped groundwater from a shallow aquifer underlying the SMR Property. SMR
4 estimates that Mr. Jahnke's and Ace's groundwater pumping was between 5,300 and 9,300 acre-
5 feet per year ("AFY") (Morgan Decl., ¶¶ 38-39; see also Walsh Decl., ¶¶ 3-5, 7.) While Mr.
6 Jahnke's and Ace's pumping from the shallow aquifer was extensive, and apparently continued
7 on for many years following entry of the Judgment in 1996, there is no indication that this
8 pumping ever interfered with any other landowner's ability to pump groundwater from their
9 property. (Morgan Decl., ¶ 67; Walsh Decl., ¶¶ 5-6.)

10 The Oasis Ranch ceased operation in about 2006, and thereafter the land returned to a dry,
11 or fallow, state, until 2019. At that time, the new SMR ownership group took over and resumed
12 an alfalfa farming operation, supported by groundwater pumping from the shallow aquifer. In the
13 2019/20 and 2020/21 water years, SMR pumped approximately 1,000 AFY of groundwater from
14 the shallow aquifer to support the alfalfa operations. Despite renewed pumping, there still was
15 and has been, to this date, no known claim of well interference by anyone in the area. (Walsh
16 Decl., ¶¶ 6-7.)

17 **B. SMR Evaluated the Harper Dry Lake Basin and Discovered a Second, or**
18 **Deep, Aquifer Beneath the SMR Property**

19 In late 2018, SMR began a comprehensive study of the groundwater beneath the SMR
20 Property. The new SMR Property owners knew that Mr. Jahnke and Ace had studied the
21 potential safe yield beneath this property, and SMR received and reviewed numerous technical
22 reports of the SMR Property from, among many others, Neblett & Associates (2008) and Stetson
23 Engineers (2012), which suggested a potential safe yield beneath the property ranging from 5,000
24 AFY to 24,000 AFY. There also were reports of exploratory drilling that suggested that there
25 might be a deep alluvial aquifer layer below the basaltic layers under the shallow aquifer. (Walsh
26 Decl., ¶¶ 7-9.)

27 In 2019, SMR retained Daniel B. Stephens & Associates ("DBS&A") to undertake the
28 investigation, which included the drilling of a deep exploratory well to drill through the shallow

1 alluvial layer and the basaltic layers underneath, in order to verify the existence of the separate
2 deep alluvial aquifer, and to learn whether there was a hydrologic connection between these two
3 aquifers and/or to the rest of the Mojave Basin. DBS&A oversaw this drilling, and the findings
4 are discussed herein and in the Declaration of Tony Morgan. (Morgan Decl., ¶¶ 12-14.) In total,
5 SMR has spent over \$2 million in drilling and analyses of the hydrology beneath the SMR
6 Property. (Walsh Decl., ¶¶ 8-9.)

7 C. **DBS&A Analyses Confirm That There are at Least Two Aquifers Under the**
8 **SMR Property, and That the Aquifers are Not Connected to the Mojave River**
9 **Basin**

10 Tony Morgan, a Vice President and Principal Hydrogeologist at DBS&A with 40 years of
11 experience in the field, led the DBS&A analyses of the groundwater underlying the SMR
12 Property. (Morgan Decl., ¶¶ 3-14.) DBS&A reviewed numerous existing reports regarding the
13 SMR Property and surrounding area, and performed various technical analyses, including
14 chemical analyses of samples of water taken from both the shallow and deep aquifer underneath
15 the SMR Property. Among other items, DBS&A tested and analyzed the static water level, the
16 prevalent chemical character of the water, and the presence of arsenic, boron, sulfate, chloride,
17 sodium, and total dissolved solids (“TDS”) in the water. (See Morgan Decl., ¶¶ 43, 71, 92-94,
18 Fig. 1B.) DBS&A also conducted groundwater sampling for isotopic analyses of, among other
19 things, tritium and radiocarbon in both the shallow and deep aquifers. The sampling and
20 laboratory analyses were performed as part of a geochemical characterization of both the deep
21 aquifer and the shallow aquifer that has been historically used as an agricultural water supply.
22 (Morgan Decl., ¶¶ 43-45, 69-77, 92-96, 100-108.)

