

1 **COLDREN LAW OFFICES**
2 Robert S. Coldren (Bar No. 81710)
3 3 Hutton Centre Drive, Ninth Floor
4 Santa Ana, California 92707
5 (714) 955-6160

6 Attorneys for Cross-Defendant,
7 MILANA VII, LLC, dba Rosamond Mobile Home Park

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

11 ANTELOPE VALLEY GROUNDWATER) Judicial Council Coordination No. 4408
12 CASES)
13 Included Actions:) For filing purposes only:
14 Los Angeles County Waterworks District No.) Santa Clara County Case No. 1-05-CV-
40 v. Diamond Farming Co.) 049053
15 Los Angeles County Superior Court) Assigned to The Honorable Jack Komar
Case No. BC 325201)
16 Los Angeles County Waterworks District No.) **ANSWER OF CROSS-DEFENDANT**
40 v. Diamond Farming Co.) **MILANA VII, LLC, dba ROSAMOND**
17 Kern County Superior Court) **MOBILE HOME PARK TO FIRST**
Case No. S-1500-CV-254-348) **AMENDED CROSS-COMPLAINT OF**
18) **PUBLIC WATER SUPPLIERS FOR**
19 Wm. Bolthouse Farms, Inc. v. City of) **DECLARAORY AND INJUNCTIVE**
Lancaster, Diamond Farming Co. v. City of) **RELIEF AND ADJUDICATION OF**
20 Lancaster, Diamond Farming Co. v. Palmdale) **WATER RIGHTS**
Water Dist.)
21 Riverside County Superior Court) **REQUEST FOR JURY TRIAL**
Consolidated actions)
22 Case Nos. RJC 353 840, RIC 344 436, RIC 344)
668)

24
25 Cross-Defendant, MILANA VII, LLC, dba Rosamond Mobile Home Park (hereinafter
26 “Answering Cross-Defendant”), answers the First-Amended Cross-Complaint filed by Cross-
27 Complainant, Public Water Suppliers (“Cross-Complaint”), as follows:
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GENERAL DENIAL

Pursuant to the provisions of California Code of Civil Procedure Section 431.30, this Answering Cross-Defendant denies, generally and specifically, each and every allegation of the Cross-Complaint herein, and the whole thereof, and further denies that Cross-Complainant is entitled to any relief against Cross-Defendant.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

1. The Cross-Complaint, and each alleged cause of action contained therein, fails to state facts sufficient to constitute a claim upon which relief can be granted against this Answering Cross-Defendant.

SECOND AFFIRMATIVE DEFENSE

(No Duty Owed to Cross-Complainant)

2. The Cross-Complaint, and each alleged cause of action contained therein, is barred inasmuch as this Answering Cross-Defendant does not owe a duty of care towards the Cross-Complainant herein.

THIRD AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

3. Cross-Complainant has failed to act reasonably to mitigate any damages that it has alleged in this action.

FOURTH AFFIRMATIVE DEFENSE

(Waiver)

4. Cross-Complainant has waived any claims that it may have against Answering Cross-Defendant arising from the events set forth in the Cross-Complaint.

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FIFTH AFFIRMATIVE DEFENSE

(Estoppel)

5. Cross-Complainant is estopped by its own conduct from asserting any and all claims it may have against Answering Cross-Defendant arising from the events set forth in the Cross-Complaint.

SIXTH AFFIRMATIVE DEFENSE

(No Proximate Cause)

6. Answering Cross-Defendant alleges upon information and belief that any acts or omissions to act by Answering Cross-Defendant was not the proximate cause of any injury suffered by Cross-Complainant.

SEVENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

7. The Cross-Complaint is barred by the doctrine of unclean hands by reason of Cross-Complainant's conduct or actions.

EIGHTH AFFIRMATIVE DEFENSE

(Privilege)

8. Answering Cross-Defendant's conduct with regard to Cross-Complainant was privileged, justified, and in good faith.

NINTH AFFIRMATIVE DEFENSE

(Cross-Complainant's Acts)

9. Answering Cross-Defendant alleges that Cross-Complainant's claims or damages, if any, were caused by Cross-Complainant's own intentional or negligent acts, thus barring or limiting Cross-Complainant's right of recovery.

