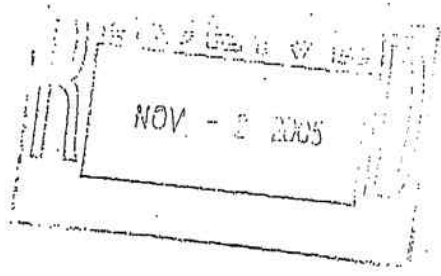


# **Exhibit 1**

10/26

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 2 JEFFREY V. DUNN, Bar No. 131926  
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EXEMPT FROM FILING FEES  
 UNDER GOVERNMENT CODE  
 SECTION 6103



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11 Attorneys for Plaintiff  
 12 LOS ANGELES COUNTY WATERWORKS  
 DISTRICT NO. 40

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 14 COUNTY OF SANTA CLARA

16 LOS ANGELES COUNTY  
 WATERWORKS DISTRICT NO. 40,  
 17 Plaintiff,  
 18 vs.  
 19 DIAMOND FARMING COMPANY;  
 20 BOLTHOUSE PROPERTIES, INC.;  
 CITY OF LANCASTER;  
 21 CITY OF LOS ANGELES;  
 CITY OF PALMDALE;  
 22 LITTLE ROCK CREEK IRRIGATION  
 DISTRICT;  
 23 PALMDALE WATER DISTRICT;  
 PALM RANCH IRRIGATION  
 24 DISTRICT,  
 QUARTZ HILL WATER DISTRICT;  
 25 and DOES 1 through 25,000 inclusive;  
 26 Defendants.

Case No. 105 CV 049053  
 Judicial Council Coordination Proceeding No. 4408  
 Los Angeles County Superior Court Case No. BC325201  
 Coordinated With:  
 Kern County Superior Court Case No. S-1500 CV 254348  
 Riverside County Superior Court Case Nos. RIC 344436, RIC 344668, RIC 353840

AMENDMENT TO COMPLAINT

1           Upon the filing of the complaint, the County of Los Angeles Waterworks District No. 40,  
 2 being unaware of the true names of several defendants, designated those defendants in the  
 3 Complaint by the fictitious names of Does 4-185. Now, the County has discovered the true  
 4 names of those defendants as follows;

| Doe No. | True and Correct Name of Doe Defendant |
|---------|----------------------------------------|
| Doe 4   | ABC Williams Enterprises LP            |
| Doe 5   | Airtrust Singapore Private Limited     |
| Doe 6   | Marwan M. Aldais                       |
| Doe 7   | Allen Alevy                            |
| Doe 8   | Allen Alevy and Alevy Family Trust     |
| Doe 9   | A V Materials, Inc.                    |
| Doe 10  | Guss A. Barks, Jr.                     |
| Doe 11  | Peter G. Barks                         |
| Doe 12  | Ildefonso S. Bayani                    |
| Doe 13  | Nilda V. Bayani                        |

LAW OFFICES OF  
 BEST BEST & KRIEGER LLP  
 5 PARK PLAZA, SUITE 1500  
 IRVINE, CALIFORNIA 92614

| 1  | Doe No. | True and Correct Name of Doe Defendant               |
|----|---------|------------------------------------------------------|
| 2  |         |                                                      |
| 3  | Doe 110 | Shiung Ru Lo                                         |
| 4  |         |                                                      |
| 5  | Doe 111 | Lyman C. Miles                                       |
| 6  |         |                                                      |
| 7  | Doe 112 | Lyman C. Miles as Trustee for the Miles Family Trust |
| 8  |         |                                                      |
| 9  | Doe 113 | Malloy Family Partners LP                            |
| 10 |         |                                                      |
| 11 | Doe 114 | Mission Bell Ranch Development                       |
| 12 |         |                                                      |
| 13 | Doe 115 | Barry S. Munz                                        |
| 14 |         |                                                      |
| 15 | Doe 116 | Kathleen M. Munz                                     |
| 16 |         |                                                      |
| 17 | Doe 117 | Terry A. Munz                                        |
| 18 |         |                                                      |
| 19 | Doe 118 | M.R. Nasir                                           |
| 20 |         |                                                      |
| 21 | Doe 119 | Souad R. Nasir                                       |
| 22 |         |                                                      |
| 23 | Doe 120 | Eugene B. Nebeker                                    |
| 24 |         |                                                      |
| 25 | Doe 121 | Simin C. Neman                                       |
| 26 |         |                                                      |
| 27 |         |                                                      |
| 28 |         |                                                      |

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IRVINE, CALIFORNIA 92614

LAW OFFICES OF  
BEST BEST & KRIEGER LLP  
5 PARK PLAZA, SUITE 1500  
IRVINE, CALIFORNIA 92614

| 1  | Doc No. | True and Correct Name of Doe Defendant                |
|----|---------|-------------------------------------------------------|
| 2  | Doe 122 | Henry Ngo                                             |
| 3  | Doe 123 | Frank T. Nguyen                                       |
| 4  | Doe 124 | Juanita R. Nichols                                    |
| 5  | Doe 125 | Oliver Nichols                                        |
| 6  | Doe 126 | Oliver Nichols as Trustee of the Nichols Family Trust |
| 7  | Doe 127 | Owl Properties, Inc.                                  |
| 8  | Doe 128 | Norman L. Poulsen                                     |
| 9  | Doe 129 | Elias Qarmout                                         |
| 10 | Doe 130 | Victoria Rahimi                                       |
| 11 | Doe 131 | R and M Ranch                                         |
| 12 | Doe 132 | Veronika Reinelt                                      |
| 13 | Doe 133 | Reinelt Rosenloecher Corp. PSP                        |

| 1  | Doe No. | True and Correct Name of Doe Defendant                     |
|----|---------|------------------------------------------------------------|
| 2  |         |                                                            |
| 3  | Doe 134 | Patricia J. Riggins                                        |
| 4  |         |                                                            |
| 5  | Doe 135 | Patricia J. Riggins as Trustee of the Riggins Family Trust |
| 6  |         |                                                            |
| 7  | Doe 136 | Edgar C. Ritter                                            |
| 8  |         |                                                            |
| 9  | Doe 137 | Paula E. Ritter                                            |
| 10 |         |                                                            |
| 11 | Doe 138 | Paula E. Ritter as Trustee of the Ritter Family Trust      |
| 12 |         |                                                            |
| 13 | Doe 139 | Romo Lake Los Angeles Partnership                          |
| 14 |         |                                                            |
| 15 | Doe 140 | Rosemount Equities LLC Series                              |
| 16 |         |                                                            |
| 17 | Doe 141 | Royal Investors Group                                      |
| 18 |         |                                                            |
| 19 | Doe 142 | Royal Western Properties LLC                               |
| 20 |         |                                                            |
| 21 | Doe 143 | Santa Monica Mountains Conservancy                         |
| 22 |         |                                                            |
| 23 | Doe 144 | San Yu Enterprises, Inc.                                   |
| 24 |         |                                                            |
| 25 | Doe 145 | Daniel Saporzadeh                                          |
| 26 |         |                                                            |
| 27 |         |                                                            |
| 28 |         |                                                            |

LAW OFFICES OF  
BEST BEST & KRIEGER LLP  
5 PARK PLAZA, SUITE 1500  
IRVINE, CALIFORNIA 92614

| Doe No. | True and Correct Name of Doe Defendant                                     |
|---------|----------------------------------------------------------------------------|
| Doe 181 | Elizabeth Wong                                                             |
| Doe 182 | Mary Wong                                                                  |
| Doe 183 | Mike M. Wu                                                                 |
| Doe 184 | Mike M. Wu as Trustec of the Wu Family Trust                               |
| Doe 185 | State of California 50 <sup>th</sup> District and Agricultural Association |

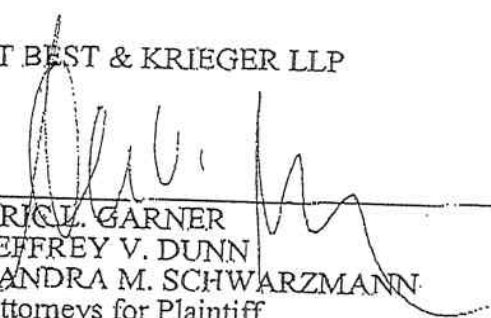
LAW OFFICES OF  
 BESTBEST & KRIEGER LLP  
 5 PARK PLAZA, SUITE 1500  
 IRVINE, CALIFORNIA 92614

Accordingly, the County amends the Complaint by substituting the true names of the above defendants wherever the fictitious names appear in the Complaint.

Dated: October 26, 2005

BEST BEST & KRIEGER LLP

By:

  
 ERIC L. GARNER  
 JEFFREY V. DUNN  
 SANDRA M. SCHWARZMANN  
 Attorneys for Plaintiff  
 LOS ANGELES COUNTY  
 WATERWORKS DISTRICT NO. 40

## **Exhibit 2**



1 Michael T. Fife (State Bar No. 203025)  
Bradley J. Herrema (State Bar No. 228976)  
2 Hatch & Parent, A Law Corporation  
21 East Carrillo Street  
3 Santa Barbara, CA 93101  
(805) 963-7000  
4 (805) 965-4333

5 **Attorneys for:** B.J. Calandri (Doe 19), John Calandri (Doe 20), John Calandri as Trustee of the John  
and B.J. Calandri 2001 Trust (Doe 21), Forrest G. Godde (Doe 62), Forrest G. Godde as Trustee of  
6 the Forrest G. Godde Trust (Doe 63), Lawrence A. Godde (Doe 64), Lawrence A. Godde and Godde  
Trust (Doe 65), Kootenai Properties, Inc. (Doe 96), Gailen Kyle (Doe 97), Gailen Kyle as Trustee  
7 of the Kyle Trust (Doe 98), James W. Kyle (Doe 99), James W. Kyle as Trustee of the Kyle Family  
Trust (Doe 100), Julia Kyle (Doe 101), Wanda E. Kyle (Doe 102), Eugene B. Nebeker (Doe 120), R  
8 and M Ranch (Doe 131), **Edgar C. Ritter (Doe 136), Paula E. Ritter (Doe 137), Paula E. Ritter as**  
**Trustee of the Ritter Family Trust (Doe 138), collectively known as the Antelope Valley Ground**  
9 **Water Agreement Association (“AGWA”)**

10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF SANTA CLARA**

13 **ANTELOPE VALLEY**  
14 **GROUNDWATER CASES**

15 Included Actions:

16 Los Angeles County Waterworks District No.  
40 v. Diamond Farming Co.Superior Court of  
17 CaliforniaCounty of Los Angeles, Case No. BC  
325 201Los Angeles County Waterworks  
18 District No. 40 v. Diamond Farming  
Co.Superior Court of California, County of  
19 Kern,Case No. S-1500-CV-254-348Wm.  
20 Bolthouse Farms, Inc. v. City of  
LancasterDiamond Farming Co. v. City of  
21 LancasterDiamond Farming Co. v. Palmdale  
Water Dist.Superior Court of California, County  
22 of Riverside, consolidated actions, Case  
Nos.RIC 353 840, RIC 344 436, RIC 344 668  
23

) Judicial Council Coordination Proceeding No.  
) 4408

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

) **CASE MANAGEMENT CONFERENCE**  
) **STATEMENT**

) Date: December 2, 2005  
) Time: 10:00 a.m.  
) Dept: 17

24  
25 At the September 27, 2005 Case Management Conference, the Court Ordered plaintiff Los  
26 Angeles County Waterworks to begin naming landowners to this lawsuit. Plaintiff has complied with  
27  
28

1 this Order and landowners are now being brought in to the case in a phased manner beginning with  
2 the largest landowners in the Valley.