23 DBS&A determined that the deep aquifer underlying the SMR Property is hydrologically
24 disconnected from the shallow aquifer above it, and from the rest of the Mojave Basin and the
25 Mojave River that are subject to the Judgment. The primary basis for this opinion is that the
26 chemical composition of the water in the deep aquifer is vastly different than the water in the
27 shallow aquifer or anywhere else. Mr. Morgan determined that the amounts of TDS, arsenic,
28 boron, sulfate, chloride, and sodium all demonstrate that the water quality varies substantially

1 between the shallow and deep aquifers, and he further determined from isotopic sampling that
2 water in the deep aquifer was recharged into the ground more than 20,000 years ago. (Morgan
3 Decl., ¶¶ 92-108, Fig. 1B.) By comparison, the shallow aquifer was recharged into the ground
4 approximately 7,000 years ago, and Mojave River water is recent water currently recharging.
5 (*Id.*) Mr. Morgan opines that because the deep aquifer under the SMR Property has little to no
6 hydrologic connectivity to the rest of the Mojave Basin, pumping of the deep aquifer will not
7 have an adverse impact on the groundwater in the Mojave Basin nor on the adjudicated pumping
8 allocations under the Judgment, should SMR be allowed to pump water from the deep aquifer.
9 (Morgan, Decl., ¶ 27.)

10 The DBS&A finding that the water in the deep aquifer has a drastically different chemical
11 composition than the water in the shallow aquifer is consistent with the geology beneath the SMR
12 Property. As DBS&A noted, the shallow and deep aquifers are separated by a layer of basalt
13 (bedrock) that is estimated to be between 200 and 500 feet thick. This inhibits the migration of
14 water between the shallow and deep aquifers. (Morgan Decl., Fig. 5.) Water does not move
15 between the shallow and deep aquifers. (Morgan Decl., ¶¶ 86-91.) The difference in the
16 chemical composition and the age of the water in the deep aquifer suggests that the water in the
17 deep aquifer has been underground since most of the Earth was covered in ice during the
18 Pleistocene, and has never been pumped and put to beneficial use. (Morgan Decl., ¶¶ 26-27, 100,
19 103-108.)

20 DBS&A also analyzed the locations of faults, which are barriers to underground water
21 transmission, and topographical differences between the SMR Property in the Harper Valley
22 Basin and the rest of the Mojave Basin, and determined that there is a substantial disconnect
23 between the shallow aquifer and the rest of the Mojave Basin, especially those portions of the
24 Mojave Basin that are close to the Mojave River. (Morgan Decl., ¶¶ 63-85.) Furthermore, the
25 shallow and deep aquifers beneath the SMR Property are up-gradient from the flow path of
26 groundwater that migrates from the Centro Subarea to the Harper Valley Basin. (*Id.* at ¶¶ 53-57,
27 Fig. 3.) Thus, while water and underflow from the Mojave River may migrate northwest and
28 recharge certain lower portions of the Harper Valley Basin, the aquifers under the SMR

1 Property—which is north of the playa—is up-gradient from this underground flow, and it is
2 highly unlikely that any underground flow from the Mojave River ever recharges the aquifers
3 under the SMR Property. (*Id.*)

4 DBS&A’s analysis of the chemical composition of the water in the shallow aquifer
5 confirms that the water underneath the SMR Property in the shallow aquifer is also not being
6 recharged from the Mojave River and Centro Subarea. While the chemical composition of the
7 water in this shallow aquifer suggests that the water has not been underground nearly as long as
8 the water in the deep aquifer, the chemical composition still suggests that the water in the shallow
9 aquifer under the SMR Property was last recharged from surface water over 7,000 years ago.
10 (Morgan Decl., ¶¶ 69-77, 94-102.) This further suggests that water from the Mojave River is not
11 recharging the shallow aquifer under the SMR Property, and it further supports Mr. Morgan’s
12 opinion that pumping from this shallow aquifer will not adversely impact the waters subject to the
13 Judgment. This opinion is further confirmed by the fact that there has been pumping from the
14 shallow aquifer on the SMR Property for many decades, and with no documented claims of well
15 interference. (Morgan Decl., ¶ 22; Walsh Decl. ¶¶ 5-6.)

