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*Antelope Park Mutual Water Co., Aqua-J Mutual Water Co., Averydale Mutual Water Co.,
Bleich Flat Mutual Water Co., Colorado Mutual Water Co., Eldorado Mutual Water Co.,
Evergreen Mutual Water Co., Land Projects Mutual Water Co., Landale Mutual Water Co.,
Shadow Acres Mutual Water Co., Sundale Mutual Water Co., Sunnyside Farms Mutual Water
Co., Tierra Bonita Mutual Water Co., Westside Park Mutual Water Co., White Fence Farms
Mutual Water Co., Inc., and Baxter Mutual Water Co., collectively known and referred to as
A. V. United Mutual Group*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

Coordination Proceeding	)	Judicial Council Coordination
Special Title (Rule 1550(b))	)	Proceeding No. 4408
ANTELOPE VALLEY GROUNDWATER)	
CASES	)	Santa Clara Case No. 1-05-CV-049053
	)	Assigned to the Honorable Jack Komar
	)	Department 17
Including Actions:)	
	)	AMENDED ANSWER OF A. V. UNITED
Los Angeles County Waterworks District No.	)	MUTUAL GROUP (WHICH INCLUDES
40 v. Diamond Farming Co.	)	BAXTER MUTUAL WATER
Superior Court of California, County of Los	)	COMPANY) TO FIRST AMENDED
Angeles, Case No. BC 325 201	)	CROSS-COMPLAINT OF PUBLIC
	)	WATER SUPPLIERS FOR
Los Angeles County Waterworks District No.	)	DECLARATORY AND INJUNCTIVE
40 v. Diamond Farming Co.	)	RELIEF AND ADJUDICATION OF
Superior Court of California, County of Kern,	)	WATER RIGHTS
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.)	
Superior Court of California, County of)	
Riverside, consolidated actions, Case Nos. RIC)	
353 840, RIC 344 436, RIC 344 668)	
)	
ROSAMOND COMMUNITY SERVICES)	
DISTRICT;)	

1 LOS ANGELES COUNTY WATERWORKS)
 DISTRICT NO. 40;)
 2 PALMDALE WATER DISTRICT;)
 CITY OF LANCASTER;)
 3 CITY OF PALMDALE;)
 LITTLEROCK CREEK IRRIGATION)
 4 DISTRICT;)
 PALM RANCH IRRIGATION DISTRICT;)
 5 QUARTZ HILL DISTRICT; and)
 CALIFORNIA WATER SERVICE)
 6 COMPANY,)
)
 7 Cross-Complainants,)
)
 8 vs.)
)
 9 DIAMOND FARMING COMPANY;)
 WM. BOLTHOUSE FARMS, INC.;)
 10 BOLTHOUSE PROPERTIES LLC; ABC)
 WILLIAMS ENTERPRISES LP;)
 11 ACEH CAPITAL LLC;)
 JACQUELINE ACKERMANN;)
 12 CENON ADVINCULA;)
 OLIVA M. ADVINCULA;)
 13 MASHALLAH AFSHAR;)
 ANTONIO U. AGUSTINES;)
 14 AIRTRUST SINGAPORE PRIVATE)
 LIMITED;)
 15 MARWAN M. ALDAIS;)
 ALLEN ALEVY;)
 16 ALLEN ALEVY AND ALEVY FAMILY)
 TRUST;)
 17 GEORGINE J. ARCHER;)
 GEORGINE J. ARCHER AS TRUSTEE FOR)
 18 THE GEORGINE J. ARCHER TRUST;)
 A V MATERIALS, INC.;)
 19 GUSS A. BARKS, JR.;)
 PETER G. BARKS;)
 20 ILDEFONSO S. BAYANI;)
 NILDA V. BAYANI;)
 21 BIG WEST CORP.;)
 RANDALL Y. BLAYNEY;)
 22 MELODY S. BLOOM;)
 BOLTHOUSE PROPERTIES, INC.;)
 23 DAVID L. BOWERS;)
 RONALD E. BOWERS;)
 24 LEROY DANIEL BRONSTON;)
 MARILYN BURGESS;)
 25 LAVERNE C. BURROUGHS;)
 LAVERNE C. BURROUGHS, TRUSTEE OF)
 26 THE BURROUGHS FAMILY)
 IRREVOCABLE TRUST DATED)
 27 AUGUST 1, 1995; BRUCE BURROWS;)
 JOHN & B. CALANDRI 2001 TRUST;)
 28 CALIFORNIA PORTLAND CEMENT)

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

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

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

1	ROSEMOUNT EQUITIES LLC SERIES;)
	ROYAL INVESTORS GROUP;)
2	ROYAL WESTERN PROPERTIES LLC;)
	OSCAR RUDNICK;)
3	REBECCA RUDNICK;)
	SANTA MONICA MOUNTAINS)
4	CONSERVANCY;)
	MARYGRACE H. SANTORO;)
5	MARYGRACE H. SANTORO, AS TRUSTEE)
	FOR THE MARYGRACE H. SANTORO)
6	REV TRUST;)
	SAN YU ENTERPRISES, INC.;)
7	DANIEL SAPARZEDEH;)
	HELEN STATHATOS;)
8	SAVAS STATHATOS;)
	SAVAS STATHATOS, AS TRUSTEE FOR)
9	THE STATHATOS FAMILY TRUST;)
	SEVEN STAR UNITED LLC;)
10	MARK H. SHAFRON;)
	ROBERT L. SHAFRON;)
11	KAMRAM S. SHAKIB;)
	DONNA L. SIMPSON;)
12	GARETH L. SIMPSON;)
	GARETH L. SIMPSON, AS TRUSTEE OF)
13	THE SIMPSON FAMILY TRUST;)
	SOARING VISTA PROPERTIES, INC.;)
14	STATE OF CALIFORNIA;)
	GEORGE C. STEVENS, JR.;)
15	GEORGE C. STEVENS, JR., AS TRUSTEE)
	OF THE GEORGE C. STEVENS, JR. TRUST;)
16	GEORGE L. STIMSON, JR.;)
	GEORGE L. STIMSON, JR., AS TRUSTEE)
17	OF THE GEORGE L. STIMSON, JR. TRUST;)
	TEJON RANCHCORP;)
18	MARK E. THOMPSON A P C PROFIT)
	SHARING PLAN;)
19	TIERRA BONITA RANCH COMPANY;)
	TIONG D. TIU;)
20	BEVERLY J. TOBIAS;)
	BEVERLY J. TOBIAS, AS TRUSTEE OF)
21	THE TOBIAS FAMILY TRUST;)
	JUNG N. TOM;)
22	WILLIAM BOLTHOUSE FARMS, INC.;)
	WILMA D. TRUEBLOOD;)
23	WILMA D. TRUEBLOOD, AS TRUSTEE OF)
	THE TRUEBLOOD FAMILY TRUST;)
24	UNISON INVESTMENT CO., LLC;)
	DELMAR D. VAN DAM;)
25	GERTRUDE J. VAN DAM;)
	KEITH E. WALES;)
26	E C WHEELER LLC;)
	ALEX WODCHIS;)
27	ELIZABETH WONG;)
	MARY WONG;)
28	MIKE M. WU;)

1 MIKE M. WU, AS TRUSTEE OF THE WU)
FAMILY TRUST;)
2 STATE OF CALIFORNIA 50TH DISTRICT)
AND AGRICULTURAL ASSOCIATION;)
3 THE UNITED STATES OF AMERICA;)
U. S. BORAX, INC.;)
4 and ROES 1 through 100,000, inclusive,)
Cross-Defendants.)