3 As anticipated, AGWA is composed of a large number of these initial landowners. AGWA  
4 continues to believe that plaintiff's timely naming of landowner defendants will help to move this  
5 case forward in an orderly manner. However, the Court can be of additional assistance in this  
6 process by providing a further Order which extends the deadline for the filing of responsive  
7 pleadings by these landowners. This extension should be to an unspecified date in the future when it  
8 will be more appropriate for such responsive pleadings to be received. LA County is prevented from  
9 consenting to this without Court authorization by Rule 201.7(d), which limits the parties' ability to  
10 stipulate without leave of Court to one 15-day extension beyond the 30-day time period prescribed  
11 for filing responses after service of the complaints.  
12

13 There are at least two reasons why such an Order would be appropriate at this time.  
14

15 First, Edwards Airforce Base has been named as a party to the lawsuit, raising the prospect  
16 that the case will be removed to federal court. Such removal may affect the responses available or  
17 appropriate to the landowner defendants. It may also render any pleadings filed with the current  
18 Court moot. The deadline for the filing of responsive pleadings should, at the very least, be extended  
19 until the question of whether the case will be removed to federal court has been resolved.  
20

21 Second, the landowners are currently organizing themselves into groups in order to more  
22 efficiently participate in this case. For example, many parties have contacted AGWA and are  
23 currently in the process of being added to our group. It will be to the advantage of all parties to allow  
24 the landowners defendants to organize in an orderly manner. This process can only be confused if  
25 these groups must also begin filing responsive briefs before fully organizing. The Court is already  
26 faced with a Demurrer and a Motion to Strike filed by two of the previously named landowner  
27 defendants. If an extension of time is not granted, then the Court will be faced with a multitude of  
28

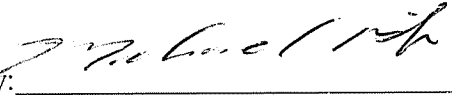
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such pleadings filed by disparate parties who may have otherwise organized into coherent groups had they been given adequate time. This process will then be repeated each time a new group of landowners is named by the plaintiff.

For these two reasons, the Court should provide an open extension of time in which the landowner defendants are required to file responsive pleadings. When the time is appropriate for the filing of responses, the Court can provide a response schedule and all of the landowner defendants can provide their responses at the same time to be addressed by the Court in an organized manner.

Dated: November 28, 2005

HATCH & PARENT, A LAW CORPORATION

By:   
MICHAEL T. FIFE  
BRADLEY J. HERREMA  
ATTORNEYS FOR AGWA

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

3 I am employed in the County of Santa Barbara, State of California. I am over the age of 18  
4 and not a party to the within action; my business address is: 21 E. Carrillo Street, Santa Barbara,  
5 California 93101.

6 On November 28, 2005, I served the foregoing document described as:

7 **CASE MANAGEMENT CONFERENCE STATEMENT**

8 on the interested parties in this action.

9 X By sending an electronic copy to the party's e-mail address listed on the attached  
10 service list at 11 p.m. a.m. on ~~March~~ November 28, 2005. This electronic transmission  
was reported as complete and without error.

11 - by U.S. Mail to the three courts listed on the attached service list. I am readily  
12 familiar with the firm's practice of collection and processing correspondence on the  
13 same day with postage thereon fully prepaid at Santa Barbara, California, in the  
ordinary course of business.

14 - (STATE) I declare under penalty of perjury under the laws of the State of California  
that the above is true and correct.

15 - (STATE) I declare under penalty of perjury under the laws of the State of California  
16 that the above is true and correct.

17 Executed at Santa Barbara, California, on November 28, 2005.

18  
19  
20 Angelina Faria  
TYPE OR PRINT NAME

Angelina Faria  
SIGNATURE

HATCH AND PARENT  
21 East Carrillo Street  
Santa Barbara, CA 93101

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Attorneys for Tejon Ranch

## **Exhibit 3**



Posted 1/18/06  
ANS 2/17/06

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2 MARC S. EHRLICH, Bar No. 198112  
JILL N. WILLIS, Bar No. 200121  
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5 Telecopier: (949) 260-0972

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GOVERNMENT CODE SECTION 6103

6 Attorneys for Cross-Complainant  
ROSAMOND COMMUNITY SERVICES  
7 DISTRICT AND LOS ANGELES COUNTY  
WATERWORKS DISTRICT NO. 40  
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES  
11

12 Coordination Proceeding  
Special Title (Rule 1550(b))  
13

Judicial Council Coordination  
Proceeding No. 4408

14 ANTELOPE VALLEY GROUNDWATER  
CASES

CROSS-COMPLAINT OF MUNICIPAL  
PURVEYORS FOR DECLARATORY AND  
15 INJUNCTIVE RELIEF AND  
ADJUDICATION OF WATER RIGHTS

15 Included Actions:

16 Los Angeles County Waterworks District  
No. 40 v. Diamond Farming Co.  
17 Superior Court of California, County of  
Los Angeles, Case No. BC 325 201  
18

19 Los Angeles County Waterworks District  
No. 40 v. Diamond Farming Co.  
Superior Court of California, County of  
20 Kern, Case No. S-1500-CV-254-348

21 Wm. Bolthouse Farms, Inc. v. City of  
Lancaster  
22 Diamond Farming Co. v. City of Lancaster  
Diamond Farming Co. v. Palmdale Water  
23 Dist.  
Superior Court of California, County of  
24 Riverside, consolidated actions, Case Nos.  
RIC 353 840, RIC 344 436, RIC 344 668  
25

26 ROSAMOND COMMUNITY SERVICES  
27 DISTRICT;  
LOS ANGELES COUNTY  
28 WATERWORKS DISTRICT NO. 40;

1 PALMDALE WATER DISTRICT;  
2 CITY OF LANCASTER;  
3 CITY OF PALMDALE,  
4 LITTLE ROCK CREEK IRRIGATION  
5 DISTRICT,  
6 PALM RANCH IRRIGATION  
7 DISTRICT;  
8 QUARTZ HILL DISTRICT;  
9 CALIFORNIA WATER SERVICE  
10 COMPANY,

11 Cross-Complainants,

12 v.

13 DIAMOND FARMING COMPANY;  
14 WM. BOLTHOUSE FARMS, INC.;  
15 BOLTHOUSE PROPERTIES LLC;  
16 ABC WILLIAMS ENTERPRISES LP;  
17 ACEH CAPITAL LLC;  
18 JACQUELINE ACKERMANN;  
19 CENÓN ADVINCULA;  
20 OLIVA M. ADVINCULA;  
21 MASHALLAH AFSHAR;  
22 ANTONIO U. AGUSTINES;  
23 AIRTRUST SINGAPORE PRIVATE  
24 LIMITED;  
25 MARWAN M. ALDAIS;  
26 ALLEN ALEVY;  
27 ALLEN ALEVY AND ALEVY FAMILY  
28 TRUST;  
29 GEORGINE J. ARCHER;  
30 GEORGINE J. ARCHER AS TRUSTEE  
31 FOR THE GEORGINE J. ARCHER  
32 TRUST;  
33 A V MATERIALS, INC.;  
34 GUSS A. BARKS, JR.;  
35 PETER G. BARKS;  
36 ILDEFONSO S. BAYANI;  
37 NILDA V. BAYANI;  
38 BIG WEST CORP;  
39 RANDALL Y. BLAYNEY;  
40 MELODY S. BLOOM;  
41 BOLTHOUSE PROPERTIES, INC.;  
42 DAVID L. BOWERS;  
43 RONALD E. BOWERS;  
44 LEROY DANIEL BRONSTON;  
45 MARILYN BURGESS;  
46 LAVERNE C. BURROUGHS;  
47 LAVERNE C. BURROUGHS, TRUSTEE  
48 OF THE BURROUGHS FAMILY  
49 IRREVOCABLE TRUST DATED  
50 AUGUST 1, 1995;  
51 BRUCE BURROWS;  
52 JOHN & B. CALANDRI 2001 TRUST;

1 CALIFORNIA PORTLAND CEMENT  
COMPANY;  
2 CALMAT LAND CO.;  
MELINDA E. CAMERON;  
3 CASTLE BUTTE DEV CORP;  
CATELLUS DEVELOPMENT  
4 CORPORATION;  
BONG S. CHANG;  
5 JEANNA Y. CHANG;  
MOON S. CHANG;  
6 JACOB CHETRIT;  
FRANK S. CHIODO;  
7 LEE S. CHIOU;  
M S CHUNG;  
8 CITY OF LOS ANGELES;  
CAROL K. CLAYPOOL;  
9 CLIFFORD N. CLAYPOOL;  
W. F. CLUNEN, JR.;  
10 W. F. CLUNEN, JR. AS TRUSTEE FOR  
THE P C REV INTER VIVOS TRUST;  
11 CONSOLIDATED ROCK PRODUCTS  
CO.;  
12 COUNTY SANITATION DISTRICT NO.  
14 OF LOS ANGELES COUNTY;  
13 COUNTY SANITATION DISTRICT NO.  
20 OF LOS ANGELES COUNTY;  
14 RUTH A. CUMMING;  
RUTH A. CUMMING AS TRUSTEE OF  
15 THE CUMMING FAMILY TRUST;  
CATHARINE M. DAVIS;  
16 MILTON S. DAVIS;  
DEL SUR RANCH LLC;  
17 DIAMOND FARMING COMPANY;  
SARKIS DJANIBEKYAN;  
18 HONG DONG;  
YING X DONG;  
19 DOROTHY DREIER;  
GEORGE E. DREIER;  
20 EDWARDS AIR FORCE BASE, CA;  
MORTEZA M. FOROUGH;  
21 MORTEZA M. FOROUGH AS  
TRUSTEE OF THE FOROUGH  
22 FAMILY TRUST;  
LEWIS FREDRICHSEN;  
23 LEWIS FREDRICHSEN AS TRUSTEE  
OF THE FRIEDRICHSEN FAMILY  
24 TRUST;  
JOAN A. FUNK;  
25 EUGENE GABRYCH;  
MARIAN GABRYCH;  
26 AURORA P. GABUYA;  
RODRIGO L. GABUYA;  
27 GGF LLC;  
GENUS LP;  
28 BETTY GLUCKSTEIN;

1 JOSEPH H. GLUCKSTEIN;  
FORREST G. GODDE;  
2 FORREST G. GODDE AS TRUSTEE OF  
THE FORREST G. GODDE TRUST;  
3 LAWRENCE A. GODDE;  
LAWRENCE A. GODDE AND GODDE  
4 TRUST;  
MARIA B. GORRINDO;  
5 MARIA B. GORRINDO AS TRUSTEE  
FOR THE M. GORRINDO TRUST;  
6 WENDELL G. HANKS;  
ANDREAS HAUKE;  
7 MARILYN HAUKE;  
HEALY ENTERPRISES, INC.;  
8 WALTER E. HELMICK;  
DONNA L. HIGELMIRE;  
9 MICHAEL N. HIGELMIRE;  
DAVIS L. AND DIANA D. HINES  
10 FAMILY TRUST;  
HOOSHPACK DEV INC.;  
11 CHI S. HUANG;  
SUCHU T. HUANG;  
12 JOHN HUI;  
HYPERICUM INTERESTS LLC;  
13 DARYUSH IRANINEZHAD;  
MINOO IRANINEZHAD;  
14 ESFANDIAR KADIVAR;  
ESFANDIAR KADIVAR AS TRUSTEE  
15 OF THE KADIVAR FAMILY TRUST;  
A. DAVID KAGON;  
16 A. DAVID KAGON AS TRUSTEE FOR  
THE KAGON TRUST;  
17 JACK D. KAHLO;  
CHENG LIN KANG;  
18 HERBERT KATZ;  
HERBERT KATZ AS TRUSTEE FOR  
19 THE KATZ FAMILY TRUST;  
MARIANNE KATZ;  
20 LILIAN S. KAUFMAN;  
LILIAN S. KAUFMAN AS TRUSTEE  
21 FOR THE KAUFMAN FAMILY TRUST;  
KAZUKO YOSHIMATSU;  
22 BARBARA L. KEYS;  
BARBARA L. KEYS AS TRUSTEE OF  
23 THE BARBARA L. KEYS FAMILY  
TRUST;  
24 BILLY H. KIM;  
ILLY KING;  
25 ILLY KING AS TRUSTEE OF THE ILLY  
KING FAMILY TRUST;  
26 KOOTENAI PROPERTIES, INC.;  
KUTU INVESTMENT CO.;  
27 GAILEN KYLE;  
GAILEN KYLE AS TRUSTEE OF THE  
28 KYLE TRUST;