16 **D. DWR’s Bulletin 118 and the Judgment Confirm that the Harper Valley Basin**
17 **is Separate from the Mojave Basin that is Subject to the Judgment**

18 DWR’s Bulletin 118 is the State of California’s official publication on the occurrence and
19 nature of groundwater in California. (RJN at 3-4.) Bulletin 118 defines the various groundwater
20 basin boundaries throughout the state and summarizes key groundwater information specific to
21 each, including, for example: hydrogeologic information such as basin boundaries, inflow, and
22 outflow; groundwater quality assessments; estimates on each basin area’s storage and
23 replenishment capacities; and basin management information. (See RJN, Pisano Decl. at Ex.
24 “1”.) DWR’s Bulletin 118 is so dispositive that the Streamlined Adjudication Act, passed in 2015,
25 uses the Bulletin 118 boundaries as the required boundaries for an adjudication, absent evidence
26 to the contrary and approval by DWR. (See Code Civ Proc. § 841.)

27 DWR’s Bulletin 118 confirms that the Harper Valley Basin is separate from the Mojave
28 Basin that is a part of the Judgment. DWR classifies the Harper Valley Basin as its own unique

1 basin—Groundwater Basin Number 6-47—that is surrounded by non-water-bearing mountain
2 formations and faults, and thus hydrologically confined. (RJN, Pisano Decl. at Ex. “1,” p. 1
3 [noting the many “nonwater-bearing rocks” separating the basin’s north, east, south, and west
4 boundaries].) The Harper Valley Basin overlaps only in part with the adjudicated areas of the
5 Mojave Basin under the Judgment. (*Id.*)

6 This Court’s Judgment likewise confirms that the Harper Valley Basin is hydrologically
7 separate and distinct from the rest of the Mojave Basin. Exhibit F to the Judgment sets forth the
8 procedures by which Parties to the Judgment may transfer their Free Production Allowance for
9 pumping. In most cases, the Judgment allows parties to transfer their allowance rights to other
10 parties within the same Subarea. In other words, a party in one Subarea may forgo pumping its
11 free production allowance in any year, and may transfer that right to another party, which allows
12 the transferee to exceed its Free Production Allowance for that year.

13 But the Harper Valley Basin is subject to a different rule. Exhibit F to the Judgment
14 provides that pumpers in the Harper Valley Basin (referred to in the Judgment as the “Harper
15 Lake Basin”) may only transfer water by pumping it from the aquifer beneath their property and
16 then physically moving the water outside of the Harper Valley Basin to a user in another area of
17 the Mojave Basin. As such, while the Court may have drawn the boundary of the Centro Subarea
18 to include large portions of the Harper Valley Basin, the Judgment acknowledges that in
19 hydrologic terms these are two separate and disconnected groundwater basins. The Judgment
20 does not allow pumpers in the Centro Subarea near the Mojave River to ameliorate over-pumping
21 by buying the Free Production Allowance of a party in the Harper Valley Basin, because the
22 water in the Harper Valley Basin is not connected and will not migrate to the Centro Subarea in
23 the event the Centro Subarea is over-pumped. Exhibit F to the Judgment supports DBS&A’s
24 conclusions that these two basins are hydrologically separate.

25 **E. SMR Plans to Pump Groundwater from the Shallow and Deep Aquifers**
26 **Beneath the SMR Property and Sell the Water to Local Users, so That this**
27 **Water Can be Put to Beneficial Use**

28 SMR’s new ownership group intends to pump groundwater from both of the aquifers

underlying the SMR Property as a source of supplemental water, and sell that supplemental water to other user(s) so that this water can be put to beneficial use. SMR has approached MWA about a possible sale of this supplemental water, and MWA expressed an interest in a possible purchase, provided there is Court approval. Despite MWA's recent motion, SMR remains interested in pumping and selling the supplemental water from underneath the SMR Property to MWA or another local user, so that the water can be put to a beneficial use. (Walsh Decl., ¶¶ 10-11.)

III. LEGAL ARGUMENT

A. This Court has Retained Jurisdiction and Can Resolve this Matter

Courts in water rights cases regularly maintain continuing jurisdiction following entry of judgment in order to resolve issues not contemplated by, or which were not ripe for review at the time of, the judgment, and to ensure that the judgment is effectively maintained and carried out. (*Central & West Basin Water Replenishment Dist. v. Southern Calif. Water Co.* (2003) 109 Cal.App.4th 891, 903 [Courts "regularly affirm the expansive retention of jurisdiction in cases involving water rights."]; *see also Pasadena v. Alhambra* (1949) 33 Cal.2d 908, 936 ["The court reserved jurisdiction, among other things, to review its determination of the safe yield of the Raymond Basin Area and the rights of all the parties as affected by the abandonment or forfeiture of any right."])

