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7

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

10  
11 Coordination Proceeding  
Special Title (Rule 1550(b)),

12 **ANTELOPE VALLEY**  
13 **GROUNDWATER CASES**

Judicial Council Coordination Proceeding  
No. 4408

**Santa Clara Case No. 1-05-CV-049053**  
Assigned to The Honorable Jack Komar  
Dept: D17

**ANSWER TO ALL CROSS  
COMPLAINTS AND COMPLAINTS  
BY CITY OF PALMDALE**

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17  
18 Defendant, cross-complainant and cross-defendant City of Palmdale (“Palmdale”)  
19 hereby answers all cross-complaints and complaints previously filed or subsequently filed  
20 in these coordinated proceedings, including, but without limitation, those cross-  
21 complaints filed by Palmdale Water District, Quartz Hill Water District, Antelope  
22 Valley-East Kern Water Agency, Los Angeles County Sanitation Districts Nos. 14 and  
23 20, Diamond Farming Company, Bolthouse Properties, LLC, Antelope Valley  
24 Groundwater Agreement Association. Palmdale hereby further answers any subsequently  
25 filed cross-complaints or complaints in other actions that may become coordinated with  
26 these proceedings. All such parties asserting claims against Palmdale are hereinafter  
27 referenced as “Complaining Parties.”  
28

1 Notwithstanding this Answer, Palmdale expressly reserves its right to demur,  
2 move to strike or otherwise respond to any subsequently amended or initially served  
3 cross-complaint or complaint filed by any party to these proceedings, or to file a separate  
4 answer thereto.

5 1. Palmdale generally denies the allegations of the cross complaints or  
6 complaints.

7  
8 As and for separate and independent affirmative defenses, Palmdale alleges as  
9 follows:

10  
11 **FIRST AFFIRMATIVE DEFENSE**

12 2. In the event of the imposition of a physical solution or some form of  
13 declaratory relief, due regard must be given to the prior and paramount nature of  
14 Palmdale’s overlying rights to groundwater in the Antelope Valley Groundwater Basin  
15 (“Basin”).

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17 **SECOND AFFIRMATIVE DEFENSE**

18 3. No party is entitled to recover monetary compensation from Palmdale.

19  
20 **THIRD AFFIRMATIVE DEFENSE**

21 4. The Complaining Parties and/or their predecessors or successors in interest  
22 have been aware for many years of the conditions in the Basin, and the expenditure of  
23 public money, time and resources to develop the facilities necessary to extract the  
24 groundwater and deliver it to residents of the Antelope Valley, and of the significant  
25 population growth in the Antelope Valley. By their silence and inaction, such parties  
26 have unreasonably delayed commencement of their claims to the prejudice of Palmdale.

1 **FOURTH AFFIRMATIVE DEFENSE**

2 5. The Complaining Parties are barred from relief by the provisions of one or  
3 more of sections 318, 319, 321, 338, or 343 of the Code of Civil Procedure.

4  
5 **FIFTH AFFIRMATIVE DEFENSE**

6 6. The Complaining Parties have failed to join indispensable and necessary  
7 parties, namely other landowners and significant water producers with in the Antelope  
8 Valley Basin.

9  
10 **SIXTH AFFIRMATIVE DEFENSE**

11 7. Any injunction against the production of groundwater to be served to points  
12 of use in Palmdale will cause undue hardship.

13  
14 **SEVENTH AFFIRMATIVE DEFENSE**

15 8. The Complaining Parties have not complied with the Government Claims  
16 Act, Government Code sections 900, *et seq.*

17  
18 **EIGHTH AFFIRMATIVE DEFENSE.**

19 9. For many years, public water suppliers have produced groundwater from  
20 the Basin and distributed the water through its water system to its customers for  
21 reasonable and beneficial uses, including to customers within the jurisdictional  
22 boundaries of Palmdale. Such production of groundwater from the Basin has been open,  
23 notorious and under claim of right, hostile to any rights of other parties, and has  
24 continued for a period of more than five consecutive years during which the Basin was in  
25 a state of overdraft. By reason of said historical production of groundwater, certain  
26 parties have acquired an appropriative or prescriptive right to groundwater that is equal or  
27 superior in priority to that of other parties herein.

