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Attorney for AIRTRUST SINGAPORE PRIVATE, LTD.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

ANTELOPE VALLEY GROUNDWATER CASES

Included Actions:

Los Angeles County Waterworks District
No. 40 v. Diamond Farming Co.
Los Angeles County Superior Court
CaseNo. BC325201

Los Angeles County Waterworks District
No. 40 v. Diamond Farming Co.
Kern County Superior Court
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
District
Riverside County Superior Court
(Consolidated Actions) Case Nos.
RIC353840, RIC 344436, RIC 344668

**JUDICIAL COUNCIL COORDINATION
PROCEEDING NUMBER. 4408**

For Fling Purposes Only:
Santa Clara County Case No.: 1-05-CV-049053

**DEFENDANT
AIRTRUST SINGAPORE PRIVATE, LTD.'S
ANSWER TO COMPLAINT AND ALL
CROSS COMPLAINTS**

Assigned to The Honorable Jack Komar

DEFENDANT, AIRTRUST SINGAPORE PRIVATE, LIMITED, Answers Plaintiff's
Complaint as follows:

Defendant answers the Complaint and all Cross-Complaints which have been filed as of
this date, specifically those of Antelope Valley east Kem ater agency, Palmdale Water district &
Quartz Hill Water District, Rosamond Community Services District and Waterworks District No.
40 of Los Angeles County. Defendant does not intend to participate at trial or other proceedings

ANTELOPE VALLEY GROUNDWATER CASES

1 unless ordered by the Court to do so, but Defendant reserves the right to do so upon giving
2 written notice to that effect to the Court and all Parties. This answering Defendant owns the
3 Northeast quarter of Section 21, Township 8 North, Range 12 West, of San Bernardino Meridian,
4 in the County of Los Angeles, State of California.

5 GENERAL DENIAL

6 1. Pursuant to the Code of Civil Procedure section 431.30(d), Defendant hereby generally
7 denies each and every allegation set forth in the Complaint, and in each and any Cross-
8 Complaint which names this answering defendant as a party, and the whole of each Complaint or
9 Cross Complaint and, further, denies that Plaintiff and/or Cross Complainant, or any of them, are
10 entitled to any relief against this answering defendant.

11 AFFIRMATIVE DEFENSES

12 **First Affirmative Defense**

13 (Failure to State a Cause of Action)

14 2. The Complaint and Cross Complaint and every purported cause of action contained
15 therein fail to allege facts sufficient to constitute a cause of action against this answering
16 Defendant and/or Cross Defendant.

17 **Second Affirmative Defense**

18 (Statute of Limitations)

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

22 **Third Affirmative Defense**

23 (Laches)

24 4. The Complaint and Cross Complaint and every purported cause of action contained
25 therein is barred by the doctrine of Laches.

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1 **Fourth Affirmative Defense**

2 (Estoppel)

3 5. The Complaint and Cross Complaint and every purported cause of action contained
4 therein is barred by the doctrine of estoppel.

5 **Fifth Affirmative Defense**

6 (Waiver)

7 6. The Complaint and Cross Complaint and every purported cause of action contained
8 therein is barred by the doctrine of waiver.

9 **Sixth Affirmative Defense**

10 (Self-Help)

11 7. Defendant and Cross-Defendant has, by virtue of the doctrine of self-help, preserved its
12 paramount overlying right to extract groundwater by continuing, during all times relevant hereto,
13 to extract groundwater and put it to reasonable and beneficial use on its property.

14 **Seventh Affirmative Defense**

15 (California Constitution Article X, Section 2)

16 8. Plaintiff and Cross-Complainant's methods of water use and storage are unreasonable and
17 wasteful in the arid conditions of the Antelope Valley and thereby violate Article X, Section 2 of
18 the California Constitution.

19 **Eighth Affirmative Defense**

20 (Additional Defenses)

21 9. The Complaint and Cross-Complaint do not state their allegations with sufficient clarity
22 to enable defendant and cross-defendant to determine what additional defenses may exist to
23 Plaintiff and Cross-Complainant's causes of action. Defendant and Cross-defendant therefore
24 reserve the right to assert all other defenses which may pertain to the Complaint and Cross-
25 Complaint.