1 JAMES W. KYLE;  
2 JAMES W. KYLE AS TRUSTEE OF THE  
3 KYLE FAMILY TRUST;  
4 JULIA KYLE;  
5 WANDA E. KYLE;  
6 FARES A. LAHOUD;  
7 EVA LAI;  
8 PAUL LAI;  
9 YING WAH;  
10 LAND BUSINESS CORPORATION;  
11 RICHARD E. LANDFIELD;  
12 RICHARD E. LANDFIELD AS  
13 TRUSTEE OF THE RICHARD E.  
14 LANDFIELD TRUST;  
15 LAWRENCE CHARLES TRUST;  
16 WILLIAM LEWIS;  
17 MARY LEWIS;  
18 PEI CHI LIN;  
19 MAN C. LO;  
20 SHIUNG RU LO;  
21 LYMAN C. MILES;  
22 LYMAN C. MILES AS TRUSTEE FOR  
23 THE MILES FAMILY TRUST;  
24 MALLOY FAMILY PARTNERS LP;  
25 MISSION BELL RANCH  
26 DEVELOPMENT;  
27 BARRY S. MUNZ;  
28 KATHLEEN M. MUNZ;  
TERRY A. MUNZ;  
M.R. NASIR;  
SOUAD R. NASIR;  
EUGENE B. NEBEKER;  
SIMIN C. NEMAN;  
HENRY NGO;  
FRANK T. NGUYEN;  
JUANITA R. NICHOLS;  
OLIVER NICHOLS;  
OLIVER NICHOLS AS TRUSTEE OF  
THE NICHOLS FAMILY TRUST;  
OWL PROPERTIES, INC.;  
PALMDALE HILLS PROPERTY LLC;  
NORMAN L. POULSEN;  
MARILYN J. PREWOZNIK;  
MARILYN J. PREWOZNIK AS  
TRUSTEE OF THE MARILYN J.  
PREWOZNIK TRUST;  
ELIAS QARMOUT;  
VICTORIA RAHIMI;  
R AND M RANCH, INC.;  
PATRICIA A. RECHT;  
VERONIKA REINELT;  
REINELT ROSENLOECHER CORP.  
PSP;  
PATRICIA J. RIGGINS;  
PATRICIA J. RIGGINS AS TRUSTEE OF

1 THE RIGGINS FAMILY TRUST;  
2 EDGAR C. RITTER;  
3 PAULA E. RITTER;  
4 PAULA E. RITTER AS TRUSTEE OF  
5 THE RITTER FAMILY TRUST;  
6 ROMAN CATHOLIC ARCHBISHOP OF  
7 LOS ANGELES;  
8 ROMO LAKE LOS ANGELES  
9 PARTNERSHIP;  
10 ROSEMOUNT EQUITIES LLC SERIES;  
11 ROYAL INVESTORS GROUP;  
12 ROYAL WESTERN PROPERTIES LLC;  
13 OSCAR RUDNICK;  
14 REBECCA RUDNICK;  
15 SANTA MONICA MOUNTAINS  
16 CONSERVANCY;  
17 MARYGRACE H. SANTORO;  
18 MARYGRACE H. SANTORO AS  
19 TRUSTEE FOR THE MARYGRACE H.  
20 SANTORO REV TRUST;  
21 SAN YU ENTERPRISES, INC.;  
22 DANIEL SAPARZADEH;  
23 HELEN STATHATOS;  
24 SAVAS STATHATOS;  
25 SAVAS STATHATOS AS TRUSTEE  
26 FOR THE STATHATOS FAMILY  
27 TRUST;  
28 SEVEN STAR UNITED LLC;  
MARK H. SHAFRON;  
ROBERT L. SHAFRON;  
KAMRAM S. SHAKIB;  
DONNA L. SIMPSON;  
GARETH L. SIMPSON;  
GARETH L. SIMPSON AS TRUSTEE OF  
THE SIMPSON FAMILY TRUST;  
SOARING VISTA PROPERTIES, INC.;  
STATE OF CALIFORNIA;  
GEORGE C. STEVENS, JR.;  
GEORGE C. STEVENS, JR. AS  
TRUSTEE OF THE GEORGE C.  
STEVENS, JR. TRUST;  
GEORGE L. STIMSON, JR.;  
GEORGE L. STIMSON, JR. AS  
TRUSTEE OF THE GEORGE L.  
STIMSON, JR. TRUST;  
TEJON RANCHCORP;  
MARK E. THOMPSON A P C PROFIT  
SHARING PLAN;  
TIERRA BONITA RANCH COMPANY;  
TIONG D. TIU;  
BEVERLY J. TOBIAS;  
BEVERLY J. TOBIAS AS TRUSTEE OF  
THE TOBIAS FAMILY TRUST;  
JUNG N. TOM;  
WILLIAM BOLTHOUSE FARMS, INC.;

1 WILMA D. TRUEBLOOD;  
2 WILMA D. TRUEBLOOD AS TRUSTEE  
3 OF THE TRUEBLOOD FAMILY  
4 TRUST;  
5 UNISON INVESTMENT CO., LLC;  
6 DELMAR D. VAN DAM;  
7 GERTRUDE J. VAN DAM;  
8 KEITH E. WALES;  
9 E C WHEELER LLC;  
10 ALEX WODCHIS;  
11 ELIZABETH WONG;  
12 MARY WONG;  
13 MIKE M. WU;  
14 MIKE M. WU AS TRUSTEE OF THE  
15 WU FAMILY TRUST;  
16 STATE OF CALIFORNIA 50TH  
17 DISTRICT AND AGRICULTURAL  
18 ASSOCIATION;  
19 THE UNITED STATES OF AMERICA;  
20 U.S. BORAX, INC.; and ROES 1 through  
21 100,000 inclusive,

22 Cross-Defendants.

23  
24 Cross-Complainants Rosamond Community Services District, Los Angeles County Water  
25 District No. 40, Palmdale Water District, City of Palmdale, City of Lancaster, Quartz Hill Water  
26 District, Little Rock Creek Irrigation District, and California Water Service Company,  
27 (collectively, the “Public Water Suppliers”) allege:

## 28 INTRODUCTION

1. This cross-complaint seeks a judicial determination of rights to all water within the Antelope Valley Groundwater Basin (the “Basin”). An adjudication is necessary to protect and conserve the limited water supply that is vital to the public health, safety and welfare of all persons and entities that depend upon water from the Public Water Suppliers. For these reasons, the Public Water Suppliers file this cross-complaint to promote the general public welfare in the Antelope Valley; protect the Public Water Suppliers’ rights to pump groundwater and provide water to the public; protect the Antelope Valley from a loss of the public’s water supply; prevent degradation of the quality of the public groundwater supply; stop land subsidence; and avoid higher water costs to the public.

CROSS-COMPLAINANTS

1  
2  
3           2.       Rosamond Community Services District provides water to more than 3,500  
4 residents of Kern County for domestic uses, fire protection, and irrigation. Rosamond has drilled  
5 and equipped wells to pump groundwater from the Basin. Rosamond has constructed, maintained  
6 and operated a public waterworks system to supply water to the public.

7  
8           3.       Los Angeles County Waterworks District No. 40 is a public agency governed by  
9 the Los Angeles County Board of Supervisors. District 40 has been lawfully organized to  
10 perform numerous functions, including providing Basin groundwater to the public in a large  
11 portion of the Antelope Valley. To this end, District 40 has constructed, maintained and operated  
12 a public waterworks system to supply water to the public.

13  
14           4.       Palmdale Water District is an irrigation district organized and operating under  
15 Division 11 of the California Water Code. Palmdale Water District extracts groundwater from  
16 the Basin for delivery to customers.

17  
18           5.       Quartz Hill Water District is a county water district organized and operating under  
19 Division 12 of the California Water Code. Quartz Hill extracts groundwater from the Lancaster  
20 Sub-basin of the Antelope Valley Groundwater Basin for delivery to customers.

21  
22           6.       The City of Palmdale is a municipal corporation in the County of Los Angeles.  
23 The City of Palmdale receives water from the Basin.

24  
25           7.       The City of Lancaster is a municipal corporation located in the County of Los  
26 Angeles, and which produces and receives water for reasonable and beneficial uses, including  
27 overlying uses. The City of Lancaster further provides ministerial services to mutual water  
28 companies that produce groundwater from the Basin.



1 8. Littlerock Creek Irrigation District is a public agency which extracts groundwater  
2 from the Basin to serve customers within the Basin.

3  
4 9. Palm Ranch Irrigation District is a public agency which extracts groundwater from  
5 the Basin to serve customers within the Basin.

6  
7 10. California Water Service Company is a California corporation which extracts  
8 groundwater from the Basin to serve customers within the Basin.

9  
10 **CROSS-DEFENDANTS**

11  
12 11. The following persons and/or entities are the owners of, and/or are beneficial  
13 interest holders in real property within the geographic boundaries of the Basin. These persons  
14 and/or entitles claim overlying rights to extract water from the Basin, whether or not they have  
15 heretofore exercised such overlying rights: ABC Williams Enterprises LP, ACEH Capital, LLC,  
16 Jacqueline Ackermann, Cenon Advincula, Oliva M. Advincula, Mashallah Afshar, Antonio U.  
17 Agustines, Airtrust Singapore Private Limited, Marwan M. Aldais, Allen Alevy, Allen Alevy and  
18 Alevy Family Trust, Georgine J. Archer, Georgine J. Archer as Trustee for the Georgine J. Archer  
19 Trust, A V Materials, Inc., Guss A. Barks, Jr., Peter G. Barks, Ildefonso S. Bayani, Nilda V.  
20 Bayani, Big West Corp, Randall Y. Blayne, Melody S. Bloom, Bolthouse Properties, Inc., David  
21 L. Bowers, Ronald E. Bowers, Leroy Daniel Bronston, Marilyn Burgess, Laverne C. Burroughs,  
22 Laverne C. Burroughs, Trustee of the Burroughs Family Irrevocable Trust Dated August 1, 1995,  
23 Bruce Burrows, John and B. Calandri 2001 Trust, California Portland Cement Company, Calmat  
24 Land Co., Melinda E. Cameron, Castle Butte Dev Corp, Catellus Development Corporation,  
25 Bong S. Chang, Jeanna Y. Chang, Moon S. Chang, Jacob Chetrit, Frank S. Chiodo, Lee S. Chiou,  
26 M S Chung, City of Los Angeles, Carol K. Claypool, Clifford N. Claypool, W. F. Clunen, Jr., W.  
27 F. Clunen, Jr. as Trustee for the P C Rev Inter Vivos Trust, Consolidated Rock Products Co.,  
28 County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of

