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

10 **ANTELOPE VALLEY**
11 **GROUNDWATER CASES**
12 Included Actions:

13 Los Angeles County Waterworks District No. 40
14 v. Diamond Farming Co.
15 Superior Court of California
16 County of Los Angeles, Case No. BC 325 201

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

21 Wm. Bolthouse Farms, Inc. v. City of Lancaster
22 Diamond Farming Co. v. City of Lancaster
23 Diamond Farming Co. v. Palmdale Water Dist.
24 Superior Court of California, County of Riverside,
25 consolidated actions, Case Nos.
26 RIC 353 840, RIC 344 436, RIC 344 668

27
28
TEJON RANCHCORP,

Cross-Complainant,

v.

LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40; ROSAMOND
COMMUNITY SERVICES DISTRICT; and
DOES 1 through 100,

Cross-Defendants.

) Judicial Council Coordination Proceeding No.
4408

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

) **CROSS-COMPLAINT OF TEJON**
) **RANCHCORP**

1 Cross-Complainant Tejon Ranchcorp alleges as follows:

2 **PARTIES**

3 1. Cross-Complainant Tejon Ranchcorp is a corporation and owner of the Tejon
4 Ranch, a large parcel of real property a portion of which is located in and around the western end of the
5 Antelope Valley. Tejon Ranchcorp pumps and uses groundwater for reasonable and beneficial purposes
6 on its real property. In addition, Tejon Ranchcorp purchases, imports, stores, and uses water acquired
7 from the State Water Project on and under its property. Tejon Ranchcorp's pumping, use, and storage of
8 groundwater in the Antelope Valley is limited to the western sub-basins of the Antelope Valley
9 Groundwater Basin.

10 2. Plaintiff and Cross-Defendant Los Angeles County Waterworks District No. 40
11 ("Waterworks") is a public agency governed by the Los Angeles County Board of Supervisors that
12 supplies water to customers in the Lancaster Sub-basin of the Antelope Valley Groundwater Basin.

13 3. Cross-Complainant and Cross-Defendant Rosamond Community Services District
14 ("Rosamond") supplies groundwater to customers in the Lancaster Sub-basin of the Antelope Valley
15 Groundwater Basin.

16 4. Tejon Ranchcorp is informed and believes and thereon alleges that Cross-
17 Defendants Does 1 through 100 claim some right, title, or interest to use and store groundwater that is
18 adverse to the right, title, or interest of Tejon Ranchcorp in that Cross-Defendants assert prescriptive
19 rights against Tejon Ranchcorp or assert other water rights that purport to reduce or restrict or to be
20 superior to the rights of Tejon Ranchcorp to use, pump, or store groundwater on or beneath Tejon
21 Ranchcorp's property. Cross-Defendants Does 1 through 100 include any party, other than Waterworks
22 and Rosamond, that asserts such water rights claims against Tejon Ranchcorp by complaint or cross-
23 complaint in these coordinated actions. Tejon Ranchcorp is unaware of the true names and identities of
24 Does 1 through 100 and therefore sues them by such fictitious names and will amend this pleading to
25 reflect their true identities and capacities when they are ascertained.

26 **THE ANTELOPE VALLEY GROUNDWATER BASIN AND SUB-BASINS**

27 5. The Waterworks' Complaints and the Rosamond Cross-Complaint herein seek a
28 general adjudication of all rights to use and store groundwater within a groundwater basin that they

1 describe as the "Antelope Valley Groundwater Basin." However, neither Waterworks nor Rosamond
2 specifically allege the lateral or vertical boundaries of the Antelope Valley Groundwater Basin.

3 6. The Antelope Valley Groundwater Basin has been studied and reported on by
4 various investigators, including the United States Geological Survey ("USGS"). According to the most
5 recent reports by the USGS, the Antelope Valley Groundwater Basin covers approximately 920 square
6 miles and is located within the larger Antelope Valley drainage basin. According to the USGS reports,
7 the Antelope Valley Groundwater Basin consists of seven of the twelve sub-basins of the Antelope
8 Valley drainage basin: from west to east – the Finger Buttes, West Antelope, Neenach, Lancaster, North
9 Muroc, Pearland, and Buttes Sub-basins. The Antelope Valley Groundwater Basin, drainage basin, and
10 sub-basins are depicted in the USGS map attached hereto as Exhibit A. This Cross-Complaint assumes
11 that the lateral boundaries of the Antelope Valley Groundwater Basin and sub-basins are approximately
12 as depicted on Exhibit A hereto, subject to future correction or modification of the boundaries following
13 discovery and trial.

14 7. Tejon Ranchcorp pumps, uses, and stores groundwater on and beneath its land
15 located in the three "western sub-basins" of the Antelope Valley Groundwater Basin – the Finger Buttes,
16 West Antelope, and Neenach Sub-basins.