26 **Ninth Affirmative Defense**

27 The prescriptive claims asserted by governmental entity Cross-Complainants are *ultra*
28 *vires* and exceed the statutory authority by which each entity may acquire property as set forth in

1 Water Code sections 22456, 31040 and 55370.

2 **Tenth Affirmative Defense**

3 10. The prescriptive claims asserted by governmental entity Cross-Complainants are barred
4 by the provisions of Article 1 Section 19 of the California Constitution.

5 **Eleventh Affirmative Defense**

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

9 **Twelfth Affirmative Defense**

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

14 **Thirteenth Affirmative Defense**

15 13. The prescriptive claims asserted by governmental entity Cross-Complainants are barred
16 by the provisions of Article 1 Section 7 of the California Constitution.

17 **Fourteenth Affirmative Defense**

18 14. The prescriptive claims asserted by governmental entity Cross-Complainants are barred
19 by the provisions of the 14th Amendment to the United States Constitution.

20 **Fifteenth Affirmative Defense**

21 15. The governmental entity Cross-Complainants were permissively pumping at all times.

22 **Sixteenth Affirmative Defense**

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

26 **Seventeenth Affirmative Defense**

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

1 **Eighteenth Affirmative Defense**

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

4 **Nineteenth Affirmative Defense**

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

7 **Twentieth Affirmative Defense**

8 20. The governmental entity Cross-Complainants are barred from taking, possessing or using
9 cross-defendants' property without first paying just compensation.

10 **Twenty-First Affirmative Defense**

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

15 **Twenty-Second Affirmative Defense**

16 22. The governmental entity Cross-Complainants seek judicial ratification of a project that
17 has had and will have a significant effect on the Antelope Valley Groundwater Basin and the
18 Antelope Valley that was implemented without providing notice in contravention of the
19 provisions of California's Environmental Quality Act (CEQA) (Pub. Res. C. 2100 et seq.)

20 **Twenty-Third Affirmative Defense**

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

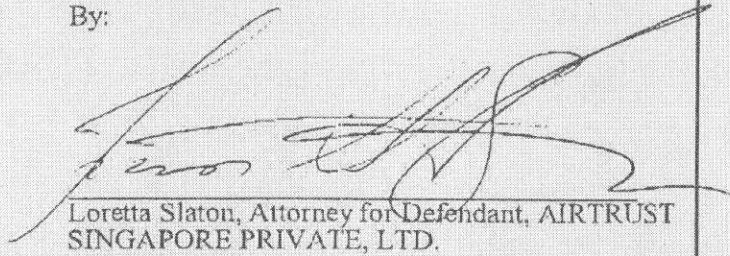
25 **WHEREFORE**, Defendant and Cross-defendant prays that judgment be entered as
26 follows:

27 1. That plaintiff and Cross-Complainant take nothing by reason of its Complaint or Cross-
28 Complaint;

- 1 2. That the Complaint and Cross-Complaints be dismissed with prejudice;
2 3. For Defendant and Cross-Defendant's costs incurred herein; and
3 4. For such other and further relief as the Court deems just and proper.

4 DATED: 12/27/06

By:

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Loretta Slaton, Attorney for Defendant, AIRTRUST
SINGAPORE PRIVATE, LTD.

PROOF OF SERVICE

I, Kerry V. Keefe, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is Best Best & Krieger LLP, 5 Park Plaza, Suite 1500, Irvine, California 92614. On December 28, 2006, I served the within document(s):

DEFENDANT AIRTRUST SINGAPORE PRIVATE, LTD.'S ANSWER TO COMPLAINT AND ALL CROSS COMPLAINTS



by posting the document(s) listed above to the Santa Clara County Superior Court website in regard to the Antelope Valley Groundwater matter.



by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.



by causing personal delivery by ASAP Corporate Services of the document(s) listed above to the person(s) at the address(es) set forth below.



by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

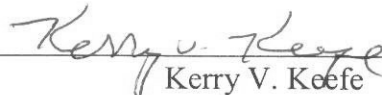


I caused such envelope to be delivered via overnight delivery addressed as indicated on the attached service list. Such envelope was deposited for delivery by Federal Express following the firm's ordinary business practices.

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

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

Executed on December 28, 2006, at Irvine, California.


Kerry V. Keefe