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11 Attorneys for Tejon Ranchcorp, Tejon Ranch Co.  
12 and Granite Construction Company

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 COUNTY OF LOS ANGELES-CENTRAL DISTRICT

15 ANTELOPE VALLEY GROUNDWATER  
16 CASES

17 Included Actions:

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

22 Los Angeles County Waterworks District No. 40  
23 v. Diamond Farming Co., Superior Court of  
24 California, County of Kern, Case No. S-1500-CV-  
25 254-348;

26 Wm. Bolthouse Farms, Inc. v. City of Lancaster,  
27 Diamond Farming Co. v. Lancaster, Diamond  
28 Farming Co. v. Palmdale Water Dist., Superior  
Court of California, County of Riverside, Case No.  
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

**OBJECTION AND OPPOSITION OF  
TEJON AND GRANITE TO BLUM  
TRUST'S MOTION FOR SUMMARY  
JUDGMENT/SUMMARY  
ADJUDICATION OF ISSUES**

Trial Date: December 22, 2014

Time: 10:00 a.m.

Dept.: TBD

Judge: Hon. Jack Komar

**I. INTRODUCTION**

1 TEJON RANCHCORP, TEJON RANCH CO. (collectively **Tejon**) and GRANITE  
2 CONSTRUCTION COMPANY (**Granite**) hereby object to the entirety of the Motion of Blum Trust  
3 (**Blum**) for Summary Judgment/Summary Adjudication of Issues (**Motion**). To the extent the Motion is  
4 directed to Tejon and Granite, the Motion is procedurally improper, fails to given adequate notice, and is  
5 not supported by the pleadings, facts or the law and should be denied.  
6

## 7 II. ARGUMENT

### 8 A. SUMMARY JUDGMENT/ADJUDICATION STANDARDS.

9  
10 “A party may move for summary adjudication as to one or more causes of action within an  
11 action, one or more affirmative defenses, . . . if that party contends that the cause of action has no merit.  
12 . . .” (Code Civ. Proc., § 437c, subd. (f)(1).) A cause of action has no merit if either of the following  
13 exists:

- 14 (1) One or more of the elements of the cause of action cannot be  
15 separately established, even if that element is separately pleaded.
- 16 (2) A defendant establishes an affirmative defense to that cause  
17 of action.”

(Code Civ. Proc., § 437c, subd. (o).)

18 A cross-complainant opposing a summary judgment motion need not put on any evidence at all  
19 (i.e., the motion will be denied) if either: (1) The moving party has not negated an essential element of  
20 the opposing party’s case or made the requisite “showing” that such element “cannot be established” or  
21 that there is a complete defense to that cause of action, (Code Civ. Proc., § 437c(p)(2)); or (2) some  
22 reasonable inference can be drawn from the moving party’s own evidence which creates a “triable issue  
23 of material fact.” (*Conn v. National Can Corp.* (1981) 124 Cal.App.3d 630, 637; see *Binder v. Aetna*  
24 *Life Ins. Co.* (1999) 75 Cal.App.4th 832, 840.)  
25  
26  
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28

1 The court's sole function on a motion for summary judgment is to determine from the evidence  
2 submitted whether there is a "triable issue as to any material fact." (Code Civ. Proc., § 437c(c); see  
3 *Zavala v. Arce* (1997) 58 Cal.App.4th 915, 926; *Binder v. Aetna Life Ins. Co.* (1999) 75 Cal.App.4th  
4 832, 839.) To be "material," the fact must relate to some claim or defense in issue under the pleadings.  
5 The pleadings determine what issues are material in a summary adjudication motion. The pleadings  
6 serve as the "outer measure of materiality" in a summary adjudication motion, and the motion may not  
7 be granted or denied on issues not raised by the pleadings. (*Laabs v. City of Victorville* (2008) 163  
8 Cal.App.4th 1242, 1258; *Nieto v. Blue Shield of Calif. Life & Health Ins. Co.* (2010) 181 Cal.App.4th  
9 60, 74.)