17 8. Tejon Ranchcorp is informed and believes and thereon alleges that Waterworks
18 and Rosamond pump, use, and/or store groundwater only in the central sub-basin of the Antelope Valley
19 Groundwater Basin – the Lancaster Sub-basin. In the Riverside actions listed in the caption above,
20 Waterworks initially alleged that the Lancaster Sub-basin is separate from and has "no hydrologic
21 connection with the Neenach Sub-basin" and the other western sub-basins. (E.g., Waterworks Answer
22 to Diamond Farming's First Amended and Supplemental Complaint, dated July 3, 2000, ¶ 6.) However,
23 in Waterworks' Complaints herein, filed in Los Angeles and Kern Counties in November, 2004,
24 Waterworks alleges water rights in and to the Antelope Valley Groundwater Basin without reference to
25 any of its sub-basins.

26 9. Tejon Ranchcorp is informed and believes and thereon alleges:

27 (a) That the Lancaster Sub-basin is, for water supply and management
28 purposes, practically separate from and has little hydrologic connection with the western sub-basins of

1 the Antelope Valley Groundwater Basin;

2 (b) That the Lancaster Sub-basin is hydrologically separated from the western
3 sub-basins by the Neenach Fault and large buttes that impede groundwater flow;

4 (c) That groundwater production in the western sub-basins does not
5 significantly or materially affect groundwater supplies in the Lancaster Sub-basin and the eastern sub-
6 basins of the Antelope Valley Groundwater Basin, and vice versa;

7 (d) That groundwater resources and facilities in the western sub-basins have
8 historically been financed, managed, and used separately from groundwater resources and facilities in
9 the central and eastern sub-basins of the Antelope Valley Groundwater Basin;

10 (e) That there has been no historical reliance in the western sub-basins upon
11 water supplies in the central and eastern sub-basins of the Antelope Valley Groundwater Basin, and vice
12 versa;

13 (f) That while the Lancaster Sub-basin has suffered declining groundwater
14 levels, land subsidence, and overdraft conditions for many decades, groundwater supplies in the western
15 sub-basins have been stable or rising in recent decades.

16 10. Consequently, the western sub-basins of the Antelope Valley Groundwater Basin
17 should either be deemed wholly separate basins from the central and eastern sub-basins, or, if not, the
18 Court should still manage them separately in any physical solution and separately adjudicate water rights
19 in the western sub-basins. If the Court decides that the western sub-basins of the Antelope Valley
20 Groundwater Basin should be separately managed and adjudicated, then Tejon Ranchcorp restricts its
21 water rights claims to the western sub-basins of the Antelope Valley Groundwater Basin. Conversely, if
22 the Court decides to adjudicate and manage the entire Antelope Valley Groundwater Basin as a single
23 undifferentiated unit, then Tejon Ranchcorp asserts its water rights claims throughout the Antelope
24 Valley Groundwater Basin.

25 **First Cause of Action**

26 (Declaratory and Injunctive Relief – Against All Cross-Defendants)

27 11. Tejon Ranchcorp realleges and incorporates herein by reference the allegations of
28 paragraphs 1 through 10 above.

1 12. As a result of Tejon Ranchcorp's ownership of land overlying the western sub-
2 basins of the Antelope Valley Groundwater Basin and its watershed, Tejon Ranchcorp also owns
3 "overlying water rights" to extract, store, and put groundwater to reasonable and beneficial use on its
4 property.

5 13. Now, and at all relevant times in the past, Tejon Ranchcorp has pumped, stored,
6 and put groundwater to reasonable and beneficial use on its property.

7 14. Tejon Ranchcorp has also paid for, imported, stored and/or used on its property
8 imported water from the State Water Project, and this water supply is not native to the Antelope Valley
9 Groundwater Basin or drainage basin. Tejon Ranchcorp intends to continue to purchase, import, store,
10 and use water imported from the State Water Project and to establish a "water bank" on Tejon
11 Ranchcorp's property. A portion of this imported water reenters and augments the groundwater supply,
12 and Tejon Ranchcorp has the sole and paramount right to recapture these return flows and banked water
13 attributable to its importation of water from outside of the Antelope Valley Groundwater Basin, except
14 to the extent that other parties contract with Tejon Ranchcorp to share the costs and benefits of these
15 imported water supplies and Tejon Ranchcorp's water bank.

16 15. Tejon Ranchcorp is informed and believes and thereon alleges that each of the
17 Cross-Defendants extracts groundwater from the Antelope Valley Groundwater Basin for use on
18 property that is not owned by such Cross-Defendant and/or for some other non-overlying use.

19 16. Tejon Ranchcorp is informed and believes and thereon alleges that each of the
20 Cross-Defendants claims to have prescriptive rights or other rights to pump, use, and store groundwater
21 from the Antelope Valley Groundwater Basin and claims that those purported water rights are superior
22 or equal to the water rights of Tejon Ranchcorp.

