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2 **STEVEN L. HOCH (State Bar No.: 59505)**
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5 **HATCH & PARENT, A LAW CORPORATION**
6 **21 East Carrillo Street**
7 **Santa Barbara, California 93101**
8 **Telephone No: (805) 963-7000**
9 **Facsimile No: (805) 965-4333**

10 **Attorneys for:** B.J. Calandri, John Calandri, John Calandri as Trustee of the John and B.J. Calandri
11 2001 Trust, Forrest G. Godde, Forrest G. Godde as Trustee of the Forrest G. Godde Trust, Lawrence
12 A. Godde, Lawrence A. Godde and Godde Trust, Kootenai Properties, Inc., Gailen Kyle, Gailen
13 Kyle as Trustee of the Kyle Trust, James W. Kyle, James W. Kyle as Trustee of the Kyle Family
14 Trust, Julia Kyle, Wanda E. Kyle, Eugene B. Nebeker, R and M Ranch, Edgar C. Ritter Paula E.
15 Ritter, Paula E. Ritter as Trustee of the Ritter Family Trust, Trust, Hines Family Trust , Malloy
16 Family Partners, Consolidated Rock Products, Calmat Land Company, Marygrace H. Santoro as
17 Trustee for the Marygrace H. Santoro Rev Trust, Marygrace H. Santoro, Helen Stathatos, Savas
18 Stathatos, Savas Stathatos as Trustee for the Stathatos Family Trust, Dennis L. & Marjorie E.
19 Groven Trust, Scott S. & Kay B. Harter, Habod Javadi, Eugene V., Beverly A., & Paul S. Kindig,
20 Paul S. & Sharon R. Kindig, Jose Maritorena Living Trust, Richard H. Miner, Jeffrey L. & Nancee J.
21 Siebert, Barry S. Munz, Terry A. Munz and Kathleen M. Munz, Beverly Tobias, Leo Simi, White
22 Fence Farms Mutual Water Company, William R. Barnes & Eldora M. Barnes Family Trust of 1989
23 **collectively known as the Antelope Valley Ground Water Agreement Association (“AGWA”)**

24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
25 **FOR THE COUNTY OF SANTA CLARA**

26 **ANTELOPE VALLEY**
27 **GROUNDWATER CASES**

) Judicial Council Coordination Proceeding
) No. 4408

28 Included Actions:

) **Santa Clara Case No. 1-05-CV-049053**
) Assigned to The Honorable Jack Komar

Los Angeles County Waterworks District No.)
40 v. Diamond Farming Co. Superior Court of)
California County of Los Angeles, Case No. BC)
325 201 Los Angeles County Waterworks)
District No. 40 v. Diamond Farming Co.)
Superior Court of California, County of Kern,)
Case No. S-1500-CV-254-348Wm. Bolthouse)
Farms, Inc. v. City of Lancaster Diamond)
Farming Co. v. City of Lancaster Diamond)
Farming Co. v. Palmdale Water Dist. Superior)
Court of California, County of Riverside,)
consolidated actions, Case No. RIC 353 840,)
RIC 344 436, RIC 344 668)

ANSWER TO ALL CROSS-COMPLAINTS

1 The parties listed in the caption to this Answer, collectively known as the Antelope Valley
2 Groundwater Agreement Association (“AGWA”), hereby answer all Cross-Complaints¹ which have
3 been filed as of the date of filing this Answer, specifically those of Antelope Valley East-Kern Water
4 Agency, City of Palmdale, Palmdale Water District & Quartz Hill Water District, Rosamond
5 Community Services District and Waterworks District No. 40 of Los Angeles County.

6 **GENERAL DENIAL**

7 1. Pursuant to Code of Civil Procedure section 431.30(d), Cross-Defendants hereby
8 generally deny each and every allegation set forth in the Cross-Complaints, and the whole thereof,
9 and further deny that Cross-Complainants are entitled to any relief against Cross-Defendants.

10 **AFFIRMATIVE DEFENSES**

11 **First Affirmative Defense**

12 (Failure to State a Cause of Action)

13 2. The Cross-Complaints and every purported cause of action contained therein fail to
14 allege facts sufficient to constitute a cause of action against Cross-Defendants.

15 **Second Affirmative Defense**

16 (Statute of Limitation)

17 3. Each and every cause of action contained in the Cross-Complaints is barred, in whole
18 or in part, by the applicable statutes of limitations, including, but not limited to, sections 318, 319,
19 321, 338 and 343 of the California Code of Civil Procedure.

20 **Third Affirmative Defense**

21 (Laches)

22 4. The Cross-Complaints and each and every cause of action contained therein, is barred
23 by the doctrine of laches.

24 **Fourth Affirmative Defense**

25 (Estoppel)

26 5. The Cross-Complaints and each and every cause of action contained therein, is barred
27 by the doctrine of estoppel.

28 ¹ None of the members of AGWA have been named in any of the Complaints.

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Fifth Affirmative Defense

(Waiver)

6. The Cross-Complaints and each and every cause of action contained therein, is barred by the doctrine of waiver.

Sixth Affirmative Defense

(Self-Help)

7. Cross-Defendants have, by virtue of the doctrine of self-help, preserved their paramount overlying right to extract groundwater by continuing, during all times relevant hereto, to extract groundwater and put it to reasonable and beneficial use on its property.

