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Side Park Mutual Water Co., Shadow Acres Mutual Water Co., Antelope Park Mutual Water  
6 Co., Averydale Mutual Water Co., Sundale Mutual Water Co., Evergreen Mutual Water Co.,  
Aqua J Mutual Water Co., Bleigh Flat Mutual Water Co., Colorado Mutual Water Co.,  
7 Sunnyside Farms Mutual Water Co., **collectively known as A.V. United Mutual Group**

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

11 **ANTELOPE VALLEY**  
12 **GROUNDWATER CASES**

13 Included Actions:

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

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

18 Wm. Bolthouse Farms, Inc. v. City of  
Lancaster, Diamond Farming Co. v. City of  
19 Lancaster, Diamond Farming Co. v.  
Palmdale Water Dist., Superior Court of  
20 California, County of Riverside, Case Nos.:  
RIC 353 840, RIC 344 436, RIC 344 668  
21

22 White Fence Farms Mutual Water Co. Inc.;  
El Dorado Mutual Water Co.; West Side  
23 Park Mutual Water Co.; Shadow Acres  
Mutual Water Co.; Antelope Park Mutual  
24 Water Co.; Averydale Mutual Water Co.;  
Sundale Mutual Water Co.; Evergreen  
25 Mutual Water Co.; Aqua J Mutual Water  
Co.; Bleigh Flat Mutual Water Co.;  
26 Colorado Mutual Water Co.; Sunnyside  
Farms Mutual Water Co.; **collectively**  
27 **known as A.V. United Mutual Group,**

Judicial Council Coordination Proceeding  
No. 4408

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

28 **CROSS-COMPLAINT OF A.V. UNITED**  
**MUTUAL GROUP AGAINST PURVEYORS**  
**FOR:**

- 1) **Declaratory Relief, Water Rights;**
- 2) **Injunctive Relief, Water Rights;**
- 3) **Declaratory Relief, Return Flows;**
- 4) **Declaratory Relief, Physical Solution;**
- 5) **Injunctive Relief, Physical Solution.**

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Cross-Complainants,

v.

California Water Service Company; City of Lancaster; City of Palmdale; Littlerock Creek Irrigation District; Los Angeles County Water Works District No. 40; Palmdale Water District; Rosamond Community Services District; Palm Ranch Irrigation District; and Quartz Hill Water District; and ZOES 1-200, inclusive,

Cross-Defendants.

Cross-Complainants A.V. United Mutual Group (“AVUMG”) allege against Cross-Defendants California Water Service Company, City of Lancaster, City of Palmdale, Littlerock Creek Irrigation District, Los Angeles County Water Works District No. 40, Palmdale Water District, Rosamond Community Services District, Palm Ranch Irrigation District, and Quartz Hill Water District (“collectively referred to herein as “Purveyors”), and ZOES 1-200, inclusive, as follows:

**GENERAL ALLEGATIONS**

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

2. Cross-Complainants herein, White Fence Farms Mutual Water Co. Inc., El Dorado Mutual Water Co., West Side Park Mutual Water Co., Shadow Acres Mutual Water Co., Antelope Park Mutual Water Co., Averydale Mutual Water Co., Sundale Mutual Water Co., Evergreen Mutual Water Co., Aqua J Mutual Water Co., Bleigh Flat Mutual Water Co., Colorado Mutual Water Co., Sunnyside Farms Mutual Water Co., collectively known as A.V. United Mutual Group (“AVUMG”), are mutual water companies whose shareholders are owners of land in the Antelope Valley. Each Cross-Complainant holds a beneficial right to the shareholders’ interest in ground water within the geographic boundaries of the Antelope Valley

1 Ground Water Basin (“Basin”). The Cross-Complainants have historically pumped water from  
2 beneath the shareholders land for the shareholders use.

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

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

9 5. Cross-Complainants are informed and believe and thereon allege that City of  
10 Palmdale is a municipal corporation located within the County of Los Angeles.

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

14 7. Cross-Complainants are informed and believe and thereon allege that Los Angeles  
15 County Waterworks District No. 40 is a public agency governed by the Los Angeles County  
16 Board of Supervisors operating under Division 16 of the California Water Code. Los Angeles  
17 County Waterworks District No. 40 was established on November 4, 1993 to provide water  
18 service to the public within the Basin.

