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11 Copa De Oro Land Company

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

14 ANTELOPE VALLEY GROUNDWATER
15 CASES

16 **Included Actions:**

17 Los Angeles County Waterworks District No.
18 40 v. Diamond Farming Co., Superior Court of
19 California, County of Los Angeles, Case No.
20 BC 325201;

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

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

Judicial Council Coordination No. 4408

Santa Clara Case No. 1-05-CV-049053
Assigned to Hon. Jack Komar

ANSWER OF CROSS-DEFENDANT
COPA DE ORO LAND COMPANY
TO FIRST AMENDED CROSS-
COMPLAINT OF PUBLIC WATER
SUPPLIERS FOR DECLARATORY
AND INJUNCTIVE RELIEF AND
ADJUDICATION OF WATER
RIGHTS

21 Copa de Oro Land Company, a California general partnership (“Copa de Oro”), hereby
22 answers the First Amended Cross-Complaint of “Public Water Suppliers” for Declaratory and
23 Injunctive Relief and Adjudication of Water Rights (the “Cross-Complaint”). Copa de Oro has
24 been named and served as Doe 506 under the Cross-Complaint under Copa de Oro’s former
25 name, Kernross Estates.

26 1. Copa de Oro owns approximately 600 acres of real property outside of
27 Rosamond, California.

1 2. Pursuant to Code of Civil Procedure section 431.30, subdivision (d), Copa de
2 Oro generally denies each and every allegation set forth in the Cross-Complaint.

3 Copa de Oro alleges the following affirmative defenses:

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5 **FIRST AFFIRMATIVE DEFENSE**
6 **(Failure to State a Claim)**

7 1. The Cross-Complaint, and each cause of action alleged therein, fails to state a
8 claim on which relief may be granted.

9 **SECOND AFFIRMATIVE DEFENSE**
10 **(Laches)**

11 2. The Cross-Complaint, and each cause of action contained therein, is barred by
12 the doctrine of laches.

13 **THIRD AFFIRMATIVE DEFENSE**
14 **(Waiver)**

15 3. The Cross-Complaint, and each cause of action contained therein, is barred by
16 the doctrine of waiver.

17 **FOURTH AFFIRMATIVE DEFENSE**
18 **(Estoppel)**

19 4. The Cross-Complaint, and each cause of action contained therein, is barred by
20 the doctrine of estoppel.

21 **FIFTH AFFIRMATIVE DEFENSE**
22 **(Statute of Limitations)**

23 5. The Cross-Complaint, and each cause of action contained therein, is barred, in
24 whole or in part, by the applicable statutes of limitation.

25 **SIXTH AFFIRMATIVE DEFENSE**
26 **(Unclean Hands)**

27 6. The Cross-Complaint, and each cause of action contained therein, is barred by
28 the doctrine of unclean hands.

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SEVENTH AFFIRMATIVE DEFENSE
(Unjust Enrichment)

7. The Cross-Complaint seeks relief that, if awarded, would constitute unjust enrichment.

EIGHTH AFFIRMATIVE DEFENSE
(Failure to Join Indispensable Parties)

8. The Cross-Complaint, and each cause of action contained therein, is barred on the grounds that the cross-complainants have failed to name and join indispensable parties.

NINTH AFFIRMATIVE DEFENSE
(Justification)

9. Any conduct of Copa de Oro in relation to the matters alleged in the Cross-Complaint, if it occurred, was justified and the cross-complainants therefore are barred from any recovery on the Cross-Complaint.

TENTH AFFIRMATIVE DEFENSE
(Uncertainty)

10. The Cross-Complaint, and each cause of action contained therein, is uncertain, and therefore Copa de Oro reserves its right to amend its affirmative defense as appropriate.

ELEVENTH AFFIRMATIVE DEFENSE
(Defective Claim of Prescriptive Rights)

11. The Cross-Complaint is defective and uncertain in that it asserts prescriptive water rights, but fails to allege: (a) when the alleged prescriptive period commenced and ended; (b) the specific amount of water that the cross-complainants pumped continuously during the alleged prescriptive period; (c) the manner in which cross-complainants pumped water under a claim of right; (d) how cross-complainants gave, and cross-defendants received actual, or constructive notice of cross-complainants' allegedly wrongful pumping during the alleged prescriptive period.

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TWELFTH AFFIRMATIVE DEFENSE
(California Constitution, Article X, Section 2)

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12. Cross-complainants' method of water use are unreasonable and wasteful given the conditions of the Antelope Valley and thereby violate Article X, section 2 of the California Constitution.

