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Tejon Ranchcorp

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANTELOPE VALLEY)	Judicial Council Coordination Proceeding No.
GROUNDWATER CASES)	4408
Included Actions:)	
Los Angeles County Waterworks District No. 40)	Assigned to The Honorable Jack Komar
v. Diamond Farming Co., Superior Court of)	
California, County of Los Angeles, Case No. BC)	ANSWER OF TEJON RANCHCORP TO ALL
325 201; Los Angeles County Waterworks)	CROSS-COMPLAINTS
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., Superior Court of)	
California, County of Riverside, Case Nos. RIC)	
353840, RIC 344436, RIC 344668)	

Tejon Ranchcorp hereby answers all cross-complaints against it, including without limitation: the past and future Cross-complaints of the "Municipal Purveyors", the Cross-complaint of Antelope Valley-East Kern Water Agency, the Cross-complaint of Sanitation Districts 14 and 20 of Los Angeles County, and all cross-complaints hereafter filed that name Tejon Ranchcorp as a cross-defendant.

GENERAL DENIAL

1. Pursuant to Code of Civil Procedure §§ 431.30(d), Tejon Ranchcorp hereby generally denies each and every allegation set forth in the Cross-Complaint, and the whole thereof, and further denies that cross-complainant is entitled to any relief against Tejon Ranchcorp.

1 **AFFIRMATIVE DEFENSES**

2 **First Affirmative Defense**

3 (Failure to State a Cause of Action)

4 2. The Cross-Complaint and every purported cause of action contained therein fail to
5 allege facts sufficient to constitute a cause of action against cross-defendant Tejon Ranchcorp.

6 **Second Affirmative Defense**

7 (Uncertainty as to Basin Boundaries)

8 3. Each and every cause of action of the Cross-Complaint is defective and uncertain
9 in that it fails to delineate the lateral or vertical boundaries of the groundwater basin that cross-
10 complainant refers to as the "Antelope Valley Groundwater Basin." Therefore, it is impossible to
11 determine from the Cross-Complaint the extent of the water rights claimed by cross-complainant or the
12 extent of the lands included within the groundwater basin.

13 **Third Affirmative Defense**

14 (Uncertainty re Claimed Water Rights)

15 4. Each and every cause of action of the Cross-Complaint is defective and uncertain
16 in that it cannot be ascertained therefrom the nature or extent of the water rights that cross-complainant
17 is claiming for itself, and the nature and extent of the water rights that Waterworks asserts are being
18 claimed by cross-defendant Tejon Ranchcorp and the other cross-defendants.

19 **Fourth Affirmative Defense**

20 (Statutes of Limitation)

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

24 **Fifth Affirmative Defense**

25 (Unjust Enrichment)

26 6. Cross-complainant is not entitled to any relief, as the recovery sought by cross-
27 complainant would cause unjust enrichment.
28

1 **Sixth Affirmative Defense**

2 (Laches)

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

5 **Seventh Affirmative Defense**

6 (Estoppel)

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

9 **Eighth Affirmative Defense**

10 (Waiver)

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

13 **Ninth Affirmative Defense**

14 (Unclean Hands)

15 10. The Cross-Complaint, and each and every cause of action contained therein, is
16 barred by the doctrine of unclean hands.

17 **Tenth Affirmative Defense**

18 (Civil Code § 1009)

19 11. Each and every cause of action contained in the Cross-Complaint is barred in
20 whole or in part by Section 1009 of the California Civil Code.

21 **Eleventh Affirmative Defense**

22 (Indispensable and/or Necessary Party)

23 12. The entire Cross-Complaint is barred by Code of Civil Procedure Section 389 on
24 the ground that cross-complainant failed to name and join indispensable and/or necessary parties, e.g.,
25 other producers of water in the groundwater basin.

26 **Twelfth Affirmative Defense**

27 (Not Ripe)

28 13. Each and every cause of action contained in the Cross-Complaint is barred in

1 whole or in part because cross-complainant's claims are not ripe for adjudication.

2 **Thirteenth Affirmative Defense**

3 (Adequate Legal Remedy)

4 14. Cross-complainant's claim for equitable relief is barred because cross-
5 complainant has adequate legal remedies for its injuries, if any, resulting from the actual or threatened
6 conduct of cross-defendant Tejon Ranchcorp.

7 **Fourteenth Affirmative Defense**

8 (No legally cognizable damages)

9 15. Cross-complainant is not entitled to any relief, as it has not suffered any actual or
10 legally cognizable injuries or damages caused by cross-defendant Tejon Ranchcorp.

11 **Fifteenth Affirmative Defense**

12 (Defective Claim of Prescriptive Rights)

13 16. The Cross-Complaint is defective and uncertain in that it asserts prescriptive
14 rights but (a) it fails to state when the alleged prescriptive period, if any, commenced and ended; (b) it
15 fails to allege the specific amount of water which cross-complainant continuously pumped for a period
16 of five consecutive years during the alleged prescriptive period; (c) it fails to allege the manner in which
17 cross-complainant pumped water from the groundwater basin under a "claim of right"; (d) it fails to
18 allege how defendants received actual or constructive notice of cross-complainant's pumping; and (e) it
19 fails to allege that cross-complainant gave notice of its pumping defendant's water to cross-defendant
20 Tejon Ranchcorp in a manner that satisfies the United States and California Constitutions.