19 8. Cross-Complainants are informed and believe and thereon allege that Palmdale  
20 Water District was formed as a public irrigation district in 1918 and operates under Division 11  
21 of the California Water Code and is producing water from the Basin and selling it to its  
22 customers.

23 9. Cross-Complainants are informed and believe and thereon allege that Rosamond  
24 Community Services District is a county water district voted into being in 1966, and operating  
25 under Division 12 of the California Water Code to provide water for domestic use and irrigation,  
26 among other things.

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

3 11. Cross-Complainants are informed and believe and thereon allege that Quartz Hill  
4 Water District is a county water district organized and operating under Division 12 of the  
5 California Water Code and is producing water from the Basin and selling it to its customers.

6 12. Cross-Complainants are ignorant of the true names and capacities of Cross-  
7 Defendants sued herein as ZOES 1-200, inclusive, and therefore sue these Cross-Defendants by  
8 such fictitious names. Cross-Complainants will amend this Cross-Complaint to allege their true  
9 names and capacities when ascertained. References to "Purveyors" in this Cross-Complaint also  
10 refer to all Cross-Defendants sued under such fictitious names.

### 11 **FACTUAL ALLEGATIONS**

12 13. The Antelope Valley is located in northern Los Angeles County and the  
13 southeastern portion of Kern County, California. The Antelope Valley comprises the western tip  
14 of the Mojave Desert, opening up to the Victor Valley and the Great Basin to the east. The  
15 Antelope Valley is a desert ecosystem which spans approximately 2,200 square miles. Human  
16 water use in the Antelope Valley depends mainly on pumping of groundwater from the valley's  
17 aquifers and the importing of additional water. Cross-Complainants herein acquire water both by  
18 pumping underlying groundwater and purchasing imported water to supplement the pumped  
19 water.

20 14. Cross-Complainants are informed and believe and thereon allege that Purveyors  
21 began pumping appropriated surplus water from the Basin to provide water for their municipal,  
22 industrial, or other water customers, which was initially lawful and did not immediately nor  
23 prospectively invade or impair any overlying rights.

24 15. However, since the initial pumping began, with the expanded population growth  
25 of the Antelope Valley, Purveyors have dramatically increased their demand for water, which  
26 created a potential for damages to the water supply. Despite the potential for damages to the  
27 water supply, Purveyors have continued the act of pumping.



1 **FIRST CAUSE OF ACTION**

2 **(Declaratory Relief; Water Rights)**

3 **(Against all Cross-Defendants and Zoes 1-200, inclusive)**

4 22. Cross-Complainants reallege and incorporate by reference paragraphs 1 through  
5 21 of this Cross-Complaint as though fully set forth herein.

6 23. An actual controversy has arisen between Cross-Complainants and each of the  
7 Cross-Defendants as to the nature, extent and priority of each party's right to produce  
8 groundwater from the Basin. As mutual water companies whose shareholders are overlying  
9 landowners, Cross-Complainants allege that their water rights are superior in priority to those of  
10 any of Cross-Defendants, and that they have preserved and maintained their priority rights to the  
11 use of groundwater.

12 24. Cross-Complainants are informed and believe and thereon allege that Cross-  
13 Defendants dispute these contentions.

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

18 **SECOND CAUSE OF ACTION**

19 **(Injunctive Relief; Water Rights)**

20 **(Against all Cross-Defendants and Zoes 1-200, inclusive)**

21 26. Cross-Complainants reallege and incorporate by reference paragraphs 1 through  
22 25 of this Cross-Complaint as though fully set forth herein.

23 27. In their First-Amended Cross-Complaint, Cross-Defendants allege that they  
24 produce more water from the Basin than they have a right to produce. If allowed to continue,  
25 this production in excess of rights will interfere with the right of Cross-Complainants to produce  
26 groundwater and will cause injury to Cross-Complainants.

27 28. Cross-Complainants have no adequate remedy at law.



1 **FOURTH CAUSE OF ACTION**

2 **(Declaratory Relief; Physical Solution)**

3 **(Against all Cross-Defendants and Zoes 1-200, inclusive)**

4 37. Cross-Complainants reallege and incorporate by reference paragraphs 1 through  
5 36 of this Cross-Complaint as though fully set forth herein.

6 38. Cross-Complainants contend that Cross-Defendants, who are seeking an  
7 injunction/physical solution, must prove common law overdraft, the nature and extent of all  
8 pumping occurring in the Antelope Valley, appropriative *inter se* priority rights, the rights of all  
9 groundwater producers in the Antelope Valley and a legal basis for an injunction against parties  
10 holding inferior rights based upon the California groundwater allocation priority system.