Consistent with this principle, this Court retained jurisdiction following entry of the Judgment. In Paragraph 19 of the Judgment, the Court found in relevant part: "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...for interpretation, enforcement or carrying out of this Judgment, 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...." (See Judgment, ¶ 19.)

The Court also appointed MWA as the Watermaster to administer and enforce the provisions of the Judgment. (Judgment, ¶ 23.) MWA remains the Watermaster today.

B. Even Though it is not a Party to the Judgment, SMR has Standing to Bring This Motion as an Interested Party

1 A judgment is a final determination of issues and claims among parties to an action.
2 (Code Civ. Proc. § 577.) A judgment cannot be given in favor of or against one who is not a
3 party to the action, and it is usually of no legal concern to a person who was not a party. (*Fazzi v.*
4 *Peters* (1968) 68 Cal.2d 590, 594.)

5 While a judgment cannot be enforced against a non-party, in some circumstances a non-
6 party that has an interest in the subject matter of a judgment may have standing to appear before
7 the Court to seek a vacation, modification, or correction of a judgment's terms. (See Code Civ.
8 Proc. § 473, subd. (d); *People ex rel. Reisig v. Broderick Boys* (2007) 149 Cal.App.4th 1506,
9 1518 ["[W]e conclude that appellants, who are alleged by the authorities to be gang members and
10 for that reason were served with the injunction and threatened with its enforcement, are
11 sufficiently aggrieved by it to allow them to move to vacate the injunction and become parties to
12 the action, without having to admit membership in the gang." [emphasis omitted]]; *People v.*
13 *Gonzalez* (1996) 12 Cal.4th 804, 818-19 [California courts "apply the rule that in the contempt
14 proceeding, the contemner may, for the first time, collaterally challenge the validity of the order
15 he or she is charged with violating."]; see also *Eyak Native Village v. Exxon Corp.* (9th Cir. 1994)
16 25 F.3d 773, 777 ("*Eyak Native Village*") ["A nonparty may seek relief from a judgment procured
17 by fraud if the nonparty's interests are directly affected."]; *In re La Sierra Financial Services, Inc.*
18 (9th Cir. BAP 2003) 290 B.R. 718, 730.) In *Eyak Native Village*, environmental groups sought
19 relief from a consent decree between the government and Exxon concerning an oil spill, which
20 they claimed was fraudulently obtained. The court held that the groups had standing because their
21 interests were directly affected. (*Eyak Native Village*, 25 F.3d at 777.)

22 The Judgment in this case, and the facts giving rise this motion, support SMR's position
23 that it has standing to bring this motion even though it is not a party to the Judgment and does not
24 seek to intervene in the Judgment. The Judgment broadly defines a "Party" as: "Any Person(s)
25 named in this action who has intervened in this case or has become subject to this Judgment either
26 through stipulation, default, trial or otherwise." (Judgment, ¶ 4.v. (emphasis added).) The use of
27 the phrase "or otherwise" is a powerful addition to the definition of "Party." In statutory
28 construction cases, courts have interpreted the phrase "or otherwise" to show a legislative intent

1 to include other like classes, means, actions, or categories to those that are enumerated prior to the
2 phrase. (See *e.g. Scholes v. Lambirth Trucking Co.* (2020) 8 Cal.5th 1094, 1107-08 [quoting
3 *Jongeward v. BNSF Railroad Co.* (2012) 174 Wash.2d 586, 602] [In interpreting a treble
4 damages statute for a trespass to timber, the Court stated “[t]he statutory phrase ‘otherwise injure’
5 must ... be read in conjunction with the other verbs—cut down, girdle, and carry off.”]; *Bradley v.*
6 *Breen* (1999) 73 Cal.App.4th 798, 802-04 [Interpreting a statute of limitation to broadly apply to
7 all actions, including equitable indemnity, when the statute used the phrase “whether arising in
8 contract, tort, or otherwise” [emphasis omitted].]; *People v. McKean* (1925) 76 Cal.App. 114,
9 118-19 [“We think that the term ‘or otherwise,’ ... should be construed as signifying other like
10 means, *i.e.*, means which are of the same general nature or class as advertisements, or which are
11 of the same general nature or class as those notices which are akin to advertisements.”].)

