

JOE MATHIS
653 COUNTY ROAD 938
BROOKLAND, ARKANSAS 72417
TELEPHONE : (870) 931-0936
CELLPHONE: (870) 219-4031
TELECOPIER: (870) 933-8180
PRO-SE

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

**ANTELOPE VALLEY
GROUNDWATER CASES**

Included Actions:

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

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

Wm. Bolthouse Farms, Inc. v. City of
Lancaster, Diamond Farming Co. v. City of
Lancaster, Diamond Farming Co. v.
Palmdale Water Dist.,
Riverside County Superior Court
Consolidated actions
Case Nos. RIC 353 840, RIC 344 436, RIC
344 688

Judicial Council Coordination No. 4408

CLASS ACTION

For Filing purposes only:
Santa Clara Case No. I -05-CV-049053

Assigned to The Honorable Jack Komar

**ANSWER TO COMPLAINT AND CROSS-
COMPLAINTS**

1 I hereby answer the Complaint and all Cross-Complaints which have been filed as of this
2 date, specifically those of Antelope Valley East-Kern Water Agency; Palmdale Water District &
3 Quartz Hill Water District, Rosamond Community Services District and Waterworks District No. 40
4 of Los Angeles County. I do not intend to participate at trial or other proceedings unless ordered by
5 the Court to do so, but I reserve the right to do so upon giving written notice to that effect to the
6 Court and all parties. I own the following property(ies) located in the Antelope Valley:

7 Kern CA, APN# 474-141-06
8 _____
9 _____

9 *[Insert address and/or APN Number]*

10 DENIAL

11 1. Pursuant to Code of Civil Procedure section 431.30(d), Cross-Defendant hereby
12 generally denies each and every allegation set forth in the Complaint and Cross-Complaint, and the
13 whole thereof, and further denies that Plaintiff and Cross-Complainant are entitled to any relief
14 against Defendant and Cross-Defendant.

15 **AFFIRMATIVE DEFENSES**

16 **First Affirmative Defense**

17 (Failure to State a Cause of Action)

18 2. The Complaint and Cross-Complaint and every purported cause of action contained
19 therein fail to allege facts sufficient to constitute a cause of action against Defendant and Cross-
20 Defendant.

21 **Second Affirmative Defense**

22 (Statute of Limitation)

23 3. Each and every cause of action contained in the Complaint and Cross-Complaint is
24 barred, in whole or in part, by the applicable statutes of limitation, including, but not limited to,
25 sections 318, 319, 321, 338, and 343 of the California Code of Civil Procedure.
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Third Affirmative Defense

(Laches)

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

Fourth Affirmative Defense

(Estoppel)

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

Fifth Affirmative Defense

(Waiver)

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

Sixth Affirmative Defense

(Self-Help)

7. 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-Complainant's 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-Complaint do not state their allegations with sufficient clarity to enable defendant and cross-defendant to determine what additional defenses may exist to Plaintiff and

1 Cross-Complainant's causes of action. Defendant and Cross-defendant therefore reserve the right to assert
2 all other defenses which may pertain to the Complaint and Cross -Complaint.

3 **Ninth Affirmative Defense**

4 10. The prescriptive claims asserted by governmental entity Cross-Complainants are ultra
5 vires and exceed the statutory authority by which each entity may acquire property as set forth in Water
6 Code sections 22456, 31040 and 55370.

7 **Tenth Affirmative Defense**

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

10 **Eleventh Affirmative Defense**

11 12. The prescriptive claims asserted by governmental entity Cross-Complainants are barred
12 by the provisions of the 5th Amendment to the United States Constitution as applied to the states under
13 the 14th Amendment of the United States Constitution.

14 **Twelfth Affirmative Defense**

15 13. Cross-Complainants' prescriptive claims are barred due to their failure to take affirmative
16 steps that were reasonably calculated and intended to inform each overlying landowner of cross-
17 complainants' adverse and hostile claim as required by the due process clause of the 5th and 14th
18 Amendments of the United States Constitution.

19 **Thirteenth Affirmative Defense**

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

22 **Fourteenth Affirmative Defense**

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

26 16. The governmental entity Cross-Complainants were permissively pumping at all times.
27

1
2 **Sixteenth Affirmative Defense**

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

6 **Seventeenth Affirmative Defense**

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

9 **Eighteenth Affirmative Defense**

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

12 Nineteenth Affirmative Defense

13 **Nineteenth Affirmative Defense**

14 20. The Cross-Complaint is defective because it fails to name indispensable parties in
15 violation of California Code of Civil Procedure Section 389(a).

16 **Twentieth Affirmative Defense**

17 21. The governmental entity Cross-Complainants are barred from taping, possessing or using
18 cross-defendants' property without first paying just compensation.

19 **Twenty-First Affirmative Defense**

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

24 **Twenty-Second Affirmative Defense**

25 23. The governmental entity Cross-Complainants seek judicial ratification of a project that
26 has had and will have a significant effect on the Antelope Valley Groundwater Basin and the Antelope

1 Valley that was implemented without providing notice in contravention of the provisions of California's
2 Environmental Quality Act (CEQA) (Pub.Res.C. 2100 et seq.).

3
4 **Twenty-Third Affirmative Defense**

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

9 WHEREFORE, Defendant and Cross-defendant prays that judgment be entered as follows:

- 10 1. That Plaintiff and Cross-Complainant take nothing by reason of its Complaint or Cross-
11 Complaint;
- 12 2. That the Complaint and Cross-Complaints be dismissed with prejudice;
- 13 3. For Defendant and Cross-Defendant's costs incurred herein; and
- 14 4. For such other and further relief as the Court deems just and proper.

15 Dated: NOV 12, 2009

16 Signature

Joe Mathis
17 Joe Mathis

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

PROOF OF SERVICE

I, Joe Mathis, declare:

I am a resident of the State of Arkansas and over the age of eighteen years, and not a party to the within action; my residence address is 653 County Road 938, Brookland, Arkansas 72417. On November 12, 2009, I served the within document(s):

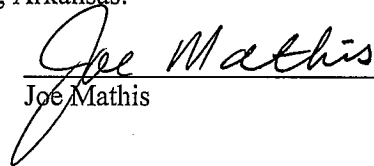
ANSWER TO FIRST-AMENDED CROSS COMPLAINT OF PUBLIC WATER SUPPLIERS FOR DECLARATORY AND INJUNCTIVE RELIEF AND ADJUDICATION OF WATER RIGHTS

- by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.
- by causing personal delivery by ASAP Corporate Services of the document(s) listed above to the person(s) at the address(es) set forth below.
- by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- I caused such envelope to be delivered via overnight delivery addressed as indicated on the attached service list. Such envelope was deposited for delivery by Federal Express following the firm's ordinary business practices.

It will be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of Arkansas that the above is true and correct.

Executed on November 12, 2009, at Jonesboro, Arkansas.



Joe Mathis