LAW OFFICES OF  
BEST BEST & KRIEGER LLP  
5 PARK PLAZA, SUITE 1500  
IRVINE, CALIFORNIA 92614

1 Los Angeles County, Ruth A. Cumming, Ruth A. Cumming as Trustee of the Cumming Family  
2 Trust, Catharine M. Davis, Milton S. Davis, Del Sur Ranch LLC, Diamond Farming Company,  
3 Sarkis Djanibekyan, Hong Dong, Ying X Dong, Dorothy Dreier, George E. Dreier, Morteza M.  
4 Foroughi, Morteza M. Foroughi as Trustee of the Foroughi Family Trust, Lewis Fredrichsen,  
5 Lewis Fredrichsen as Trustee of the Friedrichsen Family Trust, Joan A. Funk, Eugene Gabrych,  
6 Marian Gabrych, Aurora P. Gabuya, Rodrigo L. Gabuya, GGF LLC, Genus LP, Betty Gluckstein,  
7 Joseph H. Gluckstein, Forrest G. Godde, Forrest G. Godde as Trustee of the Forrest G. Godde  
8 Trust, Lawrence A. Godde, Lawrence A. Godde and Godde Trust, Maria B. Gorrindo, Maria B.  
9 Gorrindo as Trustee for the M. Gorrindo Trust, Wendell G. Hanks, Andreas Hauke, Marilyn  
10 Hauke, Healy Enterprises, Inc., Walter E. Helmick, Donna L. Higelmire, Michael N. Higelmire,  
11 Davis L. and Diana D. Hines Family Trust, Hooshpack Dev Inc., Chi S. Huang, Suchu T. Huang,  
12 John Hui, Hypericum Interests LLC, Daryush Iraninezhad, Minoos Iraninezhad, Esfandiar  
13 Kadivar, Esfandiar Kadivar as Trustee of the Kadivar Family Trust, A. David Kagon, A. David  
14 Kagon as Trustee for the Kagon Trust, Jack D. Kahlo, Cheng Lin Kang, Herbert Katz, Herbert  
15 Katz as Trustee for the Katz Family Trust, Marianne Katz, Lilian S. Kauffman, Lilian S.  
16 Kaufman as Trustee for the Kaufman Family Trust, Kazuko Yoshimatsu, Barbara L. Keys,  
17 Barbara L. Keys as Trustee of the Barbara L. Keys Family Trust, Billy H. Kim, Illy King, Illy  
18 King as Trustee of the Illy King Family Trust, Kootenai Properties, Inc., Kutu Investment Co.,  
19 Gailen Kyle, Gailen Kyle as Trustee of the Kyle Trust, James W. Kyle, James W. Kyle as Trustee  
20 of the Kyle Family Trust, Julia Kyle, Wanda E. Kyle, Fares A. Lahoud, Eva Lai, Paul Lai, Ying  
21 Wah Lam, Land Business Corporation, Richard E. Landfield, Richard E. Landfield as Trustee of  
22 the Richard E. Landfield Trust, Lawrence Charles Trust, William Lewis, Mary Lewis, Pei Chi  
23 Lin, Man C. Lo, Shiung Ru Lo, Lyman C. Miles, Lyman C. Miles as Trustee for the Miles Family  
24 Trust, Malloy Family Partners LP, Mission Bell Ranch Development, Barry S. Munz, Kathleen  
25 M. Munz, Terry A. Munz, M.R. Nasir, Souad R. Nasir, Eugene B. Nebeker, Simin C. Neman,  
26 Henry Ngo, Frank T. Nguyen, Juanita R. Nichols, Oliver Nichols, Oliver Nichols as Trustee of  
27 the Nichols Family Trust, Owl Properties, Inc., Palmdale Hills Property LLC, Norman L.  
28 Poulsen, Marilyn J. Prewoznik, Marilyn J. Prewoznik as Trustee of the Marilyn J. Prewoznik

1 Trust, Elias Qarmout, Victoria Rahimi, R and M Ranch, Inc., Patricia A. Recht, Veronika Reinelt,  
2 Reinelt Rosenloecher Corp. PSP, Patricia J. Riggins, Patricia J. Riggins as Trustee of the Riggins  
3 Family Trust, Edgar C. Ritter, Paula E. Ritter, Paula E. Ritter as Trustee of the Ritter Family  
4 Trust, Roman Catholic Archbishop of Los Angeles, Romo Lake Los Angeles Partnership,  
5 Rosemount Equities LLC Series, Royal Investors Group, Royal Western Properties LLC, Oscar  
6 Rudnick, Rebecca Rudnick, Santa Monica Mountains Conservancy, Marygrace H. Santoro,  
7 Marygrace H. Santoro as Trustee for the Marygrace H. Santoro Rev Trust, San Yu Enterprises,  
8 Inc., Daniel Saparzadeh, Helen Stathatos, Savas Stathatos, Savas Stathatos as Trustee for the  
9 Stathatos Family Trust, Seven Star United LLC, Mark H. Shafron, Robert L. Shafron, Kamram S.  
10 Shakib, Donna L. Simpson, Gareth L. Simpson, Gareth L. Simpson as Trustee of the Simpson  
11 Family Trust, Soaring Vista Properties, Inc., State of California, George C. Stevens, Jr., George  
12 C. Stevens, Jr. as Trustee of the George C. Stevens, Jr. Trust, George L. Stimson, Jr., George L.  
13 Stimson, Jr. as Trustee of the George L. Stimson, Jr. Trust, Tejon Ranch, Mark E. Thompson A P  
14 C Profit Sharing Plan, Tierra Bonita Ranch Company, Tiong D. Tiu, Beverly J. Tobias, Beverly J.  
15 Tobias as Trustee of the Tobias Family Trust, Jung N. Tom, Wilma D. Trueblood, Wilma D.  
16 Trueblood as Trustee of the Trueblood Family Trust, Unison Investment Co., LLC, Delmar D.  
17 Van Dam, Gertrude J. Van Dam, Keith E. Wales, E C Wheeler LLC, William Bolthouse Farms,  
18 Inc., Alex Wodchis, Elizabeth Wong, Mary Wong, Mike M. Wu, Mike M. Wu as Trustee of the  
19 Wu Family Trust, State of California 50<sup>th</sup> District and Agricultural Association, and U.S. Borax,  
20 Inc.

21  
22 12. The Public Water Suppliers are informed and believe, and thereon allege, that  
23 cross-defendant Roes 1 through 100,000 are the owners, lessees or other persons or entities  
24 holding or claiming to hold ownership or possessory interests in real property within the  
25 boundaries of the Basin; extract water from the Basin; claim some right, title or interest to water  
26 located within the Basin; or that they have or assert claims adverse to the Public Water Suppliers'  
27 rights and claims. The Public Water Suppliers are presently unaware of the true names and  
28 capacities of the Roe cross-defendants, and therefore sue those cross-defendants by fictitious

1 names. The Public Water Suppliers will seek leave to amend this cross-complaint to add names  
2 and capacities when they are ascertained.

3  
4 **THE UNITED STATES IS A NECESSARY PARTY TO THIS ACTION**

5  
6 13. This is an action to comprehensively adjudicate the rights of all claimants to the  
7 use of a source of water located entirely within California, *i.e.*, the Basin, and for the ongoing  
8 administration of all such claimants' rights.

9  
10 14. The Public Water Suppliers are informed and believe, and on that basis allege, that  
11 the United States claims rights to the Basin water subject to adjudication in this action by virtue  
12 of owning real property overlying the Basin, including Edwards Air Force Base.

13  
14 15. For the reasons expressed in this cross-complaint, the United States is a necessary  
15 party to this action pursuant to the McCarran Amendment, 43 U.S.C. § 666.

16  
17 16. Under the McCarran Amendment, the United States, as a necessary party to this  
18 action, is deemed to have waived any right to plead that the laws of California are not applicable,  
19 or that the United States is not subject to such laws by virtue of its sovereignty.

20  
21 17. Under the McCarran Amendment, the United States, as a necessary party to this  
22 action, is subject to the judgments, orders and decrees of this Court.

23  
24 **HISTORY OF THE ANTELOPE VALLEY GROUNDWATER BASIN**

25  
26 18. For over a century, California courts have used the concept of a groundwater basin  
27 to resolve groundwater disputes. A groundwater basin is an alluvial aquifer with reasonably well-  
28 defined lateral and vertical boundaries.

1           19.     The Antelope Valley Groundwater Basin is located in an arid valley in the Mojave  
2 Desert, about 50 miles northeast of the City of Los Angeles. The Basin encompasses about 940  
3 square miles in both Los Angeles and Kern Counties, and is separated from the northern part of  
4 the Antelope Valley by faults and low-lying hills. The Basin is bounded on the south by the San  
5 Gabriel Mountains and on the northwest by the Tehachapi Mountains. The Basin generally  
6 includes the communities of Lancaster, Palmdale and Rosamond as well as Edwards Air Force  
7 Base.

8  
9           20.     Various investigators have studied the Antelope Valley and some have divided the  
10 Basin into “sub-basins.” According to the Public Water Suppliers’ information and belief, to the  
11 extent the Antelope Valley is composed of such “sub-basins,” they are sufficiently hydrologically  
12 connected to justify treating them as a single source of water for purposes of adjudicating the  
13 parties’ water rights.

14  
15           21.     Before public and private entities began pumping water from the Basin, its natural  
16 water recharge balanced with water discharged from the Basin. Its water levels generally  
17 remained in a state of long-term equilibrium. In approximately 1915, however, agricultural uses  
18 began to pump groundwater and since then, greatly increased agricultural pumping has upset the  
19 Basin’s groundwater equilibrium causing a continuous decline in the Basin’s groundwater  
20 storage.

21  
22           22.     Although private agricultural entities temporarily curtailed their pumping activities  
23 when groundwater levels were extremely low, agricultural pumping has increased overall during  
24 the past decade. During the same time, urbanization of the Antelope Valley has resulted in  
25 increased public demand for water.

26  
27           23.     Groundwater pumping in the Basin has never been subject to any limits. This lack  
28 of groundwater management caused the Basin to lose an estimated eight million acre feet of water

1 over the past eighty years.

2

3 24. Uncontrolled pumping caused repeated instances of land subsidence. It is the  
4 sinking of the Earth's surface due to subsurface movement of earth materials and is primarily  
5 caused by groundwater pumping. The Public Water Suppliers are informed and believe, and  
6 thereupon allege, that portions of the Basin have subsided as much as six feet because of  
7 chronically low groundwater levels caused by unlimited pumping. The harmful effects of land  
8 subsidence observed in the Basin include loss of groundwater storage space, cracks and fissures  
9 on the ground's surface, and damage to real property. Land subsidence problems continue and  
10 will continue because of unlimited pumping.

11

12 25. The declining groundwater levels, diminished groundwater storage, and land  
13 subsidence damage the Basin, injure the public welfare, and threaten communities that depend  
14 upon the Basin as a reliable source of water. These damaging effects will continue, and likely  
15 worsen until the court establishes a safe yield for the Basin and limits pumping to the safe yield.

16

17 **PUBLIC WATER SUPPLIERS SUPPLEMENT AND COMMINGLE THEIR**  
18 **SUPPLEMENTAL SUPPLY OF WATER WITH BASIN WATER**

19

20 26. Due to the shortage of water in the Basin, certain Public Water Suppliers purchase  
21 State Water Project water from the Antelope Valley-East Kern Water Agency. State Project  
22 water originates in northern California and would not reach the Basin absent the Public Water  
23 Suppliers purchases.

24

25 27. Public Water Suppliers purchase State Project water each year. They deliver the  
26 State Project water to their customers through waterworks systems. The Public Water Suppliers'  
27 customers use the State Project water for irrigation, domestic, municipal and industrial uses.  
28 After the Public Water Suppliers' customers use the water, some of the imported State Project

1 water commingles with other percolating groundwater in the Basin. In this way, State Project  
2 water augments the natural supply of Basin water.

3  
4 28. Public Water Suppliers depend on the Basin as their source of water. But for the  
5 Public Water Suppliers' substantial investment in State Project water, they would need to pump  
6 additional groundwater each year. By storing State Project water or other imported water in the  
7 Basin, Public Water Suppliers can recover the stored water during times of drought, water supply  
8 emergencies, or other water shortages to ensure a safe and reliable supply of water to the public.

9  
10 **THE BASIN HAS BEEN IN A STATE OF OVER-DRAFT FOR OVER FIVE YEARS**

11  
12 29. The Public Water Providers are informed and believe, and upon that basis allege,  
13 that the Basin is and has been in an overdraft condition for more than five (5) consecutive years  
14 before the filing of this cross-complaint. During these time periods, the total annual demand on  
15 the Basin has exceeded the supply of water from natural sources. Consequently, there is and has  
16 been a progressive and chronic decline in Basin water levels and the available natural supply is  
17 being and has been chronically depleted. Based on the present trends, demand on the Basin will  
18 continue to exceed supply. Until limited by order and judgment of the court, potable Basin water  
19 will be exhausted and land subsidence will continue.

20  
21 30. Upon information and belief, the cross-defendants have, and continue to pump,  
22 appropriate and divert water from the natural supply of the Basin, and/or claim some interest in  
23 the Basin water. The Public Water Suppliers are informed and believe, and upon that basis  
24 allege, that cross-defendants' combined extraction of water exceeds the Basin's safe yield.