6
7 A. V. United Mutual Group (“A. V. United”), which consists of numerous separate
8 mutual water companies, files this Amended Answer to specifically include Baxter Mutual
9 Water Company. A. V. United therefore now consists of: *Antelope Park Mutual Water Co.*,
10 *Aqua-J Mutual Water Co.*, *Averydale Mutual Water Co.*, *Bleich Flat Mutual Water Co.*,
11 *Colorado Mutual Water Co.*, *Eldorado Mutual Water Co.*, *Evergreen Mutual Water Co.*, *Land*
12 *Projects Mutual Water Co.*, *Landale Mutual Water Co.*, *Shadow Acres Mutual Water Co.*,
13 *Sundale Mutual Water Co.*, *Sunnyside Farms Mutual Water Co.*, *Tierra Bonita Mutual Water*
14 *Co.*, *Westside Park Mutual Water Co.*, *White Fence Farms Mutual Water Co., Inc.*, and *Baxter*
15 *Mutual Water Co.*

16 The A. V. United mutual water companies own properties within the jurisdictional
17 boundaries of this adjudication from which they claim the right to produce water for delivery to
18 their customers and are therefore necessary and proper parties. A. V. United files this Amended
19 Answer to the First Amended Cross-Complaint (“*Cross Complaint*”) filed by Cross-
20 Complainants, **Rosamond Community Services District** (“Rosamond CSD”), **Los Angeles**
21 **County Waterworks District No. 40** (“LACWD No. 40”), **Palmdale Water District**
22 (“Palmdale WD”), **City of Lancaster** (“Lancaster”), **City of Palmdale** (“Palmdale”), **Littlerock**
23 **Creek Irrigation District** (“Littlerock CID”), **Palm Ranch Irrigation District** (“Palm Ranch
24 ID”), **Quartz Hill Water District** (“Quartz Hill”), and **California Water Service Company**
25 (individually “California WSD” and all collectively “Cross-Complainants”), for its group (which
26 now includes Baxter Mutual Water Company) and for no others, and admits, denies, and alleges
27 as follows:
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1 Complainants have not alleged any facts from which A. V. United can ascertain the number and
2 location of Cross-Complainants' production facilities, or the production capacities and histories
3 of Cross-Complainants' wells and other production facilities, and must therefore deny that any
4 present, historic or future production from A. V. United's facilities have, are, or will have, any
5 adverse impacts on Cross-Complainants' abilities to meet their reasonable requirements from
6 their unidentified production facilities. Finally, Cross-Complainants have not alleged any facts
7 from which A. V. United can ascertain the number, location, characteristics and/or capacity of
8 the sub-basins in which Cross-Complainants allege they have stored imported and other water, as
9 well as the amounts, quality and disposition of the water allegedly stored therein, and must
10 therefore deny that any present, historic or future production from A. V. United's water
11 production facilities have, are, or will have, any adverse impacts on the waters allegedly stored
12 by some or all of Cross-Complainants in said sub-basins. A. V. United intends these responses
13 to be applicable to its responses to the other paragraphs in the Cross-Complaint, which are
14 dependent, either in whole or in part, upon this allegation in the Cross-Complaint.

15 16 Introduction

17 1. Answering Paragraph 1 of the "Introduction" portion of the preliminary
18 allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, A. V.
19 United acknowledges that the action purports to seek a judicial determination of all rights to
20 groundwater within an area described as the "Antelope Valley Groundwater Basin (the 'Basin')";
21 and, except therefor, A. V. United lacks sufficient knowledge or information to form a belief as
22 to the truth of the remaining allegations contained in said paragraph, and on that basis, denies,
23 generally and specifically, jointly and severally, each and every other allegation contained
24 therein.

25 26 Cross-Complainants

27 2. Answering Paragraph 2 of the "Cross-Complainants" portion of the preliminary
28 allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with

1 reference to Preliminary Statement B, above, A. V. United lacks sufficient knowledge or
2 information to form a belief as to the truth of the allegations contained in said paragraph, and on
3 that basis, denies, generally and specifically, jointly and severally, each and every allegation
4 contained therein.

5 3. Answering Paragraph 3 of the “Cross-Complainants” portion of the preliminary
6 allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with
7 reference to Preliminary Statement B, above, A. V. United admits the first sentence commencing
8 with the word “The” on line 21 of page 3, through the word “uses” on line 23 of page 3; and,
9 except therefore, A. V. United lacks sufficient knowledge or information to form a belief as to
10 the truth of the remaining allegations contained in said paragraph, and on that basis, denies,
11 generally and specifically, jointly and severally, each and every other allegation contained
12 therein.

13 4. Answering Paragraph 4 of the “Cross-Complainants” portion of the preliminary
14 allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with
15 reference to Preliminary Statement B, above, A. V. United admits the allegations contained
16 therein.

17 5. Answering Paragraph 5 of the “Cross-Complainants” portion of the preliminary
18 allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with
19 reference to Preliminary Statement B, above, A. V. United lacks sufficient knowledge or
20 information to form a belief as to the truth of the allegations contained in said paragraph, and on
21 that basis, denies, generally and specifically, jointly and severally, each and every other
22 allegation contained therein.

23 6. Answering Paragraph 6 of the “Cross-Complainants” portion of the preliminary
24 allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with
25 reference to Preliminary Statement B, above, A. V. United admits the first sentence commencing
26 with the name “Los Angeles” on line 4 of page 4, through the word “Valley” on line 7 of page 4;
27 and, except therefore, A. V. United lacks sufficient knowledge or information to form a belief as
28 to the truth of the remaining allegations contained in said paragraph, and on that basis, denies,

1 generally and specifically, jointly and severally, each and every other allegation contained
2 therein.

3 7. Answering Paragraph 7 of the “Cross-Complainants” portion of the preliminary
4 allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with
5 reference to Preliminary Statement B, above, A. V. United lacks sufficient knowledge or
6 information to form a belief as to the truth of the allegations contained in said paragraph, and on
7 that basis, denies, generally and specifically, jointly and severally, each and every other
8 allegation contained therein.

9 8. Answering Paragraph 8 of the “Cross-Complainants” portion of the preliminary
10 allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with
11 reference to Preliminary Statement B, above, A. V. United lacks sufficient knowledge or
12 information to form a belief as to the truth of the allegations contained in said paragraph, and on
13 that basis, denies, generally and specifically, jointly and severally, each and every other
14 allegation contained therein.

15 9. Answering Paragraph 9 of the “Cross-Complainants” portion of the preliminary
16 allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with
17 reference to Preliminary Statement B, above, A. V. United lacks sufficient knowledge or
18 information to form a belief as to the truth of the allegations contained in said paragraph, and on
19 that basis, denies, generally and specifically, jointly and severally, each and every other
20 allegation contained therein.

21 10. Answering Paragraph 10 of the “Cross-Complainants” portion of the preliminary
22 allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with
23 reference to Preliminary Statement B, above, A. V. United lacks sufficient knowledge or
24 information to form a belief as to the truth of the allegations contained in said paragraph, and on
25 that basis, denies, generally and specifically, jointly and severally, each and every other
26 allegation contained therein.

1 **Cross-Defendants**

2 11. Answering Paragraph 11 of the “Cross-Defendants” portion of the preliminary
3 allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with
4 reference to Preliminary Statement B, above, A. V. United admits that it is the fee owner of
5 numerous real properties (collectively “A. V. United Properties”) that are situated in that portion
6 of the State of California comprised of portions of the Counties of Los Angeles and Kern that is
7 described in Paragraph 19 of the *Cross Complaint*.