TENTH AFFIRMATIVE DEFENSE

(Laches)

10. The claims as set forth in the Cross-Complaint are barred by the equitable doctrine of laches.

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ELEVENTH AFFIRMATIVE DEFENSE

(Consent)

11. Answering Cross-Defendant alleges that Cross-Complainant, at all relevant times, gave its consent, express or implied, to the alleged acts, omissions and conduct of the Answering Defendant.

TWELFTH AFFIRMATIVE DEFENSE

(Satisfaction of Claim)

12. Cross-Complainant is entirely, or alternatively, partially, barred from recovery in this action to the extent that it has received any consideration from this Answering Cross-Defendant or from anyone else in satisfaction of any purported claim against Answering Cross-Defendant.

THIRTEENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

13. As a separate and additional defense to the Cross-Complaint and to each purported cause of action against Answering Cross-Defendant asserted therein, Answering Cross-Defendant alleges that Cross-Complainant lacks standing to prosecute its Cross-Complaint.

FOURTEENTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

14. As a separate and additional defense to the Cross-Complaint and to each purported cause of action against Answering Cross-Defendant asserted therein, Answering Cross-Defendant alleges that the Cross-Complaint and each cause of action set forth therein are barred, in whole or in part, by the applicable statutes of limitations, including but not limited to California Code of Civil Procedure section 318, 319, 321, 338, 343, and 335.1.

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FIFTEENTH AFFIRMATIVE DEFENSE

(Offset)

15. As a separate and additional defense to the Cross-Complaint and to each purported cause of action against Answering Cross-Defendant asserted therein, Answering Cross-Defendant alleges that it is entitled to offset any damages suffered by Cross-Complainant against sums owed by Cross-Complainant to it as a result of the wrongful conduct by Cross-Complainant.

SIXTEENTH AFFIRMATIVE DEFENSE

(Damages Not Caused by Cross-Defendant)

16. As a separate and additional defense, Answering Cross-Defendant alleges that Cross-Complainant is barred in whole or in part from asserting each and every purported cause of action alleged in the Cross-Complaint, or from recovering any damages thereunder from Answering Cross-Defendant, because such damages, if any, were caused not by Answering Cross-Defendant, but were instead caused by the acts and/or omissions of others and/or by circumstances for which Answering Cross-Defendant is not legally responsible.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Accord and Satisfaction)

17. As a separate and additional defense to the Cross-Complaint and to each purported cause of action against Answering Cross-Defendant asserted therein, Answering Cross-Defendant alleges that Cross-Complainant's claims are barred in whole or part by reason of accord and satisfaction or other settlement agreement or compromise.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Ratification/Acquiescence By Cross-Complainant)

18. As a separate and additional defense, Answering Cross-Defendant alleges that the Cross-Complaint, and each purported cause of action set forth therein is barred and/or recovery is limited or excluded because Cross-Complainant ratified, consented to, welcomed, and/or acquiesced in the acts upon which the Cross-Complaint is based.

1 **NINETEENTH AFFIRMATIVE DEFENSE**

2 (Frivolous Claims)

3 19. As a separate and additional defense to the Cross-Complaint and to each
4 purported cause of action against Answering Cross-Defendant asserted therein, Answering
5 Cross-Defendant alleges that the Cross-Complaint, and each cause of action set forth therein, is
6 barred because it is unreasonable and/or filed in bad faith and/or frivolous in nature. For these
7 reasons, no award of attorneys' fees and costs is justified against Answering Cross-Defendant
8 pursuant to California law, including but not limited to California Code of Civil Procedure
9 sections 128.5 and/or 128.7.