25  
26 31. Upon information and belief, each cross-defendant claims a right to take water and  
27 threatens to increase its taking of water without regard to the Public Water Suppliers' rights.  
28 Cross-defendants' pumping reduces Basin water tables and contributes to the deficiency of the

1 Basin water supply as a whole. The deficiency creates a public water shortage.  
2

3 32. Cross-defendants' continued and increasing extraction of Basin water has resulted  
4 in, and will result in a diminution, reduction and impairment of the Basin's water supply, and land  
5 subsidence.

6  
7 33. Cross-defendants' continued and increasing extraction of Basin water has and will  
8 deprive the Public Water Suppliers of their rights to provide water for the public health, welfare  
9 and benefit.

10  
11 **THERE IS A DISPUTE AMONG THE PARTIES REGARDING THE EXTENT AND**  
12 **PRIORITY OF THEIR RESPECTIVE WATER RIGHTS**  
13

14 34. The Public Water Suppliers are informed and believe, and thereon allege, there are  
15 conflicting claims of rights to the Basin and/or its water.

16  
17 35. The Public Water Suppliers are informed and believe, and thereon allege, that  
18 cross-defendants who own real property in the Basin claim an overlying right to pump Basin  
19 water. The overlying right is limited to the native safe yield of the Basin. The Public Water  
20 Suppliers allege that, because subsidence is occurring in the Basin, cross-defendants have been  
21 pumping, and continue to pump water in amounts greater than the Basin's safe yield.

22  
23 36. The Public Water Suppliers are informed and believe, and thereon allege, they  
24 have appropriative and prescriptive rights to groundwater in the Antelope Valley Basin. The  
25 Public Water Suppliers are informed and believe, and thereon allege, they and/or their  
26 predecessors-in-interest, have pumped water from the Antelope Valley Basin for more than five  
27 years prior to the filing of this cross-complaint.  
28



1           37.     The Public Water Suppliers have pumped water from, and/or stored water in the  
2 Antelope Valley Basin, by reasonable extraction means. They have used the Basin and/or its  
3 water for reasonable and beneficial purposes; and they have done so under a claim of right in an  
4 actual, open, notorious, exclusive, continuous, uninterrupted, hostile, adverse use and/or manner  
5 for a period of time of at least five years and before filing this cross-complaint.  
6

7           38.     To provide water to the public, the Public Water Suppliers have and claim the  
8 following rights:  
9

10                   (A)     The right to pump groundwater from the Antelope Valley Groundwater  
11 Basin in an annual amount equal to the highest volume of groundwater extracted by each of the  
12 Public Water Suppliers in any year preceding entry of judgment in this action;  
13

14                   (B)     The right to pump or authorize others to extract from the Antelope Valley  
15 Groundwater Basin an amount of water equal in quantity to that amount of water previously  
16 purchased by each of the Public Water Suppliers from the Antelope Valley-East Kern Water  
17 Agency; and which has augmented the supply of water in the Basin in any year preceding entry of  
18 judgment in this action.  
19

20                   (C)     The right to pump or authorize others to extract from the Antelope Valley  
21 Groundwater Basin an amount of water equal in quantity to that amount of water purchased in the  
22 future by each of the Public Water Suppliers from the Antelope Valley-East Kern Water Agency  
23 which augments the supply of water in the Basin; and  
24

25                   (D)     The right to pump or authorize others to extract from the Antelope Valley  
26 Basin an amount of water equal in quantity to that volume of water injected into the Basin or  
27 placed within the Basin by each of the Public Water Suppliers or on behalf of any of them.  
28

FIRST CAUSE OF ACTION

**(Declaratory Relief – Prescriptive Rights – Against All Cross-Defendants Except the United States And Other Public Entity Cross-Defendants)**

39. The Public Water Suppliers re-allege and incorporate by reference each and all of the preceding paragraphs as though fully set forth herein.

40. For over fifty years, the California Supreme Court has recognized prescriptive water rights. The Public Water Suppliers allege that, for more than five years and before the date of this cross-complaint, they have pumped water from the Basin for reasonable and beneficial purposes, and done so under a claim of right in an actual, open, notorious, exclusive, continuous, hostile and adverse manner. The Public Water Suppliers further allege that each cross-defendant had actual and/or constructive notice of these activities, either of which is sufficient to establish the Public Water Suppliers’ prescriptive rights.

41. Public Water Suppliers contend that each cross-defendant’s rights to pump water from the Basin are subordinate to the Public Water Suppliers’ prescriptive rights and to the general welfare of the citizens, inhabitants and customers within the Public Water Suppliers’ respective service areas and/or jurisdictions.

42. An actual controversy has arisen between the Public Water Suppliers and cross-defendants, and each of them. Public Water Suppliers allege, on information and belief, that each cross-defendant disputes the Public Water Suppliers’ contentions, as described in the immediately preceding paragraph.

43. Public Water Suppliers seek a judicial determination as to the correctness of their contentions and an *inter se* finding as to the priority and amount of water they and each cross-defendant are entitled to pump from the Basin.

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SECOND CAUSE OF ACTION

**(Declaratory Relief – Appropriative Rights – Against All Cross-Dendants)**

44. The Public Water Suppliers re-allege and incorporate by reference each and all of the preceding paragraphs as though fully set forth herein.

45. Public Water Suppliers allege that, in addition or alternatively to their prescriptive rights, they have appropriative rights to pump water from the Basin.

46. Appropriative rights attach to surplus water from the Basin.

47. Surplus water exists when the pumping from the Basin is less than the safe yield. It is the maximum quantity of water which can be withdrawn annually from a groundwater Basin under a given set of conditions without causing an undesirable result. “Undesirable results” generally refer to gradual lowering of the groundwater levels in the Basin, but also includes subsidence.

48. Persons and/or entities with overlying rights to water in the Basin are only entitled to make reasonable and beneficial use of the Basin’s native safe yield.

49. An actual controversy has arisen between the Public Water Suppliers and cross-defendants, and each of them. The Public Water Suppliers allege, on information and belief, that all cross-defendants, and each of them, seek to prevent the Public Water Suppliers from pumping surplus water.

50. The Public Water Suppliers seek a judicial determination as to the Basin’s safe yield, the quantity of surplus water available, if any, the correlative overlying rights of each cross-defendant to the safe yield and an *inter se* determination of the rights of persons an/or entities

1 with overlying, appropriative and prescriptive rights to pump water from the Basin.  
2

3 **THIRD CAUSE OF ACTION**

4 **(Declaratory Relief – Physical Solution – Against All Cross-defendants)**

5 51. The Public Water Suppliers re-allege and incorporate by reference each and all of  
6 the preceding paragraphs as though fully set forth herein.  
7

8 52. Upon information and belief, the Public Water Suppliers allege that cross-  
9 defendants, and each of them, claim an interest or right to Basin water; and further claim they can  
10 increase their pumping without regard to the rights of the Public Water Suppliers. Unless  
11 restrained by order of the court, cross-defendants will continue to take increasing amounts of  
12 water from the Basin, causing great and irreparable damage and injury to the Public Water  
13 Suppliers and to the Basin. Money damages cannot compensate for the damage and injury to the  
14 Basin.  
15

16 53. The amount of Basin water available to the Public Water Suppliers has been  
17 reduced because cross-defendants have extracted, and continue to extract increasingly large  
18 amounts of water from the Basin. Unless the court enjoins and restrains cross-defendants, and  
19 each of them, the aforementioned conditions will worsen. Consequently, the Basin’s groundwater  
20 supply will be further depleted, thus reducing the amount of Basin water available to the public.  
21

22 54. California law makes it the duty of the trial court to consider a “physical solution”  
23 to water rights disputes. A physical solution is a common-sense approach to resolving water  
24 rights litigation that seeks to satisfy the reasonable and beneficial needs of all parties through  
25 augmenting the water supply or other practical measures. The physical solution is a practical way  
26 of fulfilling the mandate of the California Constitution (Article X, section 2) that the water  
27 resources of the State be put to use to the fullest extent of which they are capable.  
28

1 55. This court must determine, impose and retain continuing jurisdiction in order to  
2 enforce a physical solution upon the parties who pump water from the Basin, and thereby prevent  
3 irreparable injury to the Basin. Available solutions to the Basin problems may include, but are  
4 not limited to, the court appointment of a watermaster, and monetary and metering and  
5 assessments upon water extraction from the Basin. Such assessments would pay for the purchase,  
6 delivery of supplemental supply of water to the Basin.  
7

8 **FOURTH CAUSE OF ACTION**

9 **(For Declaratory Relief – Municipal Priority – Against All Cross-Defendants)**

10 56. The Public Water Suppliers re-allege and incorporate by reference each and all of  
11 the preceding paragraphs as though fully set forth herein.  
12

13 57. The Public Water Suppliers have rights to pump water from the Basin to meet  
14 existing public water needs, and also to take increased amounts of Basin water as necessary to  
15 meet future public needs. The Public Water Suppliers’ rights to Basin water exist both as a result  
16 of the priority and extent of their appropriative and prescriptive rights, and as a matter of law and  
17 public policy of the State of California: “It is hereby declared to be the established policy of this  
18 State that the use of water for domestic purposes is the highest use of water and that the next  
19 highest use is for irrigation.” (*Water Code* §106.)  
20

21 58. *Water Code* Section 106.5 provides: “It is hereby declared to be the established  
22 policy of this State that the right of a municipality to acquire and hold rights to the use of water  
23 should be protected to the fullest extent necessary for existing and future uses. . . .”  
24

25 59. Under *Water Code* sections 106 and 106.5, the Public Water Suppliers have a prior  
26 and paramount right to Basin water as against all non-municipal uses.  
27  
28

1 60. An actual controversy has arisen between the Public Water Suppliers and cross-  
2 defendants. The Public Water Suppliers allege, on information and belief, that cross-defendants  
3 dispute the contentions in Paragraphs 1 through 43, inclusive, of this cross-complaint. The Public  
4 Water Suppliers are informed and believe, and on that basis allege, that the majority of the cross-  
5 defendants pump groundwater from the Basin for agricultural purposes.

6  
7 61. The Public Water Suppliers seek a judicial determination as to the correctness of  
8 their contentions and to the amount of water the parties may pump from the Basin. The Public  
9 Water Suppliers also seek a declaration of their right to pump water from the Basin to meet their  
10 reasonable present and future needs, and that such rights are prior and paramount to the rights, if  
11 any, of cross-defendants to use Basin water for irrigation purposes.

12  
13 **FIFTH CAUSE OF ACTION**

14 **(Declaratory Relief – Storage Of Imported Water – Against All Cross-defendants)**

15 62. The Public Water Suppliers re-allege and incorporate by reference each and all of  
16 the preceding paragraphs as though fully set forth herein.

17  
18 63. The Public Water Suppliers purchase and use water from the State Water Project.  
19 State Project water is not native to the Basin. Importing State Project water decreases the Public  
20 Water Suppliers' need to pump water from the Basin. The Public Water Suppliers' purchase and  
21 delivery of State Project water is the reason it has been brought to the Basin. The Public Water  
22 Suppliers pay a substantial annual cost to import State Project water; this amount is subject to  
23 periodic increases.

24  
25 64. The Public Water Suppliers allege there is underground space available in the  
26 Basin for storing imported State Project water.  
27  
28

1           65.     As importers of State Project water, the Public Water Suppliers have the right to  
2 store imported State Project water underground in the Basin, and also have the sole right to pump  
3 or otherwise use such stored State Project water. The rights of cross-defendants, if any, are  
4 limited to the native supply of the Basin and to their own imported water. Cross-defendants'  
5 rights, if any, do not extend to water imported into the Basin by the Public Water Suppliers.

6  
7           66.     An actual controversy has arisen between the Public Water Suppliers and cross-  
8 defendants. The Public Water Suppliers allege, on information and belief, that cross-defendants  
9 dispute their contentions in Paragraphs 1 through 39, of this cross-complaint.

10  
11          67.     The Public Water Suppliers seek a judicial determination as to the correctness of  
12 their contentions that they may store imported State Project water in the Basin, recapture such  
13 imported State Project water, and that they have the sole right to pump or otherwise use such  
14 imported State Project water.

15  
16                                           **SIXTH CAUSE OF ACTION**

17                                   **(Declaratory Relief – Recapture Of Return Flows**

18                                           **From Imported Water Stored in The Basin – Against All Cross-defendants)**

19          68.     The Public Water Suppliers re-allege and incorporate by reference each and all of  
20 the preceding paragraphs as though fully set forth herein.