8 Further answering said Paragraph 11, A. V. United admits that it claims some right, title
9 or interest to some of the water in the groundwater basins and/or sub-basins underlying Cross-
10 Defendants’ Properties, and to the underflow of washes to which Cross-Defendants’ Properties
11 are riparian, and that it produces water from said groundwater basins and/or sub-basins, and from
12 the underflow of said washes. Further answering said Paragraph 11, A. V. United lacks
13 sufficient knowledge or information to form a belief as to the truth of the allegations contained in
14 said paragraph as to all named Cross-Defendants, save and except A. V. United, and on that
15 basis, denies, generally and specifically, jointly and severally, each and every other allegation
16 contained therein as to the other named Cross-Defendants.

17 12. Answering Paragraph 12 of the “Cross-Defendants” portion of the preliminary
18 allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with
19 reference to Preliminary Statement B, above, A. V. United lacks sufficient knowledge or
20 information to form a belief as to the truth of the allegations contained in said paragraph, and on
21 that basis, denies, generally and specifically, jointly and severally, each and every other
22 allegation contained therein.

23 **Class Action Allegations**

24 13. Answering Paragraph 13 of the “Class Action Allegations” portion of the
25 preliminary allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant
26 action, and with reference to Preliminary Statement B, above, A. V. United lacks sufficient
27 knowledge or information to form a belief as to the truth of the allegations contained in said
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1 paragraph, and on that basis, denies, generally and specifically, jointly and severally, each and
2 every other allegation contained therein.

3 14. Answering Paragraph 14 of the “Class Action Allegations” portion of the
4 preliminary allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant
5 action, and with reference to Preliminary Statement B, above, A. V. United lacks sufficient
6 knowledge or information to form a belief as to the truth of the allegations contained in said
7 paragraph, and on that basis, denies, generally and specifically, jointly and severally, each and
8 every other allegation contained therein.

9 **The United States is a Necessary Party to this Action**

10 15. Answering Paragraph 15 of the “The United States is a Necessary Party to this
11 Action” portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on
12 file in the instant action, and with reference to Preliminary Statement B, above, A. V. United
13 lacks sufficient knowledge or information to form a belief as to the truth of the allegations
14 contained in said paragraph, and on that basis, denies, generally and specifically, jointly and
15 severally, each and every other allegation contained therein as to the other named Cross-
16 Defendants.

17 16. Answering Paragraph 16 of the “The United States is a Necessary Party to this
18 Action” portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on
19 file in the instant action, and with reference to Preliminary Statement B, above, A. V. United
20 lacks sufficient knowledge or information to form a belief as to the truth of the allegations
21 contained in said paragraph, and on that basis, denies, generally and specifically, jointly and
22 severally, each and every other allegation contained therein as to the other named Cross-
23 Defendants.

24 17. Answering Paragraph 17 of the “The United States is a Necessary Party to this
25 Action” portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on
26 file in the instant action, and with reference to Preliminary Statement B, above, A. V. United
27 admits the application of 43 U.S.C. § 666 (the “McCarran Amendment”); and, save and except
28 therefor, lacks sufficient knowledge or information to form a belief as to the truth of the

1 allegations contained in said paragraph, and on that basis, denies, generally and specifically,
2 jointly and severally, each and every other allegation contained therein.

3 18. Answering Paragraph 18 of the “The United States is a Necessary Party to this
4 Action” portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on
5 file in the instant action, and with reference to Preliminary Statement B, above, A. V. United the
6 application of the McCarran Amendment; and, save and except therefor, lacks sufficient
7 knowledge or information to form a belief as to the truth of the allegations contained in said
8 paragraph, and on that basis, denies, generally and specifically, jointly and severally, each and
9 every other allegation contained therein as to the other named Cross-Defendants.

10 19. Answering Paragraph 19 of the “The United States is a Necessary Party to this
11 Action” portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on
12 file in the instant action, and with reference to Preliminary Statement B, above, A. V. United
13 admits the application of the McCarran Amendment; and, save and except therefor, lacks
14 sufficient knowledge or information to form a belief as to the truth of the allegations contained in
15 said paragraph, and on that basis, denies, generally and specifically, jointly and severally, each
16 and every other allegation contained therein as to the other named Cross-Defendants.

17
18 **The History of the Antelope Valley Groundwater Basin**

19 20. Answering Paragraph 20 of “The History of the Antelope Valley Groundwater
20 Basin” portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on
21 file in the instant action, and with reference to and subject to its denials in Preliminary Statement
22 B, above, A. V. United admits the allegations contained therein.

23 21. Answering Paragraph 21 of “The History of the Antelope Valley Groundwater
24 Basin” portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on
25 file in the instant action, and with reference to and subject to its denials in Preliminary Statement
26 B, above, A. V. United admits that the Basin is located in an arid valley in the Mojave Desert,
27 about fifty miles northeast of the City of Los Angeles; and, save and except therefor, lacks
28 sufficient knowledge or information to form a belief as to the truth of the allegations contained in

1 said paragraph, and on that basis, denies, generally and specifically, jointly and severally, each
2 and every other allegation contained therein.

3 22. Answering Paragraph 22 of “The History of the Antelope Valley Groundwater
4 Basin” portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on
5 file in the instant action, and with reference to and subject to its denials in Preliminary Statement
6 B, above, A. V. United admits that the Antelope Valley Groundwater Basin is divided into a
7 number of sub-basins, but lacks sufficient knowledge or information to form a belief as to the
8 truth of the allegations that the sub-basins are “sufficiently hydrologically connected to justify
9 treating them as a single source of water for purposes of adjudicating the parties’ water rights,”
10 and on that basis, denies, generally and specifically, jointly and severally, each and every other
11 allegation contained therein with respect to that specific allegation. Further answering said
12 Paragraph 22, A. V. United is informed and believe and thereon alleges that some or all of said
13 basins and sub-basins over which the Cross-Defendants’ Properties and water production
14 facilities are situated may be, to some presently unknown extent, separate and independent from
15 some or all of the remaining groundwater basins and sub-basins from which Cross-Complainants
16 produce water and in which Cross-Complainants store water. Further answering said Paragraph
17 22, A. V. United lacks sufficient knowledge or information to form a belief as to the physical
18 locations, compositions, dimensions and hydrologic interconnections between and amongst the
19 various sub-basins, and on that basis, denies, generally and specifically, jointly and severally,
20 each and every allegation contained therein with respect to that specific allegation that the sub-
21 basins are sufficiently hydrologically connected to justify treating them as a single source of
22 water for purposes of adjudicating the parties’ water rights. Further answering said Paragraph
23 22, Cross-Complainants have not alleged any facts from which A. V. United can ascertain the
24 number and location of Cross-Complainants’ production facilities, or the production capacities
25 and histories of Cross-Complainants wells and other water production facilities, and must
26 therefore deny that any present, historic or future production from A. V. United’s facilities have,
27 are, or will have, any adverse impacts on Cross-Complainants’ abilities to meet their reasonable
28 water requirements from their unidentified production facilities. Finally, Cross-Complainants

1 have not alleged any facts from which A. V. United can ascertain the number, location,
2 characteristics and/or capacity of the sub-basins in which Cross-Complainants allege they have
3 stored imported and other water, as well as the amounts, quality and disposition of the water
4 allegedly stored therein, and must therefore deny that any present, historic or future production
5 from A. V. United's facilities have, are having, or will have, any adverse impacts on the waters
6 allegedly stored by some or all of Cross-Complainants in said sub-basins.