12 The Judgment is not a statute, but the same principle of construction should apply in
13 analyzing the Court’s intent when it entered the Judgment. By the use of the phrase “or
14 otherwise” at the end of the definition of “Party,” the Court intended that more persons may seek
15 relief from the Court on post-Judgment matters than just those who are “Parties” to the Judgment.
16 Indeed, the Court purposefully left the door open so that any person who is affected by the
17 Judgment may participate and seek guidance from the Court, without necessarily becoming a
18 “Party” to the adjudication and being bound by the Judgment. This interpretation is consistent
19 with paragraph 19 of the Judgment, which makes clear that any “Person,” and not just a
20 “Producer” who pays assessments and has a “Base Annual Production Right,” may bring a
21 motion to clarify or otherwise interpret the Judgment.

22 Such is the precise situation here. SMR’s predecessor was dismissed from the case prior
23 to entry of Judgment, and thus it was not a party to the final Judgment. Accordingly, SMR is also
24 not a party to the final Judgment. However, SMR owns land that overlies the Harper Valley
25 Basin, which is identified as being a part of the Centro Subarea in the Judgment. Thus, SMR has
26 an interest in the Judgment and its enforcement, as well as MWA’s administration of the
27 Judgment as the Watermaster. Indeed, MWA is now trying to bring SMR into the Judgment and
28 make it a “Party” to the case, and subject it to the terms of the Judgment. SMR’s predecessor had

1 no opportunity to challenge the boundaries of the Judgment and scope of the Physical Solution
2 because it was dismissed prior to trial, and yet MWA now wants the Court to order SMR to be
3 bound to these terms without a trial. SMR does not want to and should not become a party to the
4 Judgment. SMR also should have the ability to appear before the Court and challenge the scope
5 of the Judgment without first having to become a party to it. Accordingly, SMR requests that the
6 Court allow it to specially appear as requested herein.

7 **C. SMR Seeks an Order Clarifying and Interpreting the Judgment so that it can**
8 **Pump Supplemental Water from the Harper Valley Basin**

9 Paragraph 19 of the Judgment reserves jurisdiction to the Court to address post-Judgment
10 matters. It gives the Court the power to “modify, amend or amplify any of the provisions of this
11 Judgment or to add to the provisions thereof consistent with the rights herein decreed....”
12 (Judgment, ¶ 19.)

13 Science is ever-evolving and ever-improving, and new underground exploration has shed
14 light on the lack of a hydrologic connectivity between the groundwater underlying the SMR
15 Property and the rest of the Mojave Basin. The parties to the Judgment were aware of this lack of
16 connectivity at the time of the entry of Judgment, as is evidenced by Exhibit F to the Judgment,
17 but Harper Valley was still included in the Judgment. More information has since come to light,
18 thanks to further exploration and analysis, including the analysis of DBS&A. SMR’s new
19 ownership group has invested \$2 million for this investigation, and the results are thorough and
20 perspicuous. There are indeed at least two aquifers underlying the SMR Property, neither of
21 which are hydrologically connected to the rest of the Mojave Basin and the Judgment’s
22 adjudicated waters.

23 As explained above, and in Mr. Morgan’s declaration, the deeper aquifer is not
24 hydrologically connected to the rest of the Mojave Basin or waters that are part of the Judgment.
25 The analyses of chemical composition, including chemical components and isotopic analysis,
26 show that the deeper aquifer is not connected, and has been stored up deep underground for tens
27 of thousands of years. This is truly supplemental water that has never been pumped and put to a
28 beneficial use. The shallow aquifer has been pumped and water used for agriculture by Ace and

1 now SMR. DBS&A's analyses show that this underground water is also disconnected given its
2 chemical composition and given the up-gradient location of the SMR Property within the Harper
3 Valley Basin. Thus, the pumping from this shallow aquifer does not negatively impact the Centro
4 Subarea or any other Subarea of the Mojave Basin, and this water can be pumped and put to a
5 beneficial use beyond the limited agricultural uses on the SMR Property itself.