10 **TWENTIETH AFFIRMATIVE DEFENSE**

11 (After-Acquired Evidence)

12 20. As a separate and additional defense to the Cross-Complaint and to each
13 purported cause of action against Answering Cross-Defendant asserted therein, Cross-
14 Defendant alleges that the Cross-Complaint, and each cause of action set forth therein, are
15 barred, and/or Cross-Complainant's damages, if any, are limited by the doctrine of after-
16 acquired evidence.

17 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

18 (Uncertainty, Inconsistency and Vagueness)

19 21. Cross-Complaint's claims are barred in whole or in part because the Cross-
20 Complaint is uncertain, internally inconsistent, contradictory, vague and/or ambiguous.

21 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

22 (Party Joinder / Real Party in Interest)

23 24 22. Cross-Complainant's claims are barred in whole or in part because the
25 Complaint or Cross-Complaint fails to include proper parties or indispensable parties and/or
26 has included improper parties, and/or included parties who are not the real party in interest
27 and/or failed to include the real party in interest.

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TWENTY-THIRD AFFIRMATIVE DEFENSE

(Self-Help)

23. Answering Cross-Defendant has, by virtue of the doctrine of self-help, preserved its 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.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(California Constitution Article X, Section 2)

24. Cross-Complainant's 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.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

25. 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 sections 22456, 31040 and 55370.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

26. 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.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

27. 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.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

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

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TWENTY-NINTH AFFIRMATIVE DEFENSE

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

THIRTIETH AFFIRMATIVE DEFENSE

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

THIRTY-FIRST AFFIRMATIVE DEFENSE

31. The request for the court to use its injunctive powers to impose a physical solution seeks a remedy that is in violation of the doctrine of separation of powers set forth in Article 3 section 3 of the California Constitution.

THIRTY-SECOND AFFIRMATIVE DEFENSE

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

THIRTY-THIRD AFFIRMATIVE DEFENSE

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

THIRTY-FORTH AFFIRMATIVE DEFENSE

34. The Cross-Complaint is defective because it fails to name indispensable parties in violation of California Code of Procedure Section 389(a).

THIRTY-FIFTH AFFIRMATIVE DEFENSE

35. The governmental entity Cross-Complainants are barred from taking, possessing or using cross-defendants' property without first paying just compensation.

THIRTY-SIXTH AFFIRMATIVE DEFENSE

36. The governmental entity Cross-Complainants are seeking to transfer water right priorities and water usage which will have significant effects on the Antelope Valley Groundwater basin and the Antelope Valley. Said actions are being done without complying

1 with and contrary to the provisions of California's Environmental Quality Act (CEQA) (Pub.
2 Res. C. 2100 *et seq.*).

3 **THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

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

9 **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

10 38. Any imposition by this court of a proposed physical solution that reallocates the
11 water right priorities and water usage within the Antelope Valley will be *ultra vires* as it will be
12 subverting the pre-projecting legislative requirements and protections of California's
13 Environmental Quality Act (CEQA) (Pub.Res.C. 2100 *et seq.*).

14 **THIRTY-NINTH AFFIRMATIVE DEFENSE**

15 (Lack of Notice)

16 39. Cross-Complaint's Cross-Complaint, including each and every claim and
17 purported cause of action therein, is barred in that Plaintiffs failed to comply with applicable
18 notice requirements.

19 **FORTIETH AFFIRMATIVE DEFENSE**

20 (Contributory Negligence)

21 40. Cross-Complainant's Cross-Complaint, including each and every claim and
22 purported cause of action therein, is barred because Cross-Complaint's intentional, reckless or
23 negligent misconduct was in fact the proximate cause of Cross-Complainant's own alleged
24 claims and/or damages.

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FORTY-FIRST AFFIRMATIVE DEFENSE

(Assumption of Risk)

41. As a separate and affirmative defense, Cross-Complainant’s Cross-Complaint, including each and every claim and purported cause of action therein, is barred or subject to apportionment of fault by the doctrine of reasonably implied assumption of risk where Cross-Complainant appreciated, had knowledge of, and voluntarily assumed risks associated with water issues and any claimed injury to person and property by its own acts and conduct.