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**NINTH AFFIRMATIVE DEFENSE**

10. The parties herein, including the Complaining Parties, by their silence and inaction, have acquiesced to the public water suppliers’ extraction of groundwater from the Basin.

**TENTH AFFIRMATIVE DEFENSE**

11. The relief requested by the Complaining Parties is barred by Article X, section 2 of the California Constitution in that the requested relief would be wasteful and result in an unreasonable use, unreasonable method of use, or unreasonable method of diversion of water.

**ELEVENTH AFFIRMATIVE DEFENSE**

12. The parties herein, including the Complaining Parties, have knowingly and intentionally waived any right to assert some or all of the claims set forth in each and every cause of action contained in their complaints and cross-complaints.

**TWELFTH AFFIRMATIVE DEFENSE**

13. In the event of the imposition of a physical solution or some form of declaratory relief, due regard must be given to the prior and paramount nature of prescriptive water rights.

**THIRTEENTH AFFIRMATIVE DEFENSE**

14. By their acts and omissions, the parties herein, including the Complaining Parties, are estopped from asserting any of the claims upon which they seek relief.

**FOURTEENTH AFFIRMATIVE DEFENSE**

15. Some or all of the Complaining Parties’ claims for relief are barred by the doctrine of laches. For at least five years prior to the commencement of the instant

1 action, the Basin was in a continuous state of overdraft. That overdraft continued and  
2 was exacerbated by increased domestic and agricultural production. Palmdale has relied  
3 upon the Complaining Parties’ inaction and failure to make a formal assertion of any  
4 prior and paramount right to that of Palmdale or its water suppliers.

5  
6 **FIFTEENTH AFFIRMATIVE DEFENSE**

7 16. Some parties purchase water that is imported from outside the Basin and  
8 thereafter distribute that water to customers within the boundaries of the Basin. After use  
9 by these customers for irrigation, domestic, municipal and industrial uses, a portion of the  
10 imported water percolates in to the Basin and augments the native supply of water in the  
11 Basin. The party who imports such water has a right to extract from the Basin the  
12 amount of water equal to the portion of water imported from outside the Basin which  
13 augments the Basin. This right is superior in priority to the rights claimed by some or all  
14 of the Complaining Parties.

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16 **SIXTEENTH AFFIRMATIVE DEFENSE**

17 17. On information and belief, the water production of the parties that provide  
18 water to Palmdale does not interfere with the Complaining Parties’, or any of their,  
19 claimed water rights, except to the extent such water production has resulted in the  
20 creation of rights by prescription.

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22 **EIGHTEENTH AFFIRMATIVE DEFENSE**

23 18. Palmdale incorporates by reference each affirmative defense to the  
24 complaints or cross complaints filed by any other defendant or cross-defendant, whether  
25 such answer was filed before or after the filing of this answer.

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1 **NINETEENTH AFFIRMATIVE DEFENSE**

2 19. Palmdale does not presently have sufficient knowledge or information on  
3 which to form a belief as to whether they may have additional, as yet unstated,  
4 affirmative defenses. Palmdale therefore reserves the right to assert additional  
5 affirmative defenses in the event discovery indicates that they would be appropriate.  
6

7 WHEREFORE, Palmdale prays for relief as follows:

8 1. For an *inter se* determination as to the priority and amount of Basin water to  
9 which each party is entitled to pump.

10 2. For a determination of the quantity of the safe yield, the quantity of surplus  
11 water available, the correlative overlying rights of the parties to the safe yield, the rights  
12 *inter se* among overlying, appropriative and prescriptive pumpers from the Basin.

13 3. For the imposition of a physical solution.

14 4. For a declaration of municipal priority.

15 5. For a determination of rights to store and recapture imported water, including  
16 return flows.

17 6. For a determination *inter se* as to reasonable uses of water in the Antelope  
18 Valley.

19 7. For its costs, including attorney’s fees.

20 8. For declarations, orders and injunctions so as to implement a physical solution  
21 to manage water production in the Basin in order to maximize the beneficial use of that  
22 valuable resource.

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9. For such other and further relief as the Court may deem just and proper.

DATED: March 9, 2007

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By:   
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