21  
22          69.     Some of the State Project water typically returns and/or enters the Basin, and will  
23 continue to do so. This water is commonly known as “return flows.” These return flows further  
24 augment the Basin’s water supply.

25  
26          70.     The Public Water Suppliers allege there is underground space available in the  
27 Basin to store return flows from imported State Project water.

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71. The Public Water Suppliers have the sole right to recapture return flows attributable to their State Project water, or such water imported on their behalf. The rights of cross-defendants, if any, are limited to the Basin’s native supply and/or to their imported water, and do not extend to groundwater attributable to the Public Water Suppliers’ return flows.

72. An actual controversy has arisen between the Public Water Suppliers and cross-defendants. The Public Water Suppliers allege, on information and belief, that cross-defendants dispute their contentions in Paragraphs 1 through 43 of this cross-complaint.

73. The Public Water Suppliers seek a judicial determination as to the correctness of their contentions, and that they have the sole right to recapture return flows in the Basin, both at present and in the future.

**SEVENTH CAUSE OF ACTION**

**(Unreasonable Use Of Water - Against All Cross-Defendants Except Public Entity Cross-Defendants)**

74. The Public Water Suppliers re-allege and incorporate by reference each and all of the preceding paragraphs as though fully set forth herein.

75. The California Constitution (Article X, Section 2) provides the cardinal principle of California water law, superior to any water rights priorities and requires that water use not be unreasonable or wasteful. The reasonable use of water depends on the facts and circumstances of each case; what may be reasonable in areas of abundant water may be unreasonable in an area of scarcity; and, what is a beneficial use at one time may become a waste of water at a later time.

76. The Public Water Suppliers are informed and believe, and on that basis allege, that some cross-defendants’ use of water is unreasonable in the arid Antelope Valley and therefore



1 constitutes waste, unreasonable use or an unreasonable method of diversion or use within the  
2 meaning of the California Constitution (Article X, section 2). Such uses are thereby unlawful.

3  
4 77. An actual controversy has arisen between the Public Water Suppliers and cross-  
5 defendants. The Public Water Suppliers allege, on information and belief, that the cross-  
6 defendants dispute their contentions in Paragraphs 1 through 43 of this Cross-Complaint.

7  
8 78. The Public Water Suppliers seek a judicial declaration that cross-defendants have  
9 no right to any unreasonable use, unreasonable methods of use, or waste of water. Cross-  
10 defendants' rights, if any, must be determined *inter se* based on the reasonable use of water in the  
11 Antelope Valley rather than upon the amount of water actually used.

12  
13 **EIGHTH CAUSE OF ACTION**

14 **(Declaratory Relief Re Boundaries Of Basin)**

15 91. The Public Water Suppliers re-allege and incorporate by reference each and all of  
16 the preceding paragraphs as though fully set forth herein.

17  
18 92. An actual controversy has arisen between the Public Water Suppliers and cross-  
19 defendants, and each of them, regarding the actual physical dimensions and description of the  
20 Basin for purposes of determining the parties rights to water located therein. The Public Water  
21 Suppliers allege, on information and belief, that cross-defendants dispute the Public Water  
22 Suppliers' contentions, as set forth in Paragraphs 1 through 38, inclusive, of this cross-complaint.

23  
24 93. The Public Water Suppliers seek a judicial determination as to the correctness of  
25 their contentions and an *inter se* finding as to the actual physical dimensions and description of  
26 the Basin.

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**PRAYER FOR RELIEF**

WHEREFORE, the Public Water Suppliers pray for judgment as follows:

1. Judicial declarations consistent with the Public Water Suppliers' contentions in the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action in this cross-complaint;
  2. For preliminary and permanent injunctions which prohibit cross-defendants, and each of them, from taking, wasting or failing to conserve water from the Basin in any manner which interferes with the rights of the Public Water Suppliers to take water from or store water in the Basin to meet their reasonable present and future needs;
  3. For prejudgment interest as permitted by law;
  4. For attorney, appraisal and expert witness fees and costs incurred in this action;
- and
5. Such other relief as the court deems just and proper.

Dated: January 18, 2006

BEST BEST & KRIEGER LLP

By \_\_\_\_\_  
ERIC L. GARNER  
JEFFREY V. DUNN  
MARC S. EHRLICH  
JILL N. WILLIS  
Attorneys for Cross-Complainants  
ROSAMOND COMMUNITY SERVICES  
DISTRICT, ET AL.

# **Exhibit 4**

1 MICHAEL T. FIFE (State Bar No. 203025)  
2 STEVEN L. HOCH (State Bar No.: 59505)  
3 STEPHANIE OSLER. HASTINGS (State Bar No.: 186716)  
4 BRADLEY J. HERREMA (State Bar No. 228976)  
5 HATCH & PARENT, A LAW CORPORATION  
6 21 East Carrillo Street  
7 Santa Barbara, California 93101  
8 Telephone No: (805) 963-7000  
9 Facsimile No: (805) 965-4333

10 **Attorneys for:** B.J. Calandri, John Calandri, John Calandri as Trustee of the John and B.J. Calandri  
11 2001 Trust, Forrest G. Godde, Forrest G. Godde as Trustee of the Forrest G. Godde Trust, Lawrence  
12 A. Godde, Lawrence A. Godde and Godde Trust, Kootenai Properties, Inc., Gailen Kyle, Gailen  
13 Kyle as Trustee of the Kyle Trust, James W. Kyle, James W. Kyle as Trustee of the Kyle Family  
14 Trust, Julia Kyle, Wanda E. Kyle, Eugene B. Nebeker, R and M Ranch, **Edgar C. Ritter Paula E.  
15 Ritter, Paula E. Ritter as Trustee of the Ritter Family Trust,** Trust, Hines Family Trust , Malloy  
16 Family Partners, Consolidated Rock Products, Calmat Land Company, Marygrace H. Santoro as  
17 Trustee for the Marygrace H. Santoro Rev Trust, Marygrace H. Santoro, Helen Stathatos, Savas  
18 Stathatos, Savas Stathatos as Trustee for the Stathatos Family Trust, Dennis L. & Marjorie E.  
19 Groven Trust, Scott S. & Kay B. Harter, Habod Javadi, Eugene V., Beverly A., & Paul S. Kindig,  
20 Paul S. & Sharon R. Kindig, Jose Maritorena Living Trust, Richard H. Miner, Jeffrey L. & Nancee J.  
21 Siebert, Barry S. Munz, Terry A. Munz and Kathleen M. Munz, Beverly Tobias, Leo Simi, White  
22 Fence Farms Mutual Water Company, William R. Barnes & Eldora M. Barnes Family Trust of 1989  
23 **collectively known as the Antelope Valley Ground Water Agreement Association ("AGWA")**

24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
25 **FOR THE COUNTY OF SANTA CLARA**

26 **ANTELOPE VALLEY**  
27 **GROUNDWATER CASES**

) Judicial Council Coordination Proceeding  
) No. 4408

28 Included Actions:

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

Los Angeles County Waterworks District No. )  
40 v. Diamond Farming Co. Superior Court of )  
California County of Los Angeles, Case No. BC )  
325 201 Los Angeles County Waterworks )  
District No. 40 v. Diamond Farming Co. )  
Superior Court of California, County of Kern, )  
Case No. S-1500-CV-254-348Wm. Bolthouse )  
Farms, Inc. v. City of Lancaster Diamond )  
Farming Co. v. City of Lancaster Diamond )  
Farming Co. v. Palmdale Water Dist. Superior )  
Court of California, County of Riverside, )  
consolidated actions, Case No. RIC 353 840, )  
RIC 344 436, RIC 344 668 )

**ANSWER TO ALL CROSS-COMPLAINTS**

1 The parties listed in the caption to this Answer, collectively known as the Antelope Valley  
2 Groundwater Agreement Association (“AGWA”), hereby answer all Cross-Complaints<sup>1</sup> which have  
3 been filed as of the date of filing this Answer, specifically those of Antelope Valley East-Kern Water  
4 Agency, City of Palmdale, Palmdale Water District & Quartz Hill Water District, Rosamond  
5 Community Services District and Waterworks District No. 40 of Los Angeles County.

6 **GENERAL DENIAL**

7 1. Pursuant to Code of Civil Procedure section 431.30(d), Cross-Defendants hereby  
8 generally deny each and every allegation set forth in the Cross-Complaints, and the whole thereof,  
9 and further deny that Cross-Complainants are entitled to any relief against Cross-Defendants.

10 **AFFIRMATIVE DEFENSES**

11 **First Affirmative Defense**

12 (Failure to State a Cause of Action)

13 2. The Cross-Complaints and every purported cause of action contained therein fail to  
14 allege facts sufficient to constitute a cause of action against Cross-Defendants.

15 **Second Affirmative Defense**

16 (Statute of Limitation)

17 3. Each and every cause of action contained in the Cross-Complaints is barred, in whole  
18 or in part, by the applicable statutes of limitations, including, but not limited to, sections 318, 319,  
19 321, 338 and 343 of the California Code of Civil Procedure.

20 **Third Affirmative Defense**

21 (Laches)

22 4. The Cross-Complaints and each and every cause of action contained therein, is barred  
23 by the doctrine of laches.

24 **Fourth Affirmative Defense**

25 (Estoppel)

26 5. The Cross-Complaints and each and every cause of action contained therein, is barred  
27 by the doctrine of estoppel.

28 <sup>1</sup> None of the members of AGWA have been named in any of the Complaints.

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**Fifth Affirmative Defense**

(Waiver)

6. The Cross-Complaints and each and every cause of action contained therein, is barred by the doctrine of waiver.

**Sixth Affirmative Defense**

(Self-Help)

7. Cross-Defendants have, by virtue of the doctrine of self-help, preserved their 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.

**Seventh Affirmative Defense**

(California Constitution Article X, Section 2)

8. Cross-Complainants 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.

**Eighth Affirmative Defense**

(Additional Defenses)

9. The Cross-Complaints do not state their allegations with sufficient clarity to enable Cross-Defendants to determine what additional defenses may exist to Cross-Complainants causes of action. Cross-Defendants therefore reserve the right to assert all other defenses which may pertain to the Cross-Complainant.

**Ninth Affirmative Defense**

10. 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 section 22456, 31040 and 55370.

**Tenth Affirmative Defense**

11. The prescriptive claims asserted by governmental entity Cross-Complainants are barred by the provisions of Article I Section 19 of the California Constitution.

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**Eleventh Affirmative Defense**

12. 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.

**Twelfth Affirmative Defense**

13. 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.

**Thirteenth Affirmative Defense**

14. The prescriptive claims asserted by governmental entity Cross-Complainants are barred by the provisions of Article 1 Section 7 of the California Constitution.

**Fourteenth Affirmative Defense**

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

**Fifteenth Affirmative Defense**

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

**Sixteenth Affirmative Defense**

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

**Seventeenth Affirmative Defense**

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

**Eighteenth Affirmative Defense**

19. The Cross-Complaints are defective because it fails to name indispensable parties in violation of California Code of Civil Procedure Section 389(a).

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**Nineteenth Affirmative Defense**

20. The governmental entity Cross-Complainants are barred from taking, possessing or using cross-defendants' property without first paying just compensation. (United States Constitution, Amendment 5; Article I Section 19 of the California Constitution; California Code of Civil Procedure Section 1263.010(a)).

**Twentieth Affirmative Defense**

21. The governmental entity Cross-Complainants are seeking to transfer water right priorities and water usage which will have significant effect on the Antelope Valley Groundwater basin and the Antelope Valley. Said actions are being done without complying with and contrary to the provisions of California's Environmental Quality Act (CEQA) (Pub.Res.C. 2100 *et seq.*).