6 SMR wishes to pump this new source of groundwater (both from the shallow and deep
7 aquifers) and market this water within the watershed. SMR does not seek to infringe upon the
8 Judgment or possibly be subject to a claim of well interference. Thus, while not a "Party" to the
9 Judgment, SMR seeks an interpretation of the Judgment from the Court, as a party with an
10 interest in the continuing administration of the Judgment. SMR respectfully requests that the
11 Court interpret and clarify that the Judgment does not include the aquifers (shallow and deep) that
12 underlie the SMR Property in the Harper Valley Basin. These aquifers are disconnected from the
13 rest of the Mojave Basin, and there is an ample supply of water underneath the SMR Property that
14 could (and should) be put to a beneficial use.

15 **D. The Water Underlying the SMR Property is Supplemental Water**

16 SMR has reviewed MWA's motion to add SMR as a party to the Judgment, even though
17 MWA did not actually serve SMR with the motion. According to MWA, SMR should be a
18 "Party" to the Judgment for the sole reason that the SMR Property is within the footprint of the
19 adjudicated area. While that may be true from a cartographer's perspective, the argument is
20 flawed because the definition of "Supplemental Water" in the Judgment is much broader than
21 MWA asserts. Supplemental water is not merely water that is imported into the basin, as MWA
22 argues. (See MWA Motion, p. 7.) Rather the definition of supplemental water also includes
23 "water that would otherwise be lost from the Basin Area but which is captured and made
24 available for use in the Basin Area...." (Judgment, ¶ 4.11.)

25 That definition fits what SMR is seeking leave to do here. The water that is under the
26 SMR Property is presently not being put to a beneficial use. It is otherwise available for capture
27 and can be used within the footprint of the Judgment, but right now the water is not being used,
28 and its potential benefits to the region are being lost. This water is supplemental water, and if it

1 could be pumped and put to a beneficial use, that would be less water that MWA would have to
2 import from the State Water Project or elsewhere in order to meet the community's water needs.

3 Further, a finding that the water underlying the SMR Property is supplemental water
4 would be consistent with the Court's duty to fulfill the constitutional mandate that "requires that
5 the water resources of the State be put to beneficial use to the fullest extent of which they are
6 capable." (Cal. Const. Art. X, § 2.) To use this water as supplemental water puts the water to a
7 beneficial use. To not use this water as supplemental water would leave the water underground—
8 unused—despite the opportunity presented here that would allow the water to "be put to
9 beneficial use to the fullest extent of which [it is] capable." (*Id.*)

10 SMR intends to file an opposition to MWA's motion and put forth additional argument as
11 to why that motion should be denied. In the meantime, there should be no doubt that the water
12 SMR wishes to pump and make available is supplemental water, as this term is defined in the
13 Judgment.

14 **IV. CONCLUSION**

15 For the reasons stated herein, SMR requests that the Court grant its motion and clarify that
16 its proposed plan to pump and sell supplemental water from the deep aquifer and shallow aquifer
17 is not subject to the Judgment.

18 Dated: November 2, 2023

BEST BEST & KRIEGER LLP

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PROOF OF SERVICE

I, Vanessa Guillen-Becerra, declare:

I am a citizen of the United States and employed in San Bernardino County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 2855 E. Guasti Road, Suite 400, Ontario, California 91761. On September 18, 2026, I served a copy of the within document(s):

**SHADOW MOUNTAIN RANCH, LLC'S NOTICE OF DEPOSITION
OF PLAINTIFF THE MOJAVE WATER AGENCY'S
PERSON MOST KNOWLEDGEABLE**

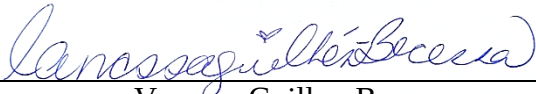
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Ontario, California addressed as set forth below.
- ☒ by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

Please see attached Service List.

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 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.

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

Executed on September 18, 2026, at Fontana, California.


Vanessa Guillen-Becerra

Service List

In re The Mojave Water Agency, as the Mojave Basin Area Watermaster v. All Persons Who are not 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

Riverside Superior Court Case No.: CIVSB 2218461 (transferred)
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