7 23. Answering Paragraph 23 of "The History of the Antelope Valley Groundwater
8 Basin" portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on
9 file in the instant action, and with reference to and subject to its denials in Preliminary Statement
10 B, above, A. V. United states that it lacks sufficient knowledge or information to form a belief as
11 to the truth of the allegations contained in said paragraph, and on that basis, denies, generally and
12 specifically, jointly and severally, each and every other allegation contained therein. Further
13 answering said Paragraph 23, A. V. United states that the groundwater basin and/or sub-basins
14 under the Cross-Defendants' Properties do not appear to have suffered a destroyed groundwater
15 level equilibrium or a systematic long-term decline in groundwater levels and storage, but rather
16 appear to experience seasonal water level fluctuations.

17 24. Answering Paragraph 24 of "The History of the Antelope Valley Groundwater
18 Basin" portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on
19 file in the instant action, and with reference to and subject to its denials in Preliminary Statement
20 B, above, A. V. United admits that portion of the second sentence in said Paragraph commencing
21 with the word "urbanization" at line 1 through the word "water" at line 2, all on page 10; and,
22 save and except therefor, lacks sufficient knowledge or information to form a belief as to the
23 truth of the allegations contained in said paragraph, and on that basis, denies, generally and
24 specifically, jointly and severally, each and every other allegation contained therein.

25 25. Answering Paragraph 25 of "The History of the Antelope Valley Groundwater
26 Basin" portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on
27 file in the instant action, and with reference to and subject to its denials in Preliminary Statement
28 B, above, A. V. United lacks sufficient knowledge or information to form a belief as to the truth

1 of the allegations contained in said paragraph, and on that basis, denies, generally and
2 specifically, jointly and severally, each and every other allegation contained therein.

3 26. Answering Paragraph 26 of “The History of the Antelope Valley Groundwater
4 Basin” portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on
5 file in the instant action, and with reference to and subject to its denials in Preliminary Statement
6 B, above, A. V. United admits that land subsidence is the general sinking of the Earth’s surface
7 and that some of the harmful effects of land subsidence can include a loss of groundwater storage
8 space, cracks and fissures in the Earth’s surface and damage to real property; and, save and
9 except therefor, lacks sufficient knowledge or information to form a belief as to the truth of the
10 allegations contained in said paragraph, and on that basis, denies, generally and specifically,
11 jointly and severally, each and every other allegation contained therein. Further answering said
12 Paragraph 26, A. V. United states that the groundwater basin and/or sub-basins under the Cross-
13 Defendants’ Properties appear to have suffered no chronic declines in groundwater levels, and
14 said properties appear to have suffered no land subsidence.

15 27. Answering Paragraph 27 of “The History of the Antelope Valley Groundwater
16 Basin” portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on
17 file in the instant action, and with reference to and subject to its denials in Preliminary Statement
18 B, above, A. V. United admits that declining groundwater levels, diminished groundwater
19 storage and land subsidence can damage any groundwater basin; and, save and except therefor,
20 lacks sufficient knowledge or information to form a belief as to the truth of the allegations
21 contained in said paragraph, and on that basis, denies, generally and specifically, jointly and
22 severally, each and every other allegation contained therein. Further answering said Paragraph
23 27, A. V. United states that the groundwater basin and/or sub-basins under the Cross-
24 Defendants’ Properties appear to have suffered no declines in groundwater levels and no
25 diminished groundwater storage, and the Cross-Defendants’ Properties appear to have suffered
26 no land subsidence.

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**Public Water Suppliers Supplement and Commingle Their
Supplemental Supply of Water With Basin Water**

28. Answering Paragraph 28 of the “Public Water Suppliers Supplement and Commingle Their Supplemental Supply of Water With Basin Water” portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with reference to and subject to its denials in Preliminary Statement B, above, A. V. United admits that State Project water generally originates in Northern California; and save and except therefor, lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies, generally and specifically, jointly and severally, each and every other allegation contained therein.

29. Answering Paragraph 29 of the “Public Water Suppliers Supplement and Commingle Their Supplemental Supply of Water With Basin Water” portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with reference to and subject to its denials in Preliminary Statement B, above, A. V. United lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies, generally and specifically, jointly and severally, each and every other allegation contained therein.

30. Answering Paragraph 30 of the “Public Water Suppliers Supplement and Commingle Their Supplemental Supply of Water With Basin Water” portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with reference to and subject to its denials in Preliminary Statement B, above, A. V. United lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies, generally and specifically, jointly and severally, each and every other allegation contained therein.

The Basin Has Been in a State of Over-Draft for Over Five Years

31. Answering Paragraph 31 of “The Basin Has Been in a State of Over-Draft for Over Five Years” portion of the preliminary allegations to the *Cross-Complaint* of Cross-

1 Complainants on file in the instant action, and with reference to and subject to its denials in
2 Preliminary Statement B, above, A. V. United lacks sufficient knowledge or information to form
3 a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies,
4 generally and specifically, jointly and severally, each and every other allegation contained
5 therein.

6 32. Answering Paragraph 32 of “The Basin Has Been in a State of Over-Draft for
7 Over Five Years” portion of the preliminary allegations to the *Cross-Complaint* of Cross-
8 Complainants on file in the instant action, and with reference to and subject to its denials in
9 Preliminary Statement B, above, A. V. United admits those portions of said Paragraph, as to A.
10 V. United alone and no other, commencing with the word “cross-defendants” on line 24 through
11 the word “water” on line 26, all on page 11; and, save and except therefor, lacks sufficient
12 knowledge or information to form a belief as to the truth of the allegations contained in said
13 paragraph, and on that basis, denies, generally and specifically, jointly and severally, each and
14 every other allegation contained therein.

15 33. Answering Paragraph 33 of “The Basin Has Been in a State of Over-Draft for
16 Over Five Years” portion of the preliminary allegations to the *Cross-Complaint* of Cross-
17 Complainants on file in the instant action, and with reference to and subject to its denials in
18 Preliminary Statement B, above, A. V. United admits those portions of said Paragraph, as to A.
19 V. United alone and no other, commencing with the word “claims” on line 1 through the word
20 “water” on line 2, all on page 12; and, save and except therefor, lacks sufficient knowledge or
21 information to form a belief as to the truth of the allegations contained in said paragraph, and on
22 that basis, denies, generally and specifically, jointly and severally, each and every other
23 allegation contained therein.

24 34. Answering Paragraph 34 of “The Basin Has Been in a State of Over-Draft for
25 Over Five Years” portion of the preliminary allegations to the *Cross-Complaint* of Cross-
26 Complainants on file in the instant action, and with reference to and subject to its denials in
27 Preliminary Statement B, above, A. V. United lacks sufficient knowledge or information to form
28 a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies,

1 generally and specifically, jointly and severally, each and every other allegation contained
2 therein.

3 35. Answering Paragraph 35 of “The Basin Has Been in a State of Over-Draft for
4 Over Five Years” portion of the preliminary allegations to the *Cross-Complaint* of Cross-
5 Complainants on file in the instant action, and with reference to and subject to its denials in
6 Preliminary Statement B, above, A. V. United lacks sufficient knowledge or information to form
7 a belief as to the truth of the allegations contained in said paragraph, and on that basis, denies,
8 generally and specifically, jointly and severally, each and every other allegation contained
9 therein.

