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4 Attorneys for Defendant/Cross-complainant,
5 CAMERON PROPERTIES, INC., a
California Corporation

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10 CENTRAL DIVISION

11 **ANTELOPE VALLEY GROUNDWATER)** Judicial Council Coordination No. 4408
CASES)

12 Included Actions:) Santa Clara Case No. 1-05-CV-049053
) Assigned to The Honorable Jack Komar

13 Los Angeles County Waterworks District No.)
40 v. Diamond Farming Co., Superior Court of) [Code Civ. Proc., § 382]

14 California, County of Los Angeles, Case No.)
BC 325201;)

15 Los Angeles County Waterworks District No.) **DATE: March 3, 2008**
40 v. Diamond Farming Co., Superior Court of) **TIME: 10:00 a.m.**
California, County of Kern, Case No. S-1500-) **DEPT: 1**

16 CV-254-348;) **NOTICE OF HEARING ON DEMURRER;**
17) **DEMURRER TO FIRST AMENDED**
) **CROSS-COMPLAINT AND**
18 Wm. Bolthouse Farms, Inc. v. City of) **AMENDMENT TO COMPLAINT by**
Lancaster, Diamond Farming Co., v. City of) **CAMERON PROPERTIES, INC., A**
19 Lancaster, Diamond Farming Co. v. Palmdale) **CALIFORNIA CORPORATION**
Water Dist., Superior Court of California,) **UNNAMED IN THE FIRST AMENDED**
20 County of Riverside, Case Nos. RIC 353 840.) **CROSS-COMPLAINT AND**
RIC 344 436, RIC 344 668,) **DESIGNATED AS DOE 249 IN THE**
21) **AMENDMENT TO COMPLAINT;**
) **POINTS AND AUTHORITIES IN**
22) **SUPPORT OF DEMURRER**

23 TO THE CROSS-COMPLAINANTS AND TO THEIR ATTORNEYS OF RECORD:

24 PLEASE TAKE NOTICE that on March 3, 2008 at 10:00 a.m. or as soon thereafter as this
25 matter may be heard in Department 1 of the above-entitled court, located at 111 North Hill Street,
26 Los Angeles, California, Defendant/Cross-Defendant, CAMERON PROPERTIES, INC., will and
27 hereby does demur to the First Amended Cross-Complaint and Amendment to Complaint in their
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1 entirety, and on all of the causes of action alleged therein, on the grounds that the First Amended
2 Cross-Complaint and Amendment to Complaint and each cause of action therein fails to state a
3 cause of action upon which relief can be granted, whereby it is prayed that the Demurrer be
4 sustained without leave to amend as to Defendant/Cross-defendant, CAMERON PROPERTIES,
5 INC.

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7 This Demurrer will be based on this Notice, the Demurrer, the attached Memorandum of
8 Points and Authorities, upon all pleadings and papers on file herein or as may hereinafter be filed,
9 upon any matters judicially noticed, and upon such oral or documentary evidence as may be
10 presented at or before the hearing of this Demurrer.

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12 Dated: January 28, 2008.

MESERVE, MUMPER & HUGHES LLP

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14 BY _____
15 BERNARD A. LECKIE
16 Attorneys for Defendant/Cross-defendant,
17 CAMERON PROPERTIES, INC., a California
18 Corporation
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GROUNDS OF DEMURRER

COMES NOW, Defendant/Cross-defendant, CAMERON PROPERTIES, INC., and demurs to the First Amended Cross-Complaint and Amendment to Complaint on file herein on the following grounds pursuant to C.C.P. 430.10, et.seq.

1. That The County Of Santa Clara Superior Court Has No Jurisdiction Regarding Groundwater Matters In Los Angeles County.

2. That There Is A Misjoinder Of Parties By Including Cameron Properties, Inc. In Litigation Relating To A Geographic Area In Which It Does Not Own Any Property And The Demurrer Is Filed Upon C.C.P. 430.10(D).

3 That The Proceedings And Events Herein, Including Service Of A Summons Without A Fictitious Defendant Designation Out Of The County Of Santa Clara Makes The Entire Matter Uncertain, Ambiguous And Unintelligible. C.C.P. 430.10(F)

4. That The First Amended Cross-Complaint, The Amendment To Complaint And The Unserved Original Complaint All Fail To Facts Sufficient To Constitute A Cause Of Action Against Cameron Properties, Inc. Named As Doe 249 In The Amendment To The Unserved Complaint On The Grounds That No Cause Of Action Is Stated Against This Demurring Defendant/Cross-defendant.

Dated: January 28, 2008.

MESERVE, MUMPER & HUGHES LLP

BY _____
 BERNARD A. LECKIE
 Attorneys for Defendant/Cross-defendant,
 CAMERON PROPERTIES, INC., a California
 Corporation

1 **POINTS AND AUTHORITIES**

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4 **PRELIMINARY STATEMENT**

5 This entire matter is completely confusing as CAMERON PROPERTIES, INC. was served
6 with a Summons concerning proceedings pending in the Santa Clara County Superior Court. The
7 Amended Summons on Original Complaint served on CAMERON PROPERTIES, INC. was the
8 only copy of the Summons that was served. The designation of the party served did not indicate a
9 fictitious Defendant, but just indicated that CAMERON PROPERTIES, INC. was being served
10 with the Amended Summons on the Original Complaint. The interesting aspect is that there was
11 no Original Complaint that was served! The Amended Summons refers to the Santa Clara County
12 Superior Court as the location where proceedings are pending under Case No. 1-05-CV-049053.
13 Under the Santa Clara County case number is a Los Angeles County Superior Court case number
14 BC 325201. No Summons for the Los Angeles County Superior Court was apparently issued or at
15 least nothing was served from Los Angeles County. The Amended Summons on the Original
16 Complaint which was not served with the Summons was issued by the Clerk from the County of
17 Santa Clara.