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THIRTEENTH AFFIRMATIVE DEFENSE
(Representation of Condition of Aquifer)

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13. Cross-complainants directly through the issuance of will-serve letters or other documents, or indirectly through approvals of land uses, represented that the relevant groundwater aquifers were adequate for new groundwater pumping and thus may not now seek prescriptive rights during periods when cross-complainants were making such direct or indirect representations.

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FOURTEENTH AFFIRMATIVE DEFENSE
(Superior Water Right)

14. Copa de Oro's water rights are superior and senior to those asserted in the Cross-Complaint.

FIFTEENTH AFFIRMATIVE DEFENSE
(Different Aquifers)

15. The Cross-Complaint seeks to establish water rights, and water management measures, in aquifers other than those used by Copa de Oro.

SIXTEENTH AFFIRMATIVE DEFENSE
(Takings)

16. In violation of Amendment V to the United States Constitution and Article I, section 19, of the California Constitution, the Cross-Complaint seeks a declaration that cross-complainants have prescribed portions of Copa de Oro's water rights without the payment of just compensation to Copa de Oro.

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SEVENTEENTH AFFIRMATIVE DEFENSE
(No Basis for Return Flows)

17. Cross-complainants are not physically pumping return flows from their use of imported water.

EIGHTEENTH AFFIRMATIVE DEFENSE
(No Net Augmentation)

18. Cross-complainants' activities have not augmented the safe yield of the relevant groundwater aquifer sufficient to support any water right claimed by cross-complainants.

NINETEENTH AFFIRMATIVE DEFENSE
(Self-Help)

19. Copa de Oro's water rights have been preserved by the doctrine of self-help.

TWENTIETH AFFIRMATIVE DEFENSE
(Civil Code § 1009)

20. Each and every cause of action contained in the Cross-Complaint is barred in whole or in part by Civil Code section 1009.

TWENTY-FIRST AFFIRMATIVE DEFENSE
(Civil Code § 811)

21. Each and every cause of action contained in the Cross-Complaint is barred in whole or in part by Civil Code section 811.

TWENTY-SECOND AFFIRMATIVE DEFENSE
(No Legally Cognizable Damage)

22. The cross-complainants have not suffered any actual or legally cognizable injuries or damages caused by Copa de Oro.

TWENTY-THIRD AFFIRMATIVE DEFENSE
(Incorporation of Other Cross-Defendants' Affirmative Defenses)

23. Copa de Oro incorporates by reference any other applicable affirmative defenses asserted by any other responding cross-defendants to the Cross-Complaint, as though fully set forth herein.

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TWENTY-FOURTH AFFIRMATIVE DEFENSE
(Reservation of Right to Amend)

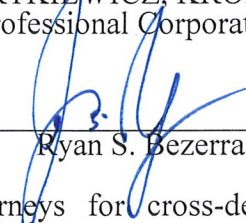
24. Copa de Oro does not presently have sufficient knowledge or information on which to form a belief as to whether additional, unstated affirmative defenses are available. Copa de Oro therefore reserves the right to assert additional defenses in the event discovery indicates that such additional defenses would be appropriate.

WHEREFORE cross-defendant Copa de Oro Land Company prays that judgment be entered for Copa de Oro Land Company and against the Public Water Suppliers as follows:

1. That the Public Water Suppliers take nothing by the Cross-Complaint;
2. That the Cross-Complaint be dismissed with prejudice;
3. For Copa de Oro Land Company's costs, attorney fees and expert fees incurred herein; and
4. For such other relief as the Court deems just and appropriate.

Dated: ~~August~~ ^{September} 6, 2007

Respectfully submitted,
BARTKIEWICZ, KRONICK & SHANAHAN
A Professional Corporation

By: 
Ryan S. Bezerra

Attorneys for cross-defendant Copa de Oro Land Company

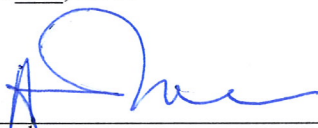
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VERIFICATION

I, Alan Joelson, am the President of Yalcorp, Inc., a California corporation, which has ultimate corporate control of Copa de Oro Land Company, a California general partnership ("Copa de Oro"). Yalcorp, Inc., has corporate control of Copa de Oro as follows: (1) Yalcorp, Inc., is the manager of Southbrook Equities, LLC, a Delaware limited liability company ("Southbrook"); (2) Southbrook is the sole member of Copa de Oro Properties, LLC, a Delaware limited liability company; and (3) Copa de Oro Properties, LLC is the general partner of Copa de Oro. I have read the foregoing Answer of Cross-Defendant Copa de Oro Land Company to First Amended Cross-Complaint of Public Water Suppliers for Declaratory and Injunctive Relief and Adjudication of Water Rights. I am informed and believe that the matters stated therein are true and on that ground allege that the matters stated therein are true.

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

Executed at Beverly Hills, California on August 21, 2007



Alan Joelson