10 **There is a Dispute Among the Parties Regarding The Extent and**
11 **Priority of Their Respective Water Rights**

12 36. Answering Paragraph 36 of the “There is a Dispute Among the Parties Regarding
13 the Extent and Priority of Their Respective Water Rights” portion of the preliminary allegations
14 to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with reference to
15 and subject to its denials in Preliminary Statement B, above, A. V. United lacks sufficient
16 knowledge or information to form a belief as to the truth of the allegations contained in said
17 paragraph, and on that basis, denies, generally and specifically, jointly and severally, each and
18 every other allegation contained therein.

19 37. Answering Paragraph 37 of the “There is a Dispute Among the Parties Regarding
20 the Extent and Priority of Their Respective Water Rights” portion of the preliminary allegations
21 to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with reference to
22 and subject to its denials in Preliminary Statement B, above, A. V. United admits those portions
23 of said Paragraph, as to A. V. United alone and no other, commencing with the word “cross-
24 defendants” on line 20 through the word “water” on line 21, all on page 12; and, save and except
25 therefor, lacks sufficient knowledge or information to form a belief as to the truth of the
26 allegations contained in said paragraph, and on that basis, denies, generally and specifically,
27 jointly and severally, each and every other allegation contained therein.

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1 38. Answering Paragraph 38 of the “There is a Dispute Among the Parties Regarding
2 the Extent and Priority of Their Respective Water Rights” portion of the preliminary allegations
3 to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with reference to
4 and subject to its denials in Preliminary Statement B, above, A. V. United admits that public
5 water suppliers generally have appropriative rights to produce water for the public they serve;
6 and, save and except therefor, lacks sufficient knowledge or information to form a belief as to the
7 truth of the allegations contained in said paragraph, and on that basis, denies, generally and
8 specifically, jointly and severally, each and every other allegation contained therein.

9 39. Answering Paragraph 39 of the “There is a Dispute Among the Parties Regarding
10 the Extent and Priority of Their Respective Water Rights” portion of the preliminary allegations
11 to the *Cross-Complaint* of Cross-Complainants on file in the instant action, and with reference to
12 and subject to its denials in Preliminary Statement B, above, A. V. United lacks sufficient
13 knowledge or information to form a belief as to the truth of the allegations contained in said
14 paragraph, and on that basis, denies, generally and specifically, jointly and severally, each and
15 every other allegation contained therein.

16 40. Answering Paragraph 40, including subparagraphs A through D, of the “There is a
17 Dispute Among the Parties Regarding the Extent and Priority of Their Respective Water Rights”
18 portion of the preliminary allegations to the *Cross-Complaint* of Cross-Complainants on file in
19 the instant action, and with reference to and subject to its denials in Preliminary Statement B,
20 above, A. V. United lacks sufficient knowledge or information to form a belief as to the truth of
21 the allegations contained in said paragraph, and on that basis, denies, generally and specifically,
22 jointly and severally, each and every other allegation contained therein.

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1 **First Cause of Action**

2 **(Declaratory Relief – Prescriptive Rights – Against All Cross-Defendants**

3 **Except the United States and Other Public Entity Cross-Defendants)**

4 41. Answering Paragraph 41 of the First Cause of Action of the *Cross-Complaint* of
5 Cross-Complainants on file in the instant action, A. V. United realleges and reincorporates its
6 Preliminary Statements and its answers and allegations to Paragraphs 1 through 40, inclusive.

7 42. Answering Paragraph 42 of the First Cause of Action of the *Cross-Complaint* of
8 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
9 in Preliminary Statement B, above, A. V. United admits those portions of said Paragraph
10 commencing with the word “For” on line 7½ through the word “rights” on line 8½, all on page
11 14; and, save and except therefor, lacks sufficient knowledge or information to form a belief as
12 to the truth of the remaining allegations contained in said paragraph, and on that basis, denies,
13 generally and specifically, jointly and severally, each and every other allegation contained
14 therein.

15 43. Answering Paragraph 43 of the First Cause of Action of the *Cross-Complaint* of
16 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
17 in Preliminary Statement B, above, A. V. United lacks sufficient knowledge or information to
18 form a belief as to the truth of the allegations contained therein, and on that basis, denies,
19 generally and specifically, jointly and severally, each and every allegation contained therein.

20 44. Answering Paragraph 44 of the First Cause of Action of the *Cross-Complaint* of
21 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
22 in Preliminary Statement B, above, A. V. United admits the allegations contained therein.

23 45. Answering Paragraph 45 of the First Cause of Action of the *Cross-Complaint* of
24 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
25 in Preliminary Statement B, above, A. V. United lacks sufficient knowledge or information to
26 form a belief as to the truth of the allegations contained therein, and on that basis, denies,
27 generally and specifically, jointly and severally, each and every allegation contained therein.
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1 denials in Preliminary Statement B, above, A. V. United admits that all uses of water in
2 California are subject to the “reasonable and beneficial” requirements of Article X, Section 2 of
3 the *California Constitution* and the Reasonable Use Doctrine; and, save and except therefor,
4 lacks sufficient knowledge or information to form a belief as to the truth of the allegations
5 contained therein, and on that basis, denies, generally and specifically, jointly and severally, each
6 and every allegation contained therein.

7 51. Answering Paragraph 51 of the Second Cause of Action of the *Cross-Complaint*
8 of Cross-Complainants on file in the instant action, and with reference to and subject to its
9 denials in Preliminary Statement B, above, A. V. United admits the allegations contained in the
10 first sentence thereof; and save and except therefor, lacks sufficient knowledge or information to
11 form a belief as to the truth of the remaining allegations contained in said paragraph, and on that
12 basis, denies, generally and specifically, jointly and severally, each and every other allegation
13 contained therein.

14 52. Answering Paragraph 52 of the Second Cause of Action of the *Cross-Complaint*
15 of Cross-Complainants on file in the instant action, and with reference to and subject to its
16 denials in Preliminary Statement B, above, A. V. United admits the allegations contained therein.

18 **Third Cause of Action**

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

20 53. Answering Paragraph 53 of the Third Cause of Action of the *Cross-Complaint* of
21 Cross-Complainants on file in the instant action, A. V. United realleges and reincorporates its
22 answers and allegations to Paragraphs 1 through 52, inclusive.

23 54. Answering Paragraph 54 of the Third Cause of Action of the *Cross-Complaint* of
24 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
25 in Preliminary Statement B, above, A. V. United admits those portions of said Paragraph
26 commencing with the word “cross-defendants” on line 8½ through the word “pumping” on line
27 10½, all on page 16, as the allegations relates to A. V. United alone and to no others; and, save
28 and except therefor, lacks sufficient knowledge or information to form a belief as to the truth of

1 the allegations contained therein, and on that basis, denies, generally and specifically, jointly and
2 severally, each and every allegation contained therein.

3 55. Answering Paragraph 55 of the Third Cause of Action of the *Cross-Complaint* of
4 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
5 in Preliminary Statement B, above, A. V. United denies, generally and specifically, jointly and
6 severally, each and every allegation contained therein, as the allegations relates to A. V. United
7 alone and to no others. Further answering said Paragraph 55, A. V. United lacks sufficient
8 knowledge or information to form a belief as to the truth of the allegations contained therein, and
9 on that basis, denies, generally and specifically, jointly and severally, each and every allegation
10 contained therein.