18 That this matter is further complicated by the fact that CAMERON PROPERTIES, INC.
19 owns no property in the Antelope Valley.

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24 1. **THE COUNTY OF SANTA CLARA HAS NO JURISDICTION REGARDING**
25 **GROUNDWATER MATTERS IN LOS ANGELES COUNTY.**

26 It is unclear how the County of Santa Clara became involved in the proceedings and a
27 demurrer is interposed under C.C.P. 430.10(a).
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1 **2. THERE IS A MISJOINDER OF PARTIES BY INCLUDING CAMERON**
2 **PROPERTIES, INC. IN LITIGATION RELATING TO A GEOGRAPHIC AREA IN**
3 **WHICH IT DOES NOT OWN ANY PROPERTY AND THE DEMURRER IS FILED**
4 **UPON C.C.P. 430.10(d).**

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7 **3 THAT THE PROCEEDINGS OF EVENTS HEREIN, INCLUDING SERVICE OF A**
8 **SUMMONS WITHOUT A FICTITIOUS DEFENDANT DESIGNATION OUT OF THE**
9 **COUNTY OF SANTA CLARA MAKES THE ENTIRE MATTER UNCERTAIN,**
10 **AMBIGUOUS AND UNINTELLIGIBLE.** C.C.P. 430.10(f)

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12 **4. THAT THE FIRST AMENDED CROSS-COMPLAINT, THE AMENDMENT TO**
13 **COMPLAINT AND THE UNSERVED ORIGINAL COMPLAINT ALL FAIL TO FACTS**
14 **SUFFICIENT TO CONSTITUTE A CAUSE OF ACTION AGAINST CAMERON**
15 **PROPERTIES, INC. THAT IS NAMED AS DOE 249 IN THE AMENDMENT TO**
16 **COMPLAINT ON THE GROUNDS THAT NO CAUSE OF ACTION IS STATED**
17 **AGAINST THIS DEMURRING DEFENDANT/CROSS-DEFENDANT.**

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19 It is respectfully submitted that the proposed proceedings herein are essentially
20 unintelligible, unduly confusing and constitutes a violation of due process to CAMERON
21 PROPERTIES, INC. as an innocent landowner outside of the Antelope Valley that has been
22 required to defend itself in litigation where fair notice has not been given as to what is being
23 claimed with the exception of the error in the First Amended Cross-complaint which seeks
24 attorney's fees, appraisal fees, expert witness fees and costs, plus prejudgment interest as
25 permitted by law, in addition to claims for declaratory relief and for injunction.
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1 That the present litigation in accordance with Paragraph 1 of the Cross-complaint deals
2 with the “Antelope Valley Groundwater Basin”. The allegations assert that public water suppliers
3 are filing a Cross-complaint to promote the general public welfare in the Antelope Valley and to
4 protect the Antelope Valley from the loss of the public water supply.

5 That CAMERON PROPERTIES, INC. owns certain property situated in both Los Angeles
6 and San Bernardino Counties. Since the First Amended Cross-complaint gives no property
7 descriptions nor APN numbers, it is impossible to know what property is involved since none of
8 the property is in the Antelope Valley.

9 It appears that the acquisition of groundwater rights from private property owners should
10 be the subject of a condemnation proceeding or if the rights have already been taken then inverse
11 condemnation proceedings could be commenced by the property owners. The First Amended
12 Cross-complaint and the Amendment to Complaint makes no reference to any eminent domain
13 proceedings.

14 WHEREFORE, this moving Defendant/Cross-defendant prays that its demurrer be
15 sustained without leave to amend as the present proceedings constitute a hodgepodge of
16 inconsistency and confusion and property of CAMERON PROPERTIES, INC. which is
17 unidentified in the documents served is not within the Antelope Valley and no cause of action is
18 stated against CAMERON PROPERTIES, INC.

19 Dated: January 28, 2008.

MESERVE, MUMPER & HUGHES LLP

20 BY _____
21 BERNARD A. LECKIE
22 Attorneys for Defendant/Cross-defendant,
23 CAMERON PROPERTIES, INC., a California
24 Corporation

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PROOF OF SERVICE

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.:

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 18400 Von Karman Avenue, Suite 320, Irvine, California 92612-1556.

On January 28, 2008, I served on interested parties in said action the within:

NOTICE OF HEARING ON DEMURRER; DEMURRER TO FIRST AMENDED CROSS-COMPLAINT AND AMENDMENT TO COMPLAINT by CAMERON PROPERTIES, INC., A CALIFORNIA CORPORATION UNNAMED IN THE FIRST AMENDED CROSS-COMPLAINT AND DESIGNATED AS DOE 249 IN THE AMENDMENT TO COMPLAINT; POINTS AND AUTHORITIES IN SUPPORT OF DEMURRER

by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter

I am readily familiar with this 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 in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

Executed on January 28, 2008, at Irvine, California.

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

MARLA TRUSSELL

(Type or print name)

(Signature)