FORTY-SECOND AFFIRMATIVE DEFENSE

(Comparative Fault of Third Parties)

42. As a separate and affirmative defense, Cross-Complainant’s Cross-Complaint, including each and every claim and purported cause of action therein, is barred or subject to apportionment of fault where Cross-Complainant’s alleged water issues or alleged claims were proximately caused or contributed to by the intentional or negligent acts of third persons, including those not parties to this action.

FORTY-THIRD AFFIRMATIVE DEFENSE

(Comparative Fault)

43. As a separate and affirmative defense, Cross-Complainant’s Cross-Complaint, including each and every claim and purported cause of action therein, is barred or subject to apportionment of fault where the acts, omissions or conduct of Cross-Complainant, whether intentional or negligent, proximately caused or contributed to the alleged water issues or alleged claims.

FORTY-FOURTH AFFIRMATIVE DEFENSE

(Justification, Privilege or Excused)

44. As a separate and affirmative defense, this Answering Cross-Defendant alleges that the conduct complained of by Cross-Complainant in the Cross-Complaint was justified, privileged or excused under the circumstances.

1 liability, if proven, and Answering Cross-Defendant prays for separate judgment in the amount
2 of any non-economic damage as determined by the trier of fact.

3 **FORTY-NINTH AFFIRMATIVE DEFENSE**

4 (Failure to Use Reasonable Care)

5 49. As a separate and affirmative defense, this Answering Cross-Defendant alleges
6 that Cross-Complainant failed and neglected to use reasonable care to protect itself, being
7 expressly advised to do so, and to minimize the losses and damages complained of, if there
8 were any.

9 **FIFTIETH AFFIRMATIVE DEFENSE**

10 (Not Responsible for Acts of the Other Defendants)

11 50. As a separate and affirmative defense, this Answering Cross-Defendant is
12 informed and believes, and thereon alleges, that this Answering Cross-Defendant is not legally
13 responsible for the acts and/or omissions of the other defendants or cross-defendants in this
14 action.

15 **FIFTY-FIRST AFFIRMATIVE DEFENSE**

16 (Speculative Damages)

17 51. As a separate and affirmative defense, this Answering Cross-Defendant is
18 informed and believes, and thereon alleges, that any damages claimed by Cross-Complainant
19 are speculative.

20 **FIFTY-SECOND AFFIRMATIVE DEFENSE**

21 (Reasonableness and Good Faith)

22 52. As a separate and affirmative defense, this Answering Cross-Defendant is
23 informed and believes, and thereon alleges, that this Answering Cross-Defendant and its agents
24 acted reasonably and in good faith at all times material herein based on all relevant facts and
25 circumstances known by them at the time they had so acted. Accordingly, Cross-Complainant
26 is barred from any recovery in this action.
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1 **FIFTY-THIRD AFFIRMATIVE DEFENSE**

2 (Prior Knowledge)

3 53. As a separate and affirmative defense, this Answering Cross-Defendant is
4 informed and believes, and thereon alleges, that Cross-Complainant knew or should have
5 known prior to any alleged water issues, claims or damages, if any, of the nature or condition of
6 any subject property as alleged in the Cross-Complaint, but failed to notify this Answering
7 Cross-Defendant or any other party of the need for corrective measures or of any alleged
8 obligations on the part of this Answering Cross-Defendant.

9 **FIFTY-FOURTH AFFIRMATIVE DEFENSE**

10 (Compliance with Statutes)

11 54. As a separate and affirmative defense, this Answering Cross-Defendant is
12 informed and believes, and thereon alleges, that this Answering Cross-Defendant and its agents
13 either complied with all statutory requirements cited by Cross-Complainant or statutes
14 otherwise applicable or were not subject to the same under the circumstances of this case.

15 **FIFTY-FIFTH AFFIRMATIVE DEFENSE**

16 (Lack of Causation)

17 55. As a separate and affirmative defense, there is no causal connection between the
18 act or conduct by this Answering Cross-Defendant and any violation, breach, act or conduct
19 Cross -Complainant alleges it has sustained as a result thereof.