11 56. Answering Paragraph 56 of the Third Cause of Action of the *Cross-Complaint* of
12 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
13 in Preliminary Statement B, above, A. V. United admits those portions of said Paragraph
14 commencing with the word "California" on line 22½ through the word "capable" on line 27½, all
15 on page 16, as the allegation relates to A. V. United alone and to no others, and to the extent that
16 the mechanism of a physical solution has the potential for providing a practical solution if it is
17 properly developed and implemented; and excepting therefore, A. V. United lacks sufficient
18 knowledge or information to form a belief as to the truth of the allegations contained therein, and
19 on that basis, denies, generally and specifically, jointly and severally, each and every allegation
20 contained therein.

21 57. Answering Paragraph 57 of the Third Cause of Action of the *Cross-Complaint* of
22 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
23 in Preliminary Statement B, above, A. V. United lacks sufficient knowledge or information to
24 form a belief as to the truth of the allegations contained therein, and on that basis, denies,
25 generally and specifically, jointly and severally, each and every allegation contained therein.
26 Further answering said Paragraph 57, A. V. United admits that a physical solution may, but need
27 not, contain the factors identified in said Paragraph 57.

28

1 **Fourth Cause of Action**

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

3 58. Answering Paragraph 58 of the Fourth Cause of Action of the *Cross-Complaint* of
4 Cross-Complainants on file in the instant action, A. V. United realleges and reincorporates its
5 answers and allegations to Paragraphs 1 through 57, inclusive.

6 59. Answering Paragraph 59 of the Fourth Cause of Action of the *Cross-Complaint* of
7 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
8 in Preliminary Statement B, above, A. V. United admits those portions of said Paragraph
9 commencing with the word “It” on line 17½ through the citation to “*Water Code* § 106” on line
10 19½, all on page 17; and, save and except therefor, lacks sufficient knowledge or information to
11 form a belief as to the truth of the allegations contained therein, and on that basis, denies,
12 generally and specifically, jointly and severally, each and every allegation contained therein.

13 60. Answering Paragraph 60 of the Fourth Cause of Action of the *Cross-Complaint* of
14 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
15 in Preliminary Statement B, above, A. V. United admits that the quote is a portion of “*Water*
16 *Code* § 106.5”; denies that it is the entirety of said Section 106.5; and further denies that it is an
17 accurate reflection of the will and actions of the California Legislature relative to the water rights
18 of a public water supplier.

19 61. Answering Paragraph 61 of the Fourth Cause of Action of the *Cross-Complaint* of
20 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
21 in Preliminary Statement B, above, A. V. United denies, generally and specifically, jointly and
22 severally, each and every allegation contained therein.

23 62. Answering Paragraph 62 of the Fourth Cause of Action of the *Cross-Complaint* of
24 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
25 in Preliminary Statement B, above, A. V. United admits those portions of said Paragraph
26 commencing with the word “An” on line 1 through the word “cross-defendants” on lines 1 and 2,
27 all on page 18; and, save and except therefor, lacks sufficient knowledge or information to form
28

1 a belief as to the truth of the allegations contained therein, and on that basis, denies, generally
2 and specifically, jointly and severally, each and every allegation contained therein.

3 63. Answering Paragraph 63 of the Fourth Cause of Action of the *Cross-Complaint* of
4 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
5 in Preliminary Statement B, above, A. V. United admits the allegations contained therein.

6
7 **Fifth Cause of Action**

8 **(Declaratory Relief – Storage of Imported Water – Against All Cross-Defendants)**

9 64. Answering Paragraph 64 of the Fifth Cause of Action of the *Cross-Complaint* of
10 Cross-Complainants on file in the instant action, A. V. United realleges and reincorporates its
11 answers and allegations to Paragraphs 1 through 63, inclusive.

12 65. Answering Paragraph 65 of the Fifth Cause of Action of the *Cross-Complaint* of
13 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
14 in Preliminary Statement B, above, A. V. United admits those portions of said Paragraph
15 commencing with the first word “State” on line 19½ through the word “Basin” on line 20½, all
16 on page 18; and, save and except therefor, lacks sufficient knowledge or information to form a
17 belief as to the truth of the allegations contained therein, and on that basis, denies, generally and
18 specifically, jointly and severally, each and every allegation contained therein.

19 66. Answering Paragraph 66 of the Fifth Cause of Action of the *Cross-Complaint* of
20 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
21 in Preliminary Statement B, above, A. V. United lacks sufficient knowledge or information to
22 form a belief as to the truth of the allegations contained therein, and on that basis, denies,
23 generally and specifically, jointly and severally, each and every allegation contained therein.

24 67. Answering Paragraph 67 of the Fifth Cause of Action of the *Cross-Complaint* of
25 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
26 in Preliminary Statement B, above, A. V. United lacks sufficient knowledge or information to
27 form a belief as to the truth of the allegations contained therein, and on that basis, denies,
28 generally and specifically, jointly and severally, each and every allegation contained therein.

1 68. Answering Paragraph 68 of the Fifth Cause of Action of the *Cross-Complaint* of
2 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
3 in Preliminary Statement B, above, A. V. United admits those portions of said Paragraph
4 commencing with the word “An” on line 7 through the word “cross-defendants” on lines 7 and 8,
5 all on page 19; re-alleges and re-incorporates its answers to Paragraphs 1 through 39 of the
6 *Cross-Complaint* of Cross-Complainants on file in the instant action; and, save and except
7 therefor, lacks sufficient knowledge or information to form a belief as to the truth of the
8 allegations contained therein, and on that basis, denies, generally and specifically, jointly and
9 severally, each and every allegation contained therein.

10 69. Answering Paragraph 69 of the Fifth Cause of Action of the *Cross-Complaint* of
11 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
12 in Preliminary Statement B, above, A. V. United admits the allegations contained therein.

13
14 **Sixth Cause of Action**

15 **(Declaratory Relief – Recapture of Return Flows**

16 **from Imported Water Stored in the Basin – Against All Cross-Defendants)**

17 70. Answering Paragraph 70 of the Sixth Cause of Action of the *Cross-Complaint* of
18 Cross-Complainants on file in the instant action, A. V. United realleges and reincorporates its
19 answers and allegations to Paragraphs 1 through 69, inclusive.

20 71. Answering Paragraph 71 of the Sixth Cause of Action of the *Cross-Complaint* of
21 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
22 in Preliminary Statement B, above, A. V. United lacks sufficient knowledge or information to
23 form a belief as to the truth of the allegations contained therein, and on that basis, denies,
24 generally and specifically, jointly and severally, each and every allegation contained therein.

25 72. Answering Paragraph 72 of the Sixth Cause of Action of the *Cross-Complaint* of
26 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
27 in Preliminary Statement B, above, A. V. United lacks sufficient knowledge or information to
28

1 form a belief as to the truth of the allegations contained therein, and on that basis, denies,
2 generally and specifically, jointly and severally, each and every allegation contained therein.

3 73. Answering Paragraph 73 of the Sixth Cause of Action of the *Cross-Complaint* of
4 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
5 in Preliminary Statement B, above, A. V. United lacks sufficient knowledge or information to
6 form a belief as to the truth of the allegations contained therein, and on that basis, denies,
7 generally and specifically, jointly and severally, each and every allegation contained therein.

8 74. Answering Paragraph 74 of the Sixth Cause of Action of the *Cross-Complaint* of
9 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
10 in Preliminary Statement B, above, A. V. United admits those portions of said Paragraph
11 commencing with the word “An” on line 6 through the word “cross-defendants” on lines 6 and 7,
12 all on page 20; re-alleges and re-incorporate its answers to Paragraphs 1 through 43 of the *Cross-*
13 *Complaint* of Cross-Complainants on file in the instant action; and, save and except therefor,
14 lacks sufficient knowledge or information to form a belief as to the truth of the allegations
15 contained therein, and on that basis, denies, generally and specifically, jointly and severally, each
16 and every allegation contained therein.