Seventh Affirmative Defense

(California Constitution Article X, Section 2)

8. Cross-Complainants methods of water use and storage are unreasonable and wasteful in the arid conditions of the Antelope Valley and thereby violate Article X, section 2 of the California Constitution.

Eighth Affirmative Defense

(Additional Defenses)

9. The Cross-Complaints do not state their allegations with sufficient clarity to enable Cross-Defendants to determine what additional defenses may exist to Cross-Complainants causes of action. Cross-Defendants therefore reserve the right to assert all other defenses which may pertain to the Cross-Complainant.

Ninth Affirmative Defense

10. The prescriptive claims asserted by governmental entity Cross-Complainants are *ultra vires* and exceed the statutory authority by which each entity may acquire property as set forth in Water Code section 22456, 31040 and 55370.

Tenth Affirmative Defense

11. The prescriptive claims asserted by governmental entity Cross-Complainants are barred by the provisions of Article I Section 19 of the California Constitution.

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Eleventh Affirmative Defense

12. The prescriptive claims asserted by governmental entity Cross-Complainants are barred by the provisions of the 5th Amendment to the United States Constitution as applied to the states under the 14th Amendment of the United States Constitution.

Twelfth Affirmative Defense

13. Cross-Complainants prescriptive claims are barred due to their failure to take affirmative steps that were reasonably calculated and intended to inform each overlying landowner of Cross-Complainants' adverse and hostile claim as required by the due process clause of the 5th and 14th Amendments of the United States Constitution.

Thirteenth Affirmative Defense

14. The prescriptive claims asserted by governmental entity Cross-Complainants are barred by the provisions of Article 1 Section 7 of the California Constitution.

Fourteenth Affirmative Defense

15. The prescriptive claims asserted by governmental entity Cross-Complainants are barred by the provisions of the 14th Amendment to the United States Constitution.

Fifteenth Affirmative Defense

16. The governmental entity Cross-Complainants were permissively pumping at all times.

Sixteenth Affirmative Defense

17. Cross-Complainants are barred from asserting their prescriptive claims by operation of law as set forth in Civil Code sections 1007 and 1214.

Seventeenth Affirmative Defense

18. Each Cross-Complainant is barred from recovery under each and every cause of action contained in the Cross-Complainants by the doctrine of unclean hands and/or unjust enrichment.

Eighteenth Affirmative Defense

19. The Cross-Complaints are defective because it fails to name indispensable parties in violation of California Code of Civil Procedure Section 389(a).

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Nineteenth Affirmative Defense

20. The governmental entity Cross-Complainants are barred from taking, possessing or using cross-defendants' property without first paying just compensation. (United States Constitution, Amendment 5; Article I Section 19 of the California Constitution; California Code of Civil Procedure Section 1263.010(a)).

Twentieth Affirmative Defense

21. The governmental entity Cross-Complainants are seeking to transfer water right priorities and water usage which will have significant effect on the Antelope Valley Groundwater basin and the Antelope Valley. Said actions are being done without complying with and contrary to the provisions of California's Environmental Quality Act (CEQA) (Pub.Res.C. 2100 *et seq.*).

Twenty-First Affirmative Defense

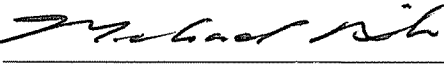
22. The governmental entity Cross-Complainants seek judicial ratification of a project that has had and will have a significant effect on the Antelope Valley Groundwater Basin and the Antelope Valley that was implemented without providing notice in contravention of the provisions of California's Environmental Quality Act (CEQA) (Pub.Res.C. 2100 *et seq.*).

WHEREFORE, Cross-Defendants pray that judgment be entered as follows:

1. That Cross-Complainants take nothing by reason of their Cross-Complaints;
2. That the Cross-Complaints be dismissed with prejudice;
3. For Cross-Defendants costs incurred herein; and
4. For such other and further relief as the Court deems just and proper.

Dated: January 2, 2007

HATCH & PARENT, A LAW CORPORATION

By: 
MICHAEL T. FIFE
ATTORNEYS FOR AGWA

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PROOF OF SERVICE

**STATE OF CALIFORNIA,
COUNTY OF SANTA BARBARA**

I am employed in the County of Santa Barbara, State of California. I am over the age of 18 and not a party to the within action; my business address is: 21 E. Carrillo Street, Santa Barbara, California 93101.

On January 2, 2007, I served the foregoing document described as:

ANSWER TO ALL CROSS-COMPLAINTS

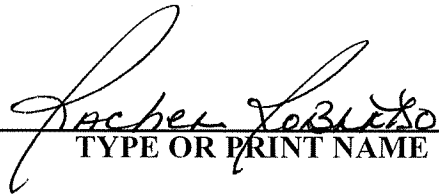
on the interested parties in this action.

By posting it on the website at 3:30 p.m./a.m. on January 2, 2007. This posting was reported as complete and without error.

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

Executed in Santa Barbara, California, on January 2, 2007.

HATCH AND PARENT
21 East Carrillo Street
Santa Barbara, CA 93101



TYPE OR PRINT NAME



SIGNATURE