23 17. The right of Cross-Defendants to continue to pump, store, and use water in the
24 western sub-basins and/or the entire Antelope Valley Groundwater Basin is subordinate to the right of
25 Tejon Ranchcorp to do so pursuant to its rights alleged above.

26 18. An actual controversy has arisen between Tejon Ranchcorp and Cross-
27 Defendants. Tejon Ranchcorp is informed and believes and thereon alleges that Cross-Defendants
28 dispute the contentions and challenge the water rights of Tejon Ranchcorp and claim that their rights to

1 pump, use, and store water are superior to those of Tejon Ranchcorp either in the western sub-basins or
2 in the entire Antelope Valley Groundwater Basin.

3 19. Tejon Ranchcorp desires a judicial determination of: the entitlement of Tejon
4 Ranchcorp and all other parties to pump, use, or store in the western sub-basins and/or the Antelope
5 Valley Groundwater Basin as a whole; and the priority and character of each party's respective rights.

6 20. Tejon Ranchcorp is informed and believes and thereon alleges that Cross-
7 Defendants are pumping or claim the right to pump groundwater from the western sub-basins or from
8 the Antelope Valley Groundwater Basin as a whole without regard to the water rights of Tejon
9 Ranchcorp, and they use amounts of groundwater that are wasteful or unreasonable in light of the arid
10 conditions and limited water supplies in the Antelope Valley. Unless restrained by order of this Court,
11 Cross-Defendants will continue to pump increasing amounts of groundwater from the western sub-
12 basins or from the Antelope Valley Groundwater Basin as a whole, thereby causing irreparable damage
13 and injury to Tejon Ranchcorp and to all parties who rely on these groundwater supplies.

14 21. In order to prevent irreparable injury to Tejon Ranchcorp and other parties, it is
15 necessary and appropriate that the Court exercise and retain continuing jurisdiction to develop and
16 enforce a physical solution that protects, manages, conserves, and adjudicates groundwater supplies in
17 the western sub-basins separately from the central and eastern sub-basins of the Antelope Valley
18 Groundwater Basin. Such a physical solution may include, in the Lancaster sub-basin: restrictions on
19 groundwater production, reasonable monetary assessments on groundwater extractions and for
20 supplemental water supplies, prohibitions against wasteful and excessive use of water by Cross-
21 Defendants and their customers in violation of Article X, Section 2 of the California Constitution,
22 mandatory conservation measures, a groundwater monitoring and reporting program, assessment of
23 costs to remediate land subsidence and groundwater contamination in the Lancaster sub-basin, and the
24 appointment of a watermaster to administer and enforce the judgments and orders of this Court. The
25 costs of such a physical solution and measures to remediate the overdraft in the Lancaster sub-basin
26 should not be borne by parties in the western sub-basins.

27 **PRAYER FOR RELIEF**

28 Wherefore, Cross-Complainant Tejon Ranchcorp prays for judgment as follows:

- 1 1. For an order or judgment that separately manages and separately adjudicates
2 water rights in the western sub-basins apart from the remainder of the Antelope Valley Groundwater
3 Basin;
- 4 2. For a declaration in accordance with paragraph 19 above, including a declaration
5 of the priority and character of Tejon Ranchcorp's rights to pump, use, and store native groundwater and
6 imported water on and beneath its property;
- 7 3. For a preliminary and permanent injunction prohibiting Cross-Defendants from
8 pumping, using, storing, wasting, or failing to conserve groundwater in any manner which interferes
9 with the rights of Cross-Complainant Tejon Ranchcorp or violates Article X, Section 2 of the California
10 Constitution;
- 11 4. For imposition of a physical solution as described in paragraph 21 above.
- 12 5. For prejudgment interest.
- 13 6. For attorneys' fees, expert witness fees, and costs incurred in these coordinated
14 actions; and
- 15 7. For such other and further monetary, equitable, or other relief as the Court deems
16 just and proper.

17
18 Dated: November 23, 2005

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

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21 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 November 23, 2005, I served the foregoing **CROSS-COMPLAINT OF TEJON RANCHCORP** on parties to the within action by placing () the original (x) a true copy thereof enclosed in a sealed envelope, addressed as shown on the attached service list.

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

14 () (By Facsimile) I served a true and correct copy by facsimile pursuant to C.C.P. 1013(e), to the
15 number(s) listed above or on the attached sheet. Said transmission was reported complete and
16 without error. A transmission report was properly issued by the transmitting facsimile machine,
17 which report states the time and date of sending and the telephone number of the sending
18 facsimile machine.

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

25 Executed on November 23, 2005 at Los Angeles, California.

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

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

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Honorable Jack Komar
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