11 **A. BLUM'S MOTION SHOULD BE DENIED FOR FATAL PROCEDURAL DEFECTS.**

12 Blum's Motion should be summarily DENIED for failure to; (1) identify what claims, defenses  
13 or issues of duty Blum seeks to adjudicate as against Tejon and Granite, and (2) identify the operative  
14 pleadings. Taken together, these defects are substantial, violate the procedural due process rights of  
15 Tejon and Granite, and require denial of the motion.  
16

17 Where summary adjudication is sought, the notice must specify the "specific cause of action,  
18 affirmative defense, claims for damages, or issues of duty" sought to be adjudicated. (Cal. Rules of  
19 Court, rule 3.1350(b); *Sequoia Ins. Co. v. Sup. Ct.* (1993) 13 Cal.App.4th 1472, 1478.) The moving  
20 party must show that the undisputed facts, when applied to the issues framed by the pleadings, entitle the  
21 moving party to judgment. (*Juge v. County of Sacramento* (1993) 12 Cal.App.4th 59, 66.)  
22

23 If summary judgment is sought, the notice of motion should name the party in whose favor and  
24 against whom the judgment is sought, . . . . A notice simply directed "to all opposing parties" is not  
25 adequate notice in a multiparty case such as this one, where different relief is sought by different parties  
26 as against different parties. (Weil & Brown, et al., Cal. Prac. Guide: Civ. Pro. Before Trial (The Rutter  
27  
28

1 Group 2014), Ch. 10-C ¶ 10:85.)

2 Blum's Motion is not a model of clarity but does not appear to be directed to Tejon or Granite.

3 The Notice of Motion reads as follows:

4 **“Cross-Defendant BLUM TRUST will and hereby does move the**  
5 **court pursuant to Code of Civil Procedure, §437c for an order that**  
6 **summary judgment be entered in favor of Cross-Defendant BLUM**  
7 **TRUST and against Cross-Complainants PUBLIC WATER**  
8 **SUPPLIERS’ First-Amended Cross-Complaint For Declaratory and**  
9 **Injunctive Relief And Adjudication of Water Rights, under the First**  
10 **Cause of Action for Declaratory Relief-Prescriptive Rights; Second**  
11 **Cause of Action for Declaratory Relief-Appropriative Rights; Third**  
12 **Cause of Action for Declaratory Relief-Physical Solution; Fourth**  
13 **Cause of Action for Declaratory Relief-Municipal Priority; Fifth**  
14 **Cause of Action for Declaratory Relief-Storage of Imported Water;**  
15 **Sixth Cause of Action for Declaratory Relief-Recapture of Return**  
16 **Flows From Imported Water Stored in the Basin; and Seventh Cause**  
17 **of Action for Unreasonable Use of Water; and against all other Cross-**  
18 **Defendants who claim against Cross-Defendant BLUM TRUST’s**  
19 **groundwater rights in this coordinated action . . . .” [Emphasis**  
20 **added.]**

21 Furthermore, Blum claims in his Notice of Motion that he is entitled to summary judgment against the  
22 Public Water Suppliers (**PWS**) on causes of action one through seven in their First Amended Cross-  
23 Complaint and that Blum has a complete defense to all causes of action. Thus, Blum has not moved for  
24 Summary Judgment as against Tejon and Granite.

25 In the alternative, Blum seeks Summary Adjudication of four discreet issues, three relating to  
26 Bolthouse, and one relating to Woods Class fees. Again, none of these issue are directed to Tejon or  
27 Granite. Furthermore, Code of Civil Procedure section 437c(f)(1) only allows a party to seek summary  
28 adjudication of “one or more causes of action within an action, one or more affirmative defenses, one or  
more claims for damages, or one or more issues of duty[.]” (Code Civ. Proc., § 437c(f)(1).) The Code of  
Civil Procedure does not authorize a party to seek a determination of the specific issues listed in the

1 Motion absent stipulation of the parties. (Code Civ. Proc., § 437c(s).) Neither Tejon nor Granite have  
2 stipulated. Accordingly, the issues raised cannot be resolved by summary adjudication.

3 No operative pleading exists in this litigation in which there are causes of action, claims or  
4 affirmative defenses alleged as and between **Blum** and **Tejon** or **Granite**. Neither **Tejon** nor **Granite** is  
5 a cross-complainant as against Blum. Likewise, Blum has not alleged any cause of action or claim in  
6 any pleading as against **Tejon** or **Granite**. Therefore Blum has no authority to seek relief against Tejon  
7 or Granite by way of this Motion. (*See* Code Civ. Proc., § 437c(p) [describing the burden-shifting on  
8 summary judgment as between a plaintiff and a defendant, or a cross-complainant and a cross-  
9 defendant].)  
10

11 **C. CONCLUSION**

12 Based on the foregoing and the opposition of other parties as may be concurrently filed, Tejon  
13 and Granite request that the Motion be DENIED.  
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15 Dated: December 8, 2014

KUHS & PARKER

17  
18 By \_\_\_\_\_ /s/  
19 Robert G. Kuhs,  
20 Attorney for Tejon Ranchcorp, Tejon Ranch Co.  
21 and Granite Construction Company  
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