17 75. Answering Paragraph 75 of the Sixth Cause of Action of the *Cross-Complaint* of
18 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
19 in Preliminary Statement B, above, A. V. United admits the allegations contained therein.

20 21 **Seventh Cause of Action**

22 **(Unreasonable Use of Water – Against All Cross-Defendants**

23 **Except Public Entity Cross-Defendants)**

24 76. Answering Paragraph 76 of the Seventh Cause of Action of the *Cross-Complaint*
25 of Cross-Complainants on file in the instant action, A. V. United realleges and reincorporates its
26 answers and allegations to Paragraphs 1 through 76, inclusive.

27 77. Answering Paragraph 77 of the Seventh Cause of Action of the *Cross-Complaint*
28 of Cross-Complainants on file in the instant action, and with reference to and subject to its

1 denials in Preliminary Statement B, above, A. V. United admits those portions of said Paragraph
2 commencing with the first word “The” on line 20½ through the word “case” on line 23½, all on
3 page 20; and, save and except therefor, lacks sufficient knowledge or information to form a
4 belief as to the truth of the allegations contained therein, and on that basis, denies, generally and
5 specifically, jointly and severally, each and every allegation contained therein.

6 78. Answering Paragraph 78 of the Seventh Cause of Action of the *Cross-Complaint*
7 of Cross-Complainants on file in the instant action, and with reference to and subject to its
8 denials in Preliminary Statement B, above, A. V. United denies, generally and specifically,
9 jointly and severally, each and every allegation contained therein, as for itself and for no others;
10 and, save and except therefor, lacks sufficient knowledge or information to form a belief as to the
11 truth of the allegations contained therein as to the other named cross-defendants, and on that
12 basis, denies, generally and specifically, jointly and severally, each and every allegation
13 contained therein.

14 79. Answering Paragraph 79 of the Seventh Cause of Action of the *Cross-Complaint*
15 of Cross-Complainants on file in the instant action, and with reference to and subject to its
16 denials in Preliminary Statement B, above, A. V. United admits those portions of said Paragraph
17 commencing with the word “An” on line 4 through the word “cross-defendants” on lines 4 and 5,
18 all on page 21; re-alleges and re-incorporate its answers to Paragraphs 1 through 43 of the *Cross-*
19 *Complaint* of Cross-Complainants on file in the instant action; and, save and except therefor,
20 lacks sufficient knowledge or information to form a belief as to the truth of the allegations
21 contained therein, and on that basis, denies, generally and specifically, jointly and severally, each
22 and every allegation contained therein.

23 80. Answering Paragraph 80 of the Seventh Cause of Action of the *Cross-Complaint*
24 of Cross-Complainants on file in the instant action, and with reference to and subject to its
25 denials in Preliminary Statement B, above, A. V. United admits the allegations contained therein.

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1 **Note:** There are no paragraphs numbered 81 through 90 in the copies of the *Cross-*
2 *Complaint of Cross-Complainants* on file in the instant action that were served on A. V.
3 **United.**

4
5 **Eighth Cause of Action**

6 **(Declaratory Relief re Boundaries of Basin)**

7 91. Answering Paragraph 91 of the Eighth Cause of Action of the *Cross-Complaint* of
8 Cross-Complainants on file in the instant action, A. V. United realleges and reincorporates its
9 answers and allegations to Paragraphs 1 through 80, inclusive.

10 92. Answering Paragraph 92 of the Eighth Cause of Action of the *Cross-Complaint* of
11 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
12 in Preliminary Statement B, above, A. V. United admits those portions of said Paragraph
13 commencing with the word “An” on line 17½ through the word “Basin” on line 19½, all on page
14 21; re-alleges and re-incorporate its answers to Paragraphs 1 through 38 of the *Cross-Complaint*
15 of Cross-Complainants on file in the instant action; and, save and except therefor, lacks sufficient
16 knowledge or information to form a belief as to the truth of the allegations contained therein, and
17 on that basis, denies, generally and specifically, jointly and severally, each and every allegation
18 contained therein.

19 93. Answering Paragraph 93 of the Eighth Cause of Action of the *Cross-Complaint* of
20 Cross-Complainants on file in the instant action, and with reference to and subject to its denials
21 in Preliminary Statement B, above, A. V. United admits the allegations contained therein.

22
23 **AFFIRMATIVE DEFENSES**

24 As and for affirmative defenses to the causes of action purported to be set forth against it
25 in the *Cross-Complaint* of Cross-Complainants on file in the instant action, A. V. United alleges
26 as follows:

1 **FIRST AFFIRMATIVE DEFENSE**

2 (Failure to State Cause of Action)

3 As and for a first, separate and affirmative defense to said *Cross-Complaint*, and each
4 cause of action thereof, whether considered separately or apart, A. V. United alleges that the
5 *Cross-Complaint*, and each cause of action thereof, fails to state a cause of action against A. V.
6 United upon which the Court can grant relief.

7
8 **SECOND AFFIRMATIVE DEFENSE**

9 (Estoppel)

10 As and for a second, separate and affirmative defense to said *Cross-Complaint*, and each
11 cause of action thereof, whether considered separately or apart, A. V. United is informed and
12 believes, and on that basis alleges, that Cross-Complainants are estopped from asserting each and
13 every cause of action against A. V. United by reason of the facts that, there are a number of
14 groundwater basins and sub-basins situated in that portion of the State of California generally
15 described in the *Cross-Complaint* as the Antelope Valley Groundwater Basin; that the physical
16 locations, composition, dimensions and interconnections between and amongst those
17 groundwater basins and sub-basins has not been sufficiently alleged by Cross-Complainants to
18 state a cause of action against A. V. United; that some or all of said basins and sub-basins over
19 which A. V. United's Properties, and water production facilities are situated may be, to some
20 presently unknown extent, separate and independent from some or all of the remaining
21 groundwater basins and sub-basins; and that Cross-Complainants have failure to specifically
22 identify the locations of each and every of the wells that they alleges to have drilled, equipped,
23 operated and maintained.

24 **THIRD AFFIRMATIVE DEFENSE**

25 (Reasonable and Beneficial Use)

26 As and for a third, separate and affirmative defense to said *Cross-Complaint*, and each
27 cause of action thereof, whether considered separately or apart, A. V. United alleges that Cross-
28 Complainants' use of water, both presently and in the future, is limited by the reasonable and

1 beneficial use limitations set forth in Article X, Section 2 of the *California Constitution* and
2 *Water Code* § 100.

3
4 **FOURTH AFFIRMATIVE DEFENSE**

5 (Riparian Rights)

6 As and for a fourth, separate and affirmative defense to said *Cross-Complaint*, and each
7 cause of action thereof, whether considered separately or apart, A. V. United claims riparian
8 rights to produce water from any and all surface bodies of water, and the underflow of the same,
9 which water bodies are situated upon or adjacent to A. V. United's Properties, consistent with the
10 provisions of *Water Code* § 101; and to that extent, A. V. United alleges that Cross-
11 Complainants are barred from the relief sought on each and every cause of action against A. V.
12 United.