21 **Sixteenth Affirmative Defense**

22 (Self-Help)

23 17. Tejon Ranchcorp has, by virtue of the doctrine of self-help, preserved its
24 paramount overlying right to extract groundwater by continuing, during all times relevant hereto, to
25 extract groundwater and put it to reasonable and beneficial use on its property.

26 **Seventeenth Affirmative Defense**

27 (California Constitution Article X, Section 2)

28 18. Cross-complainant's methods of water use and storage are unreasonable and

1 wasteful in the arid conditions of the Antelope Valley and thereby violate Article X, Section 2 of the
2 California Constitution. For example, cross-complainant has not made reasonable and diligent efforts to
3 conserve water or to cause its customers to conserve water, and it allows its customers to waste water by
4 using unreasonably large amounts of water per person and per household.

5 **Eighteenth Affirmative Defense**

6 (Uncertain Storage Claim)

7 19. The Cross-Complaint is defective and uncertain in that it fails to allege the
8 amount of water that cross-complainant has allegedly imported and stored in the Antelope Valley
9 Groundwater Basin.

10 **Nineteenth Affirmative Defense**

11 (Uncertain Return Flows Claim)

12 20. The Cross-Complaint is defective and uncertain in that it fails to allege the
13 specific amount of “return flows” that allegedly augment the Antelope Valley Groundwater Basin
14 supply and that cross-complainant claims the right to recapture.

15 **Twentieth Affirmative Defense**

16 (Lack of Authority for Prescription)

17 21. Cross-complainant lacks the statutory and constitutional authority to acquire
18 water rights by prescription.

19 **Twenty-First Affirmative Defense**

20 (Uncompensated Taking of Property)

21 22. Each and every cause of action of the Cross-Complaint is defective in that cross-
22 complainant is prohibited by the California and Federal Constitutions from taking cross-defendant’s
23 water rights for a public use without due process and compensation pursuant to the laws of eminent
24 domain.

25 **Twenty-Second Affirmative Defense**

26 (Additional Defenses)

27 16. The Cross-Complaint does not state cross-complainant’s allegations with
28 sufficient particularity or clarity to enable cross-defendant to determine what additional defenses may

1 exist to cross-complainant's causes of action. Cross-defendant therefore reserves the right to assert all
2 defenses which may pertain to the Cross-Complaint once the precise nature of cross-complainant's
3 causes of action is more fully ascertained.

4
5 **WHEREFORE**, Cross-defendant Tejon Ranchcorp prays that judgment be entered
6 against Waterworks as follows:

- 7 1. That cross-complainant take nothing and be granted no relief by reason of its
8 Cross-Complaint;
9 2. That the Cross-Complaint be dismissed with prejudice;
10 3. For cross-defendant's attorneys' fees incurred herein;
11 4. For cross-defendant's costs incurred herein; and
12 5. For such other and further relief as the Court deems just and proper.

13
14 Dated: February 9, 2007

NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP
FREDRIC A. FUDACZ
HENRY S. WEINSTOCK

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17 By: 

HENRY S. WEINSTOCK
Attorneys for Tejon Ranchcorp
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1 **PROOF OF SERVICE**

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3 The undersigned declares:

4 I am employed in the County of , State of California. I am over the age of 18 and am not a party
5 to the within action; my business address is c/o Nossaman, Guthner, Knox & Elliott, LLP, 445 S.
6 Figueroa Street, 31st Floor Los Angeles, California 90071-1602.

7 On **February 9, 2007**, I served the foregoing **ANSWER OF TEJON RANCHCORP TO ALL
8 CROSS-COMPLAINTS** on all interested parties:

9 (X) (By U.S. Mail) On the same date, at my said place of business, said correspondence was sealed
10 and placed for collection and mailing following the usual business practice of my said employer.
11 I am readily familiar with my said employer's business practice for collection and processing of
12 correspondence for mailing with the United States Postal Service, and, pursuant to that practice,
13 the correspondence would be deposited with the United States Postal Service, with postage
14 thereon fully prepaid, on the same date at Los Angeles, California, addressed to:

15 Honorable Jack Komar
16 Judge of the Superior Court of California
17 County of Santa Clara
18 191 North First Street, Department 17C
19 San Jose, CA 95113

20 (X) (By E-Filing) I posted the document(s) listed above to the Santa Clara County Superior Court
21 website in regard to the Antelope Valley Groundwater matter in compliance with the Court's
22 electronic posting instructions and the Court's Clarification Order dated October 27, 2005.

23 () (By Overnight Express) I served a true and correct copy by Overnight Express, for delivery on the
24 next business day. Each copy was enclosed in an envelope or package designated by the express
25 service carrier; deposited in a facility regularly maintained by the express service carrier or
26 delivered to a courier or driver authorized to receive documents on its behalf; with delivery fees
27 paid or provided for; addressed as shown on the service list.

28 Executed on **February 9, 2007** at Los Angeles, California.

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

() (FEDERAL) I declare under penalty of perjury under the laws of the United States of America
that the foregoing is true and correct.

Mitchi Shibata