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15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF LOS ANGELES – CENTRAL DISTRICT
17

18 **ANTELOPE VALLEY**
19 **GROUNDWATER CASES**

20 Included Actions:
Los Angeles County Waterworks District
21 No. 40 v. Diamond Farming Co., Superior
Court of California, County of Los
Angeles, Case No. BC 325201;

22 Los Angeles County Waterworks District
23 No. 40 v. Diamond Farming Co., Superior
Court of California, County of Kern, Case
24 No. S-1500-CV-254-348;

25 Wm. Bolthouse Farms, Inc. v. City of
Lancaster, Diamond Farming Co. v. City of
26 Lancaster, Diamond Farming Co. v.
Palmdale Water Dist., Superior Court of
27 California, County of Riverside, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668
28

Judicial Council Coordination No. 4408
Santa Clara Case No. 1-05-CV-049053
Assigned to The Honorable Jack Komar

PUBLIC WATER SUPPLIERS'
OPPOSITION TO DEMURRER BY
CAMERON PROPERTIES, INC.

Hearing:

Date: March 3, 2008
Time: 10:00 a.m.
Dept.: 1

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1 I. INTRODUCTION

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3 Before the filing of the demurrer, legal counsel for Rosamond Community Services and
4 Los Angeles County Waterworks District No. 40 had repeated communications with legal counsel
5 for demurring party, Cameron Properties, Inc. There were repeated explanations as to why the
6 proceedings are assigned to the Honorable Jack Komar, Judge of the Santa Clara County Superior
7 Court, as well as the fact that real property owned by Cameron Properties is located within the
8 Court-defined Adjudication Area. Notwithstanding the explanations, Cameron Properties filed its
9 demurrer raising incorrect and improper arguments.

10
11 II. ARGUMENT

12
13 A. THE CALIFORNIA JUDICIAL COUNCIL ASSIGNED CERTAIN
14 COORDINATED PROCEEDINGS TO THE HONORABLE JACK KOMAR,
15 JUDGE OF THE SANTA CLARA COUNTY SUPERIOR COURT.

16
17 Cameron Properties incorrectly demurs on the ground that the “Santa Clara County
18 Superior Court has no jurisdiction regarding groundwater matters in Los Angeles County.” As
19 previously explained to legal counsel for Cameron Properties, the Judicial Council has
20 coordinated various cases involving contested groundwater rights within an area commonly
21 known as the Antelope Valley; and assigned the coordinated proceedings to the Honorable Jack
22 Komar, Judge of the Santa Clara County Superior Court. A copy of the Judicial Council’s
23 Coordination Order is attached as Exhibit “A” in the accompanying Request for Judicial Notice.

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1 B. THE FIRST-AMENDED CROSS-COMPLAINT ALLEGES CAMERON
2 PROPERTIES OWNS REAL PROPERTY WITHIN THE COURT-DEFINED
3 ADJUDICATION AREA.

4
5 Cameron Properties incorrectly demurs on the ground of “misjoinder of parties.” The
6 demurrer should be overruled because the First-Amended Cross-Complaint alleges that “cross-
7 defendant Roes 1 through 100,000 are the owners, lessees or other persons or entities holding or
8 claiming to hold ownership or possessory interests in real property within the boundaries of the
9 Basin...” (Request for Judicial Notice, Exhibit B, ¶ 12.) Cameron Properties, Inc., was
10 subsequently substituted for Roe 249. (Request for Judicial Notice, Exhibit C.) The First-
11 Amended Cross-Complaint’s allegations are presumed true on demurrer. (*Del E. Webb Corp. v.*
12 *Structural Materials Co.* (1981) 123 Cal.3d 593, 604.) Thus, Cameron Properties can not demur
13 by contesting the allegation that Cameron Properties, Inc., owns real property within the
14 Adjudication Area.¹

15
16 C. THE FIRST-AMENDED CROSS-COMPLAINT IS NOT UNCERTAIN
17 BECAUSE IT NAMES CAMERON PROPERTIES AS “ROE 249.”

18
19 Code of Civil Procedure section 430.10, subdivision (f), provides a ground for demurrer
20 when the “pleading [complaint or cross-complaint] is uncertain.” Cameron Properties incorrectly
21 demurs upon this ground by arguing that “that the proceedings of events herein, including service
22 of a summons without a fictitious defendant designation out of the County of Santa Clara makes
23 the entire matter uncertain, ambiguous and unintelligible.” Thus, Cameron Properties does not
24 allege that the First-Amended Cross-Complaint is uncertain but that the “entire matter is

25
26 ¹ Cameron Properties owns several parcels entirely or partially within the Adjudication Area. The
27 largest parcel owned by Cameron Properties is entirely within the Adjudication Area and the
28 parcel size is approximately 460 acres. During various communications with legal counsel for
Cameron Properties, legal counsel for certain Public Water Suppliers verified Cameron
Properties’ land ownership within the Adjudication Area. (Dunn Decl., ¶¶ 3-4.)

1 uncertain.” Legal counsel for Cameron Properties has received various explanations as the
2 history and status of the case including the pleadings. (Dunn Decl., ¶¶ 3-4.)
3

4 D. THE FIRST-AMENDED CROSS-COMPLAINT PLEADS FACTS
5 GIVING RISE TO A CAUSE OF ACTION AGAINST CAMERON
6 PROPERTIES, INC, A REAL PROPERTY OWNER WITHIN THE
7 ADJUDICATION AREA.
8

9 The First-Amended Cross-Complaint seeks declaratory and injunctive relief arising out of
10 valid causes of action against Cameron Properties, Inc. Its claim that “the acquisition of
11 groundwater rights from private property owners should be the subject of a condemnation
12 proceeding” is wrong and is not a proper ground to object by demurrer. Because the First-
13 Amended Cross-Complaint states facts sufficient to constitute a valid cause of action, the Court
14 should overrule the demurrer.
15

16 III. CONCLUSION

17 The demurrer should be overruled because jurisdiction is proper, Cameron Properties
18 owns several parcels within the Adjudication Area and the First-Amended Cross-Complaint states
19 facts sufficient to constitute a cause of action for declaratory and injunctive relief.
20

21 Dated: February 19, 2008

BEST BEST & KRIEGER LLP

22
23 By 

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PROOF OF SERVICE

I, Kerry V. Keefe, declare:

I am 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 Best Best & Krieger LLP, 5 Park Plaza, Suite 1500, Irvine, California 92614. On February 19, 2008, I served the within document(s):

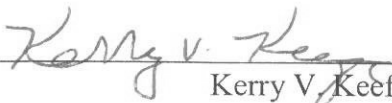
PUBLIC WATER SUPPLIERS' OPPOSITION TO DEMURRER BY CAMERON PROPERTIES, INC.

- by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.
- by causing personal delivery by ASAP Corporate Services of the document(s) listed above to the person(s) at the address(es) set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- I caused such envelope to be delivered via overnight delivery addressed as indicated on the attached service list. Such envelope was deposited for delivery by Federal Express following the firm's ordinary business practices.

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 February 19, 2008, at Irvine, California.


Kerry V. Keefe