20 **FIFTY-SIXTH AFFIRMATIVE DEFENSE**

21 (Attorneys' Fees and Costs, Code of Civil Procedure, section 128.7)

22 56. As a separate and affirmative defense, this Answering Cross-Defendant is
23 entitled to recover from Cross-Complainant and or Cross-Complainant's attorneys of record,
24 the reasonable expenses, including attorneys' fees and costs incurred by this Answering Cross-
25 Defendant in defending against this action, because the action is frivolous as filed and/or
26 prosecuted.
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FIFTY-SEVENTH AFFIRMATIVE DEFENSE

(Performance of Duty)

57. As a separate and affirmative defense, this Answering Cross-Defendant alleges that it has fully performed any and all contractual, statutory, and other duties owed to Cross-Complainant and Cross-Complainant is therefore estopped to assert any claims for relief against Answering Cross-Defendant.

FIFTY-EIGHTH AFFIRMATIVE DEFENSE

(Lack of Equity)

58. As a separate and affirmative defense, this Answering Cross-Defendant is informed and believes, and thereon alleges, that as between this Answering Cross-Defendant and Cross-Complainant, the equities do not preponderate in favor of Cross-Complainant so as to allow recovery based on any equitable basis.

FIFTY-NINTH AFFIRMATIVE DEFENSE

(Cross-Complainant's Defaults and Breaches)

59. As a separate and affirmative defense, this Answering Cross-Defendant is informed and believes, and thereon alleges, that Cross-Complainant is barred from pursuing any claim or cause of action in the Cross-Complaint or any amendments thereto due to the material breaches and defaults of Cross-Complainant.

SIXTIETH AFFIRMATIVE DEFENSE

(Relief Not Available)

60. As a separate and affirmative defense, this Answering Cross-Defendant is informed and believes, and thereon alleges, that the relief sought by Cross-Complainant is not available as a matter of law under applicable statutes, cases, regulations and authorities.

SIXTY-FIRST AFFIRMATIVE DEFENSE

(Conduct of Cross-Complainant)

61. As a separate and affirmative defense, this Answering Cross-Defendant is informed and believes, and thereon alleges, that the damages, if any, claimed by Cross-

1 Complainant were the proximate result of and were caused by Cross-Complainant's negligence,
2 carelessness and recklessness in that Cross-Complainant negligently, carelessly and recklessly
3 failed to use due or ordinary care, caution and diligence under the conditions and circumstances
4 existing with regard to the acts, occurrences, and transactions alleged in the Cross-Complaint

5 **SIXTY-SECOND AFFIRMATIVE DEFENSE**

6 (Superseding Intervening Cause)

7 62. As a separate and affirmative defense, this Answering Cross-Defendant is
8 informed and believes, and thereon alleges, that the alleges water issues, claims or damages of
9 which Cross-Complainant complains were proximately caused and contributed to by the acts or
10 omissions of Cross-Complainant, and that said acts and omissions were an intervening and
11 superseding cause of said water issues, claims or damages, if any, thus barring or diminishing
12 any recovery against this Answering Cross-Defendant, who pray for a judgment and
13 declaration of indemnity and/or contribution against all other parties and/or entities in accord
14 with apportionment of fault.
15

16 **SIXTY-THIRD AFFIRMATIVE DEFENSE**

17 (Impossibility of Performance)

18 63. As a separate and affirmative defense, this Answering Cross-Defendant is
19 excused from performance by virtue of impossibility caused by persons and/or entities beyond
20 the control of this Answering Cross-Defendant.

21 **SIXTY-FOURTH AFFIRMATIVE DEFENSE**

22 (No Injury or Damages)

23 64. As a separate and affirmative defense, this Answering Cross-Defendant is
24 informed and believes, and thereon alleges, that Cross-Complainant has not sustained any
25 quantifiable or compensable injury or damage or any injury or damage at all as a result of any
26 act, omission to act, or conduct by this Answering Cross-Defendant.