13
14 **FIFTH AFFIRMATIVE DEFENSE**

15 (Appropriative Rights)

16 As and for a fifth, separate and affirmative defense to said *Cross-Complaint*, and each
17 cause of action thereof, whether considered separately or apart, A. V. United claims the
18 appropriative rights to produce water from the basins and sub-basins over which A. V. United's
19 Properties and water production facilities are situated; and, to the extent that the basins and sub-
20 basins over which Cross-Complainants' water production facilities are situated are separate and
21 independent from the basins and sub-basins over which A. V. United's Properties and water
22 production facilities are situated, A. V. United alleges that Cross-Complainants are barred from
23 the relief sought on each and every cause of action against A. V. United.

24
25 **SIXTH AFFIRMATIVE DEFENSE**

26 (Permitted Rights to Extract)

27 As and for a sixth, separate and affirmative defense to said *Cross-Complaint*, and each
28 cause of action thereof, whether considered separately or apart, A. V. United alleges that they

1 have permitted rights to extract water from the basins and sub-basins over which A. V. United's
2 Properties and water production facilities are situated, with the Division of Water Rights of the
3 State Water Resources Control Board for the State of California.

4
5 **SEVENTH AFFIRMATIVE DEFENSE**

6 (Waiver)

7 As and for a seventh, separate and affirmative defense to said *Cross-Complaint*, and each
8 cause of action thereof, whether considered separately or apart, A. V. United alleges that even if
9 the facts alleged in the *Cross-Complaint* are true, and A. V. United denies the same, Cross-
10 Complainants have engaged in conduct and activities that it knew or should have known that A.
11 V. United would, in fact, rely on to its prejudice and detriment, sufficient to constitute a waiver
12 of any claims and demands against A. V. United; and, accordingly, Cross-Complainants are
13 barred from the relief sought on each and every cause of action against A. V. United.

14
15 **EIGHTH AFFIRMATIVE DEFENSE**

16 (Failure to Mitigate Damages)

17 As and for an eighth, separate and affirmative defense to said *Cross-Complaint*, and each
18 cause of action thereof, whether considered separately or apart, A. V. United is informed and
19 believes and on that basis alleges that Cross-Complainants failed to take reasonable, prudent, and
20 necessary steps to diminish, control and/or mitigate the damages allegedly suffered by Cross-
21 Complainants, if any.

22
23 **NINTH AFFIRMATIVE DEFENSE**

24 (Failure to Do Equity)

25 As and for a ninth, separate and affirmative defense to said *Cross-Complaint*, and each
26 cause of action thereof, whether considered separately or apart, A. V. United is informed and
27 believes and on that basis alleges that Cross-Complainants' ability to obtain relief as prayed in
28

1 the *Cross-Complaint* is or may be limited by reason of Cross-Complainants' failure to do equity
2 in the matters alleged in the *Cross-Complaint* filed herein.

3
4 **TENTH AFFIRMATIVE DEFENSE**

5 (Comparative Fault)

6 As and for a tenth, separate and affirmative defense to said *Cross-Complaint*, and each
7 cause of action thereof, whether considered separately or apart, A. V. United is informed and
8 believes and on that basis alleges that Cross-Complainants failed to exercise ordinary care,
9 caution and prudence in connection with its water production and the use of water by its
10 customers; and that Cross-Complainants' lacks of care, caution and prudence was independent of
11 and unrelated to the actions, if any, of A. V. United; and to that extent, Cross-Complainants'
12 production and uses are unreasonable and beneficial, and Cross-Complainants' remedies and
13 recovery, if any, should be proportionately reduced.

14
15 **ELEVENTH AFFIRMATIVE DEFENSE**

16 (Doctrine of Laches)

17 As and for an eleventh, separate and affirmative defense to said *Cross-Complaint*, and
18 each cause of action thereof, whether considered separately or apart, A. V. United alleges that
19 some of Cross-Complainants' claims are barred by the doctrine of laches.

20
21 **TWELFTH AFFIRMATIVE DEFENSE**

22 (Excuse)

23 As and for a twelfth, separate and affirmative defense to said *Cross-Complaint*, and each
24 cause of action thereof, whether considered separately or apart, A. V. United alleges that any
25 purported misconduct on its part, which is denied but alleged herein solely for the purpose of
26 asserting this affirmative defense, has been excused by some or all of Cross-Complainants' own
27 misconduct.

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THIRTEENTH AFFIRMATIVE DEFENSE

(Justification)

As and for a thirteenth separate and affirmative defense to said *Cross-Complaint*, and each cause of action thereof, whether considered separately or apart, A. V. United alleges that A. V. United’s production and use of water is and has been justified.

FOURTEENTH AFFIRMATIVE DEFENSE

(Good Faith)

As and for a fourteenth, separate and affirmative defense to said *Cross-Complaint*, and each cause of action thereof, whether considered separately or apart, A. V. United alleges a good faith belief that they had the rights to produce and use water they have produced and used.

FIFTEENTH AFFIRMATIVE DEFENSE

(Lacks of Good Faith)

As and for a fifteenth, separate and affirmative defense to said *Cross-Complaint*, and each cause of action thereof, whether considered separately or apart, A. V. United alleges that some or all of Cross-Complainants failed to act in good faith and to deal fairly with A. V. United and on that basis, Cross-Complainants are precluded from obtaining some or all of the relief sought in its *Cross-Complaint*.

SIXTEENTH AFFIRMATIVE DEFENSE

(Statute of Limitations)

As and for a sixteenth, separate and affirmative defense to said *Cross-Complaint*, and each cause of action thereof, whether considered separately or apart, A. V. United alleges that Cross-Complainants’ claims, and each of them, are barred by the applicable statute of limitation provisions of the *Code of Civil Procedure*.

///
///

1 **SEVENTEENTH AFFIRMATIVE DEFENSE**

2 (Additional Affirmative Defenses)

3 As and for a seventeenth, separate and affirmative defense to said *Cross-Complaint*, and
4 each cause of action thereof, whether considered separately or apart, A. V. United is informed
5 and believes and on that basis alleges that they may have additional affirmative defenses
6 available of which A. V. United is not fully aware at the present time. A. V. United reserves the
7 right to assert additional affirmative defenses after the same have been ascertained.

8
9 **WHEREFORE, A. V. United prays as follows:**

- 10 1. That Cross-Complainants take nothing by their *Cross-Complaint*, and that it be
11 dismissed with prejudice;
- 12 2. For attorneys' fees as authorized by law;
- 13 3. For costs of suit herein incurred; and
- 14 4. For such other and further relief as the Court deems just and proper.

15
16 Dated: February _16, 2012.

GRESHAM SAVAGE NOLAN & TILDEN,
A Professional Corporation

17
18
19 By: 

20 Michael Duane Davis
21 Marlene L. Allen-Hammarlund
22 Attorneys for Cross-Defendants,
23 A. V. United Mutual Group
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I am employed in the County of Riverside, State of California. I am over the age of 18 years and not a party to the within action; my business address is: 3750 University Avenue, Suite 250, Riverside, CA 92501-3335.

(X) **BY ELECTRONIC SERVICE** – I posted the document(s) listed above to the Santa Clara County Superior Court website, <http://www.scefiling.org>, in the action of the Antelope Valley Groundwater Cases,

Honorable Jack Komar
Santa Clara County Superior Court
191 North First Street, Dept. 17C
San Jose, CA 95113

Superior Court of California **[Original Documents to be filed at this location]**
County of Los Angeles
Stanley Mosk Courthouse, Dept. 1, Room 534
111 North Hill Street
Los Angeles, CA 90012

Executed on February 16, 2012, at Riverside, California.

Dina M. Snider
DINA M. SNIDER