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CLINTON C. HUTH
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
10

11 ANTELOPE VALLEY GROUNDWATER
CASES

12 Included Actions:

13 Los Angeles County Waterworks District No.
14 40 v. Diamond Farming Co.
Los Angeles County Superior Court Case No.
15 BC 325201

16 Los Angeles County Waterworks District No.
17 40 v. Diamond Farming Co.
Kern County Superior Court
Case No. S-1500-CV-254-348

18 Wm. Bolthouse Farms, inc. v. City of
19 Lancaster, Diamond Farming Co. v. City of
Lancaster, Diamond Farming Co. v. Palmdale
20 Water Dist.
Riverside County Superior Court
21 Consolidated actions
Case Nos. RIC 353840, RIC 344436, RIC
22 344668

Judicial Council Coordination No. 4408
Assigned to Hon. Jack Komar, Dept. 1

For filing purposes only:
Santa Clara County Case No. 1-05-CV-049053

**ANSWER TO COMPLAINT AND ALL
CROSS-COMPLAINTS OF CLINTON C.
HUTH**

Trial Date: October 6, 2008

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25 Cross-Defendant CLINTON C. HUTH hereby answers the Complaint and all Cross-
26 complaints which have been filed as of this date, specifically those of Antelope Valley East-Kern
27 Water Agency, Palmdale Water District & Quartz Hill Water District, Rosamond Community
28 Services District and Waterworks District No. 40 of los Angeles County. It does not intend to

1 participate at trial or other proceedings unless ordered by the Court to do so, but it will reserve the
2 right to do so upon giving written notice to that effect to the Court and all parties. WILLOW
3 SPRINGS owns the following property(ies) located in the Antelope Valley: 3500 75th St. West,
4 Rosamond, CA 93560.

5 **GENERAL DENIAL**

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

10 **FIRST AFFIRMATIVE DEFENSE**

11 **(Failure to State a Cause of Action)**

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

15 **SECOND AFFIRMATIVE DEFENSE**

16 **(Statute of Limitation)**

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

20 **THIRD AFFIRMATIVE DEFENSE**

21 **(Laches)**

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

24 **FOURTH AFFIRMATIVE DEFENSE**

25 **(Estoppel)**

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

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FIFTH AFFIRMATIVE DEFENSE

(Waiver)

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

SIXTH AFFIRMATIVE DEFENSE

(Self-Help)

7. This answering Defendant and Cross-Defendant has, by virtue of the doctrine of self-help, preserved its 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. Plaintiff and 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 Complaint and Cross-complaints do not state their allegations with sufficient clarity to enable this answering Defendant and Cross-Defendant to determine whether additional defenses may exist to Plaintiff and Cross-Complainants' causes of action. This answering Defendant and Cross-Defendant therefore reserve the right to assert all other defenses which may pertain to the Complaint and Cross-Complaints.

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 sections 22456, 41030 and 55370.

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TENTH AFFIRMATIVE DEFENSE

11. The prescriptive claims asserted by governmental entity Cross-Complainants are barred by the provisions of Article 1 Section 19 of the California Constitution.

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.

THIRTEEN 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. The request for the Court to use its injunctive powers to impose a physical solution seeks a remedy that is in violation of the doctrine of separation of powers set forth in Article 3 section 3 of the California Constitution.

SEVENTEENTH AFFIRMATIVE DEFENSE

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

1 **EIGHTEENTH AFFIRMATIVE DEFENSE**

2 19. Each Cross-Complainant is barred from recovery under each and every cause of
3 action contained in the Cross-Complaints by the doctrine of unclean hands and/or unjust
4 enrichment.

5 **NINETEENTH AFFIRMATIVE DEFENSE**

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

8 **TWENTIETH AFFIRMATIVE DEFENSE**

9 21. The governmental entity Cross-Complainants are barred from taking, possessing or
10 using Cross-Defendant's property without first paying just compensation.

11 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

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

16 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

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

21 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

22 24. Any imposition by this Court of a proposed physical solution that reallocates the
23 water right priorities and water usage within the Antelope Valley will be *ultra vires* as it will be
24 subverting the pre-project legislative requirements and protections of California's Environmental
25 Quality Act (CEQA) (Pub.Res.C.2100 *et seq.*).

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