**Twenty-First Affirmative Defense**

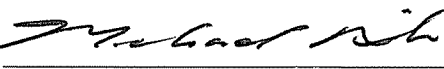
22. The governmental entity Cross-Complainants seek judicial ratification of a project that has had and will have a significant effect on the Antelope Valley Groundwater Basin and the Antelope Valley that was implemented without providing notice in contravention of the provisions of California's Environmental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

WHEREFORE, Cross-Defendants pray that judgment be entered as follows:

1. That Cross-Complainants take nothing by reason of their Cross-Complaints;
2. That the Cross-Complaints be dismissed with prejudice;
3. For Cross-Defendants costs incurred herein; and
4. For such other and further relief as the Court deems just and proper.

Dated: January 2, 2007

HATCH & PARENT, A LAW CORPORATION

By:   
MICHAEL T. FIFE  
ATTORNEYS FOR AGWA



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**PROOF OF SERVICE**

**STATE OF CALIFORNIA,  
COUNTY OF SANTA BARBARA**

I am employed in the County of Santa Barbara, State of California. I am over the age of 18 and not a party to the within action; my business address is: 21 E. Carrillo Street, Santa Barbara, California 93101.

On January 2, 2007, I served the foregoing document described as:

**ANSWER TO ALL CROSS-COMPLAINTS**

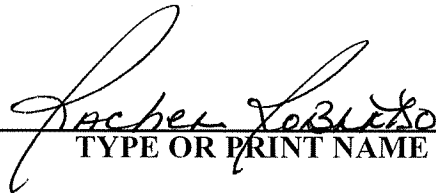
on the interested parties in this action.

By posting it on the website at 3:30 p.m./a.m. on January 2, 2007. This posting was reported as complete and without error.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed in Santa Barbara, California, on January 2, 2007.

HATCH AND PARENT  
21 East Carrillo Street  
Santa Barbara, CA 93101

  
\_\_\_\_\_  
TYPE OR PRINT NAME

  
\_\_\_\_\_  
SIGNATURE

# **Exhibit 5**

1 MICHAEL T. FIFE (State Bar No. 203025)  
STEVEN L. HOCH (State Bar No.: 59505)  
2 STEPHANIE OSLER. HASTINGS (State Bar No.: 186716)  
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6 **Attorneys for:** B.J. Calandri, John Calandri, John Calandri as Trustee of the John and B.J. Calandri  
2001 Trust, Forrest G. Godde, Forrest G. Godde as Trustee of the Forrest G. Godde Trust, Lawrence  
7 A. Godde, Lawrence A. Godde and Godde Trust, Kootenai Properties, Inc., Gailen Kyle, Gailen  
8 Kyle as Trustee of the Kyle Trust, James W. Kyle, James W. Kyle as Trustee of the Kyle Family  
Trust, Julia Kyle, Wanda E. Kyle, Eugene B. Nebeker, R and M Ranch, Inc., **Edgar C. Ritter Paula**  
9 **E. Ritter, Paula E. Ritter as Trustee of the Ritter Family Trust,** Trust, Hines Family Trust , Malloy  
Family Partners, Consolidated Rock Products, Calmat Land Company, Marygrace H. Santoro as  
10 Trustee for the Marygrace H. Santoro Rev Trust, Marygrace H. Santoro, Helen Stathatos, Savas  
Stathatos, Savas Stathatos as Trustee for the Stathatos Family Trust, Dennis L. & Marjorie E.  
11 Groven Trust, Scott S. & Kay B. Harter, Habod Javadi, Eugene V., Beverly A., & Paul S. Kindig,  
Paul S. & Sharon R. Kindig, Jose Maria Maritorea & Marie Pierre Maritorea, Trustees of the  
12 Maritorea Living Trust, Richard H. Miner, Jeffrey L. & Nancee J. Siebert, Barry S. Munz, Terry A.  
Munz and Kathleen M. Munz, Beverly Tobias, Leo L. Simi, White Fence Farms Mutual Water Co.  
13 No. 3, William R. Barnes & Eldora M. Barnes Family Trust of 1989, **collectively known as the**  
14 **Antelope Valley Ground Water Agreement Association (“AGWA”)**

15  
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF SANTA CLARA**

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

19 Included Actions: )  
20 Los Angeles County Waterworks District No. )  
40 v. Diamond Farming Co. Superior Court of )  
California County of Los Angeles, Case No. BC )  
21 325 201 Los Angeles County Waterworks )  
District No. 40 v. Diamond Farming Co. )  
22 Superior Court of California, County of Kern, )  
Case No. S-1500-CV-254-348Wm. Bolthouse )  
23 Farms, Inc. v. City of Lancaster Diamond )  
24 Farming Co. v. City of Lancaster Diamond )  
25 Farming Co. v. Palmdale Water Dist. Superior )  
26 Court of California, County of Riverside, )  
consolidated actions, Case No. RIC 353 840, )  
27 RIC 344 436, RIC 344 668 )  
28

**FIRST AMENDED CROSS-COMPLAINT  
OF ANTELOPE VALLEY  
GROUNDWATER AGREEMENT  
ASSOCIATION**

1 B.J. Calandri, John Calandri, John Calandri as )  
2 Trustee of the John and B.J. Calandri 2001 )  
3 Trust, Forrest G. Godde, Forrest G. Godde as )  
4 Trustee of the Forrest G. Godde Trust, )  
5 Lawrence A. Godde, Lawrence A. Godde and )  
6 Godde Trust, Kootenai Properties, Inc., Gailen )  
7 Kyle, Gailen Kyle as Trustee of the Kyle Trust, )  
8 James W. Kyle, James W. Kyle as Trustee of )  
9 the Kyle Family Trust, Julia Kyle, Wanda E. )  
10 Kyle, Eugene B. Nebeker, R and M Ranch, Inc., )  
11 Edgar C. Ritter, Paula E. Ritter, Paula E. Ritter )  
12 as Trustee of the Ritter Family Trust, Trust, , )  
13 Hines Family Trust , Malloy Family Partners, )  
14 Consolidated Rock Products, Calmat Land )  
15 Company, Marygrace H. Santoro as Trustee for )  
16 the Marygrace H. Santoro Rev Trust, Marygrace )  
17 H. Santoro, Helen Stathatos, Savas Stathatos, )  
18 Savas Stathatos as Trustee for the Stathatos )  
19 Family Trust, Dennis L. & Marjorie E. Groven )  
20 Trust, Scott S. & Kay B. Harter, Habod Javadi, )  
21 Eugene V., Beverly A., & Paul S. Kindig, Paul )  
22 S. & Sharon R. Kindig, Jose Maria Maritorena )  
23 & Marie Pierre Maritorena, Trustees of the )  
24 Maritorena Living Trust, Richard H. Miner, )  
25 Jeffrey L. & Nancee J. Siebert, Barry S. Munz, )  
26 Terry A. Munz and Kathleen M. Munz, Beverly )  
27 Tobias, Leo L. Simi, White Fence Farms Mutual )  
28 Water Co. No. 3, William R. Barnes & Eldora )  
M. Barnes Family Trust of 1989 collectively )  
known as the Antelope Valley Ground Water )  
Agreement Association (“AGWA”)

**Cross Complainants,**

**vs.**

Los Angeles County Waterworks District No. )  
40, Palmdale Water District, The City of )  
Palmdale, City of Lancaster, Littlerock Creek )  
Irrigation District, Palm Ranch Irrigation )  
District, Quartz Hill Water District, California )  
Water Service Company, Rosamond )  
Community Services District, Antelope Valley )  
East Kern Water District, County Sanitation )  
Districts Nos. 14 and 20, DOES 1 through 100 )

**Cross-Defendants**

1 This Cross-Complaint for declaratory and injunctive relief seeks a judicial determination of  
2 rights to all water and associated resources in the Antelope Valley, including but not limited to  
3 priority rights to water imported to the region. This Cross-Complaint also seeks to promote proper  
4 management of the Antelope Valley through the imposition of a Physical Solution and seeks to  
5 prevent further degradation of the quality of the groundwater supply and to protect those who  
6 depend on the groundwater supply from wasteful practices that may impair that supply. Such judicial  
7 determination is necessary in order to ensure that the resources of the Antelope Valley are managed  
8 and utilized for the long-term benefit of the people of the Antelope Valley.

9 **JURISDICTION AND VENUE**

10 1. This Court has jurisdiction over this action pursuant to Code of Civil Procedure  
11 Sections 526 and 1060. Venue is proper before this Court pursuant to the coordination order issued  
12 by the Judicial Council.

13 **PARTIES**

14 2. Cross-Complainants are a diverse group of individuals and businesses who own  
15 property in the Antelope Valley. Some Cross-Complainants pump water from the groundwater basin,  
16 some utilize imported or recycled water, and some do not use any water at all. However, each Cross-  
17 Complainant is the owner or beneficial interest holder of real property within the geographic  
18 boundaries of the Basin and each shares a concern for the community in the Antelope Valley and  
19 recognizes that proper management of the water resources of the Valley is essential for the future  
20 health of the community. Some Cross-Complainants own businesses that were founded in the  
21 Antelope Valley two and three generations ago.

22 3. Cross-Complainants are informed and believe and thereon allege that the Los Angeles  
23 County Waterworks District No. 40 is a public agency which extracts water from and provides water  
24 to customers located within the geographic boundaries of the Basin.

25 4. Cross-Complainants are informed and believe and thereon allege that Palmdale Water  
26 District is a public agency which extracts water from and provides water to customers located within  
27 the geographic boundaries of the Basin.

1           5.       Cross-Complainants are informed and believe and thereon allege that The City of  
2 Palmdale is a municipal corporation located in the County of Los Angeles.

3           6.       Cross-Complainants are informed and believe and thereon allege that the City of  
4 Lancaster is a municipal corporation located within the County of Los Angeles, and within the  
5 geographic boundaries of the Basin.

6           7.       Cross-Complainants are informed and believe and thereon allege that Littlerock  
7 Creek Irrigation District is a public agency which provides water to customers located within the  
8 geographic boundaries of the Basin and which extracts water from the Basin.

9           8.       Cross-Complainants are informed and believe and thereon allege that Palm Ranch  
10 Irrigation District is a public agency which provides water to customers located within the  
11 geographic boundaries of the Basin and which extracts water from the Basin.

12          9.       Cross-Complainants are informed and believe and thereon allege the Quartz Hill  
13 Water District is a public agency which provides water to customers located within the geographic  
14 boundaries of the Basin and which extracts water from the Basin.

15          10.      Cross-Complainants are informed and believe and thereon allege that California  
16 Water Service Company is a California corporation which provides water to customers located  
17 within the geographic boundaries of the Basin and which extracts water from the Basin.

18          11.      Cross-Complainants are informed and believe and thereon allege that Rosamond  
19 Community Services District is a public agency which provides water to customers located within  
20 the geographic boundaries of the Basin and which extracts water from the Basin.

21          12.      Cross-Complainants are informed and believe and thereon allege that Antelope  
22 Valley East Kern Water District (“AVEK”) is a public agency which provides imported water to  
23 customers located within the geographic boundaries of the Basin.

24          13.      Cross-Complainants are informed and believe and thereon allege that County  
25 Sanitation Districts Nos. 14 and 20 of Los Angeles County (“Sanitation Districts”) are independent  
26 special districts that serve, among other things, the wastewater treatment and reclamation needs of  
27 Los Angeles County.

28

1           14.      Cross Complainants are presently unaware of whether other parties in the  
2 adjudication assert claims adverse to Cross-Complainants rights as overlying landowners or whether  
3 there are parties not involved in the adjudication who may assert claims adverse to Cross-  
4 Complainants. Cross-Defendants Does 1 through 100 include any party, other than the Cross-  
5 Defendants specifically named herein, who assert claims adverse to Cross-Complainants rights as  
6 overlying landowners. Since Cross-Complainants are unaware of the true names and identities of  
7 Does 1 through 100, Cross-Complainants hereby sue them by such fictitious names and will seek  
8 leave to amend this Cross-Complaint to add their true names and capacities when they are  
9 ascertained.

10                                                           **FACTUAL ALLEGATIONS**

11           15.      The Antelope Valley is a topographically closed watershed in the Western part of the  
12 Mojave Desert, about 50 miles northeast of Los Angeles. Dry lake beds have formed at the “bottom”  
13 of the Valley which are currently used as runways by Edwards Air Force Basin. Also contained in  
14 the Valley is a large alluvial groundwater basin (“Basin”).