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SIXTY-FIFTH AFFIRMATIVE DEFENSE

(No Loss of Money or Property)

65. As a separate and affirmative defense, this Answering Cross-Defendant is informed and believes, and thereon alleges, that Cross-Complainant has not sustained loss of money or property, as a result of any act, omission to act, or conduct by this Answering Cross-Defendant.

SIXTY-SIXTH AFFIRMATIVE DEFENSE

(Release and Settlement)

66. As a separate and affirmative defense, this Answering Cross-Defendant is informed and believes, and thereon alleges, that Cross-Complainant is barred from pursuing any claim or cause of action in the Cross-Complaint as they have been released and are the subject of a prior settlement.

SIXTY-SEVENTH AFFIRMATIVE DEFENSE

(Not Responsible for Acts of the Other Third Parties)

67. As a separate and affirmative defense, this Answering Cross-Defendant is informed and believes, and thereon alleges, that this Answering Cross-Defendant is not legally responsible for the acts and/or omissions of the other third parties.

SIXTY-EIGHTH AFFIRMATIVE DEFENSE

(Collateral Estoppel / Res Judicata)

68. As a separate and affirmative defense, this Answering Cross-Defendant is informed and believes, and thereon alleges, that Cross-Complainant is barred from pursuing any claims or cause of action in the Cross-Complaint based upon the doctrine of collateral estoppel and/or res judicata.

SIXTY-NINTH AFFIRMATIVE DEFENSE

(Cross-Complainant Failed to Act)

69. As a separate and affirmative defense, this Answering Cross-Defendant is informed and believes, and thereon alleges, the Cross-Complaint, including each and every

1 cause of action therein, is barred because Cross-Complainant must bear the burden of any water
2 issues, claims or damages because Cross-Complainant failed to act reasonably to protect their
3 property and/or interests with respect to said water issues, claims or damages.

4 **SEVENTIETH AFFIRMATIVE DEFENSE**

5 (Right to Assert Additional Defenses)

6 70. Certain additional affirmative defenses to the Cross-Complaint, or to one or
7 more of the purported claims contained therein, may be available to Answering Cross-
8 Defendant. However, these additional affirmative defenses require discovery before they can
9 be properly alleged. Answering Cross-Defendant will move to amend its Answer, if necessary,
10 to allege such affirmative defenses once they have been ascertained or according to proof at
11 that time. Moreover, the Cross-Complaint does not state its allegations with sufficient clarity to
12 enable Answering Cross-Defendant to determine what additional defenses may exist to Cross-
13 Complainant's causes of action. Answering Cross-Defendant therefore reserves the right to
14 assert all other defenses which may pertain to the Cross-Complaint.
15

16 WHEREFORE, Answering Cross-Defendant prays that judgment be entered as follows:

- 17 1. That Cross-Complainant take nothing by reason of its Cross-Complaint;
- 18 2. That the Cross-Complaint be dismissed with prejudice;
- 19 3. For recovery of Answering Cross-Defendant's costs incurred herein; and
- 20 4. For such other and further relief as the Court deems just and proper.

21 DATED: August 29, 2014

22 **COLDREN LAW OFFICES**

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24 By: 

25 Robert S. Coldren, Esq.,
26 Attorneys for Cross-Defendant,
27 MILANA VII, LLC, dba Rosamond
28 Mobile Home Park

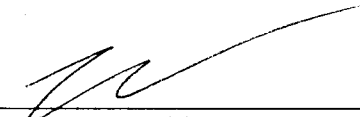
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REQUEST FOR JURY TRIAL

Answering Cross-Defendant, MILANA VII, LLC, dba Rosamond Mobile Home Park,
hereby requests a trial by jury.

DATED: August 29, 2014

COLDREN LAW OFFICES

By: 
Robert S. Coldren, Esq.,
Attorneys for Cross-Defendant,
MILANA VII, LLC, dba Rosamond
Mobile Home Park