11 39. Cross-Complainants seek a declaration and judicial determination as to the  
12 validity of their contentions, and that a physical solution shall be implemented.

13 **FIFTH CAUSE OF ACTION**

14 **(Injunctive Relief; Physical Solution)**

15 **(Against all Cross-Defendants and Zoes 1-200, inclusive)**

16 40. Cross-Complainants reallege and incorporate by reference paragraphs 1 through  
17 39 of this Cross-Complaint as though fully set forth herein.

18 41. Cross-Complainants contend that if water cutbacks are necessary, appropriative  
19 users must be cutback first to prevent continuing common law overdraft. To the extent Cross-  
20 Defendants prove that common law overdraft exists, Cross-Complainants request the Court  
21 enjoin parties holding inferior appropriative rights from pumping and/or that the Court impose a  
22 physical solution on appropriators to prevent continuing common law overdraft.

23 **WHEREFORE**, Cross-Complainants pray that judgment be entered as follows:

- 24 1. For a judgment against Cross-Defendants;
- 25 2. For a declaration of Cross-Complainants rights to pump and reasonable use  
26 groundwater underlying the shareholders' property;
- 27 3. If the Court determines based upon the Cross-Defendants' basin-wide

1 adjudication that the groundwater basin is in common law overdraft, for an injunction and/or a  
2 physical solution cutting back appropriative water use to prevent continuing common law  
3 overdraft;

4 4. For continuing jurisdiction of the Court to litigate disputes as necessary in the  
5 future consistent with the Court judgment herein and consistent with California water law;

6 5. For a declaration that no party hereto may hereinafter obtain prescriptive rights  
7 against any other party to this action and that all parties will act in conformance with the terms of  
8 any such judgment;

9 6. For a judgment for Cross-Complainants for all available remedies to secure and  
10 protect Cross-Complainants' continuing overlying water rights;

11 7. For an award or reasonable attorneys' fees and costs of suit; and

12 8. For such other and further relief as the Court deems just and proper.

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14 Dated: May 3, 2007

**COVINGTON & CROWE, LLP**

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By: 

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ROBERT E. DOUGHERTY

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WILLIAM A. HAUCK

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Attorneys for Cross-Defendants and Cross-Complainants A.V. United Mutual Group

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2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

4 I am employed in the County of San Bernardino, State of California. I am over the  
5 age of 18 and not a party to the within action; my business address is Covington & Crowe,  
6 LLP, 1131 West Sixth Street, Suite 300, Ontario, California 91762.

7 On **May 3, 2007**, I served the foregoing document described as **CROSS-COMPLAINT**  
8 **OF A.V. UNITED MUTUAL GROUP AGAINST PURVEYORS FOR: 1) Declaratory Relief,**  
9 **Water Rights; 2) Injunctive Relief, Water Rights; 3) Declaratory Relief, Return Flows;**  
10 **4) Declaratory Relief, Physical Solution; 5) Injunctive Relief, Physical Solution** on the  
11 interested parties in this action:

12  by posting the document listed above to the Santa Clara County Superior Court e-  
13 filing website under the Antelope Valley Groundwater matter pursuant to the Court's  
14 Order dated October 27, 2005.

15  by placing  the original  a true copy thereof enclosed in a sealed envelope  
16 addressed as follows:

17  **BY MAIL**

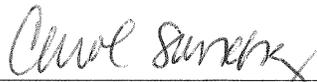
18  \* I deposited such envelope in the mail at Ontario, California. The envelope was  
19 mailed with postage thereon fully prepaid.

20  As follows: I am "readily familiar" with the firm's practice of collection and  
21 processing correspondence for mailing. Under that practice it would be deposited with U.S.  
22 Postal Service on that same day with postage thereon fully prepaid at Ontario, California, in  
23 the ordinary course of business. I am aware that on motion of the party served, service is  
24 presumed invalid if postal cancellation date or postage meter date is more than one day after  
25 date of deposit for mailing in affidavit.

26  **BY PERSONAL SERVICE** I delivered such envelope by hand to the offices of the  
27 addressee.

28 I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.

Executed on **May 3, 2007**, at Ontario, California.

  
\_\_\_\_\_  
**CAROL SANCHEZ**