15           16.      The Antelope Valley is situated at a cross-roads of major water supply infrastructure  
16 that serves the entire Los Angeles area: the East Branch of the State Water Project runs along the  
17 entire Southern side of the Valley and the Los Angeles aqueduct runs along the Northeast side of the  
18 Valley.

19           17.      The Basin contains a large amount of vacated underground space which can be used  
20 for the storage of water. Cross-Complainants are informed and believe that there is as much as eight  
21 million acre-feet of available storage capacity in the Basin. Utilization of this storage capacity will  
22 be an essential component to the resolution of the water supply issues in the adjudication. This  
23 storage capacity, in combination with the ready access to water transportation infrastructure, also  
24 presents the risk that the resources of the Antelope Valley could be used to serve interests outside the  
25 Valley in a manner that does not contribute to a solution to the problems of the Valley.

26      ///

27      ///

1 **CONTROVERSY**

2 18. Cross-Complainants are informed and believe, and thereon allege, that there are  
3 conflicting claims of rights to the water resources of the Valley, including the water storage capacity  
4 of the Basin.

5 **FIRST CAUSE OF ACTION**

6 **(Declaratory Relief – Water Rights – Against All Cross-Defendants)**

7 19. Cross-Complainants re-allege and incorporate by reference each and all of the  
8 preceding paragraphs as though fully set forth herein.

9 20. An actual controversy has arisen between Cross-Complainants and each of the Cross-  
10 Defendants as to the nature, extent, and priority of each party’s right to produce groundwater from  
11 the Basin. As overlying landowners, Cross-Complainants allege that their water rights are superior in  
12 priority to those of any Cross-Defendant.

13 21. On information and belief, Cross-Complainants believe that Cross-Defendants  
14 dispute these contentions.

15 22. Cross-Complainants seek a declaration and judicial determination as to the validity of  
16 their contentions set forth herein, the amount of Basin water to which each party is entitled to  
17 produce from the Basin and the priority and character of each party’s respective rights.

18 **SECOND CAUSE OF ACTION**

19 **(Damages – Trespass – Against All Cross-Defendants Except Sanitation Districts  
20 and City of Palmdale)**

21 23. Cross-Complainants re-allege and incorporate by reference each and all of the  
22 preceding paragraphs as though fully set forth herein.

23 24. On information and belief, each Cross-Defendant alleges that it produces or threatens  
24 to produce more water from the Basin than it has a right to produce. Cross-Defendants allege that  
25 this production forms the basis for claims of prescriptive rights. To the extent Cross-Defendants fail  
26 to prove any element of their claim for prescriptive rights, and to the extent that the alleged  
27



1 production in excess of rights actually occurred, this alleged production of water constitutes a  
2 trespass against Cross-Complainants.

3 25. On information and belief, Cross-Complainants believe that Cross-Defendants  
4 dispute these contentions.

5 26. Cross-Complainants request the Court to award monetary damages to compensate for  
6 any past injury that may have occurred to Cross-Complainants by Cross-Defendants' trespass in an  
7 amount to be determined at trial.

8 **THIRD CAUSE OF ACTION**

9 **(Damages – 42 USC §1983/Taking – Against All Cross-Defendants Except Sanitation Districts  
10 and City of Palmdale)**

11 27. Cross-Complainants re-allege and incorporate by reference each and all of the  
12 preceding paragraphs as though fully set forth herein.

13 28. On information and belief, each Cross-Defendant alleges that it produces or threatens  
14 to produce more water from the Basin than it has a right to produce. Cross-Defendants allege that  
15 this production forms the basis for claims of prescriptive rights. To the extent Cross-Defendants fail  
16 to prove any element of their claim for prescriptive rights, this alleged production of water  
17 constitutes an invasion of Cross-Complainants property interests and is therefore a taking in  
18 violation of the Fifth Amendment to the United States Constitution and in violation of Article 1,  
19 Section 19 of the California Constitution.

20 29. Every person who, under color of any custom or usage, subjects or causes to be  
21 subjected any citizen of the United States to the deprivation of any rights or privileges secured by the  
22 Constitution and laws, shall be liable to the party injured in an action at law. (42 USC § 1983.)

23 30. On information and belief, Cross-Complainants believe that Cross-Defendants  
24 dispute these contentions.

25 31. Cross-Complainants request the Court to award monetary damages, including  
26 attorney's fees, to compensate for any past injury that may have occurred to Cross-Complainants by  
27 Cross-Defendants' taking in an amount to be determined at trial.

**FOURTH CAUSE OF ACTION**

**(Injunctive Relief – Water Rights – Against All Cross-Defendants Except Sanitation Districts  
and City of Palmdale)**

32. Cross-Complainants re-allege and incorporate by reference each and all of the preceding paragraphs as though fully set forth herein.

33. Each Cross-Defendant alleges that it produces or threatens to produce more water from the Basin than it has a right to produce. If allowed to continue, this production in excess of rights will interfere with the right of Cross-Complainants to produce groundwater and will cause injury to Cross-Complainants.

34. Cross-Complainants have no adequate remedy at law.

35. On information and belief, Cross-Complainants believe that Cross-Defendants dispute these contentions.

36. Unless the Court orders that Cross-Defendants cease production of water in excess of their rights, Cross-Complainants will suffer irreparable harm in that the supply of groundwater will become depleted and other undesirable effects will occur.

**FIFTH CAUSE OF ACTION**

**(Declaratory Relief – Imported Water -- Against All Defendants Except Sanitation Districts)**

37. Cross-Complainants re-allege and incorporate by reference each and all of the preceding paragraphs as though fully set forth herein.

38. An actual controversy has arisen between Cross-Complainants and each of the Cross-Defendants as to the priority of each party's right to receive imported water. Agriculture has a long history of water resources use in the Antelope Valley, and the economy of the Antelope Valley is intimately tied to and dependant on agriculture. It has only been with the relatively recent increase in municipal demand that the water resources problems of the Antelope Valley have resulted in litigation.

39. The use of imported water will be a necessity to alleviate the stress on the groundwater Basin. The Court has broad equitable powers under Article X, section 2, to fashion a

1 physical solution for the Antelope Valley that ameliorates impacts associated with the loss of  
2 common law water right priorities. If the Court finds that any overlying landowner has lost any  
3 portion of its water rights, then one element of the physical solution should be to recognize a priority  
4 right of those parties to receive and purchase imported water.

5 40. Basin on information and belief, Cross-Complainants believe that Cross-Defendants  
6 dispute these contentions.

7 41. Cross-Complainants seek a declaration and judicial determination as to the validity of  
8 their contentions set forth herein.

9 **SIXTH CAUSE OF ACTION**

10 **(Declaratory Relief – Imported Water – Against All Cross-Defendants**

11 **Except Sanitation Districts)**

12 42. Cross-Complainants re-allege and incorporate by reference each and all of the  
13 preceding paragraphs as though fully set forth herein.

14 43. As an element of their claim for prescriptive rights, Cross-Defendants allege that their  
15 pumping from the Basin is wrongful.

16 44. Cross-Complainants seek a judicial determination that any imported water purchased  
17 by Cross-Defendants for recharge into the Basin for any purpose, either through direct recharge or  
18 through return flows, must first be used to offset Cross-Defendants wrongful pumping from the  
19 Basin. Cross-Complainants seek a further judicial declaration that any imported water that has  
20 heretofore been purchased by Cross-Defendants and recharged into the Basin either through direct  
21 recharge or through return flows, must be considered as an offset against any past wrongful pumping  
22 by Cross-Defendants from the Basin.

23 45. Basin on information and belief, Cross-Complainants believe that Cross-Defendants  
24 dispute these contentions.

25 46. Cross-Complainants seek a declaration and judicial determination as to the validity of  
26 their contentions set forth herein.

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**SEVENTH CAUSE OF ACTION**

**(Declaratory Relief – Waste/Nuisance – Against All Cross-Defendants)**

47. Cross-Complainants re-allege and incorporate by reference each and all of the preceding paragraphs as though fully set forth herein.

48. The Antelope Valley is a closed hydrologic region. While infrastructure exists to import water to the Valley, there is no infrastructure to export wastes from the Valley. These wastes are primarily the sewage that is the result of the water use of customers of Cross-Defendants. It is an unavoidable feature of the nature of the water use of Cross-Defendants that such wastes will be produced.

49. Based on information and belief, to the extent that wastewater services are provided by entities other than the water service providers, officials from these water service providers compose the governing bodies of the waste disposal entities.

50. Disposal of this waste into the groundwater Basin has resulted in degradation of groundwater quality and threatens to impair the ability to use portions of the Basin for water supply and storage purposes. Based on information and belief, Cross-Complainants believe that the waste disposal entities allege that there is no other way to handle the wastes from Cross-Defendants except disposal into the Basin.

51. Based on information and belief, Cross-Complainants believe that Cross-Defendants dispute these contentions.

52. Cross-Complainants seek a judicial determination that Cross-Defendants use of water results in an unavoidable degradation of the Basin, which, if allowed to continue, will one day render the Basin unusable and that therefore this use constitutes a continuing nuisance and waste in violation of Article X, section 2 of the California Constitution.

**EIGHTH CAUSE OF ACTION**

**(Injunctive Relief – Waste – Against All Defendants)**

53. Cross-Complainants re-allege and incorporate by reference each and all of the preceding paragraphs as though fully set forth herein.



**TENTH CAUSE OF ACTION**

**(Declaratory Relief – Physical Solution – Against All Cross-Defendants)**

62. Cross-Complainants re-allege and incorporate by reference each and all of the preceding paragraphs as though fully set forth herein.

63. In order to prevent irreparable injury to Cross-Complainants and other parties, it is necessary and appropriate that the Court exercise and retain continuing jurisdiction to develop and enforce a physical solution that protects, manages and conserves the water resources of the Antelope Valley.

64. The physical solution for the Valley should include the appointment of a Watermaster that is representative of all interests in the Valley, including landowners.

65. The physical solution should include the establishment of a water transfer program that will permit the transferability of Basin pumping rights between any Basin users.

66. If the physical solution involves groundwater banking, then the physical solution must ensure that the benefits of such banking will be used for the benefit of the Antelope Valley and will be spread equitably amongst all interests in the Valley with proper recognition given to the priority rights of overlying landowners.

**Prayer for Relief**

WHEREFORE, Cross-Complainants pray for judgment as follows:

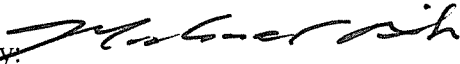
1. Judicial declarations consistent with Cross-Complainants' contentions in the First, Fifth, Sixth, Seventh, Ninth, and Tenth Causes of Action in this Cross-Complaint.
2. Judicial award of damages, including punitive damages, consistent with Cross-Complainants' contentions in the Second and Third Causes of Action in this Cross-Complaint.
3. For preliminary and permanent injunctions consistent with the Fourth and Eighth Causes of Action in this Cross-Complaint.

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- 4. For prejudgment interest as permitted by law.
- 5. For attorney, appraisal, and expert witness fees and costs incurred in this action.
- 6. For such other relief as the Court deems just and proper.

Dated: January 25, 2007

HATCH & PARENT, A LAW CORPORATION

By:   
 \_\_\_\_\_  
 MICHAEL T. FIFE  
 ATTORNEYS FOR AGWA

HATCH AND PARENT  
 21 East Carrillo Street  
 Santa Barbara, CA 93101

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA,  
COUNTY OF SANTA BARBARA**

I am employed in the County of Santa Barbara, State of California. I am over the age of 18 and not a party to the within action; my business address is: 21 E. Carrillo Street, Santa Barbara, California 93101.

On January 26, 2007, I served the foregoing document described as:

**AMENDED CROSS-COMPLAINT OF ANTELOPE VALLEY  
GROUNDWATER AGREEMENT ASSOCIATION**

on the interested parties in this action.

By posting it on the website at 12:45 p.m./a.m. on January 26, 2007. This posting was reported as complete and without error.

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed in Santa Barbara, California, on January 26, 2007.

RACHEL ROBLESO  
TYPE OR PRINT NAME

Rachel Robleso  
SIGNATURE