

ERIC L. GARNER, Bar No. 130665
JEFFREY V. DUNN, Bar No. 131926
MARC S. EHRLICH, Bar No. 198112
JILL N. WILLIS, Bar No. 200121
BEST BEST & KRIEGER LLP
5 Park Plaza, Suite 1500
Irvine, California 92614
Telephone: (949) 263-2600
Telecopier: (949) 260-0972

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Attorneys for Cross-Complainant
ROSAMOND COMMUNITY SERVICES
DISTRICT AND LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Coordination Proceeding
Special Title (Rule 1550(b))

Judicial Council Coordination
Proceeding No. 4408

ANTELOPE VALLEY GROUNDWATER
CASES

CROSS-COMPLAINT OF MUNICIPAL
PURVEYORS FOR DECLARATORY AND
INJUNCTIVE RELIEF AND
ADJUDICATION OF WATER RIGHTS

Included Actions:

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

Los Angeles County Waterworks 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, consolidated actions, Case Nos.
RIC 353 840, RIC 344 436, RIC 344 668

ROSAMOND COMMUNITY SERVICES
DISTRICT;
LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40;

PALMDALE WATER DISTRICT;
CITY OF LANCASTER;
CITY OF PALMDALE,
LITTLEROCK CREEK IRRIGATION
DISTRICT,
PALM RANCH IRRIGATION
DISTRICT;
QUARTZ HILL DISTRICT;
CALIFORNIA WATER SERVICE
COMPANY,

Cross-Complainants,

v.

DIAMOND FARMING COMPANY;
WM. BOLTHOUSE FARMS, INC.;
BOLTHOUSE PROPERTIES LLC;
ABC WILLIAMS ENTERPRISES LP;
ACEH CAPITAL LLC;
JACQUELINE ACKERMANN;
CENON ADVINCULA;
OLIVA M. ADVINCULA;
MASHALLAH AFSHAR;
ANTONIO U. AGUSTINES;
AIRTRUST SINGAPORE PRIVATE
LIMITED;
MARWAN M. ALDAIS;
ALLEN ALEVY;
ALLEN ALEVY AND ALEVY FAMILY
TRUST;
GEORGINE J. ARCHER;
GEORGINE J. ARCHER AS TRUSTEE
FOR THE GEORGINE J. ARCHER
TRUST;
A V MATERIALS, INC.;
GUSS A. BARKS, JR.;
PETER G. BARKS;
ILDEFONSO S. BAYANI;
NILDA V. BAYANI;
BIG WEST CORP;
RANDALL Y. BLAYNEY;
MELODY S. BLOOM;
BOLTHOUSE PROPERTIES, INC.;
DAVID L. BOWERS;
RONALD E. BOWERS;
LEROY DANIEL BRONSTON;
MARILYN BURGESS;
LAVERNE C. BURROUGHS;
LAVERNE C. BURROUGHS, TRUSTEE
OF THE BURROUGHS FAMILY
IRREVOCABLE TRUST DATED
AUGUST 1, 1995;
BRUCE BURROWS;
JOHN & B. CALANDRI 2001 TRUST;

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

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

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

1 THE RIGGINS FAMILY TRUST;
2 EDGAR C. RITTER;
3 PAULA E. RITTER;
4 PAULA E. RITTER AS TRUSTEE OF
5 THE RITTER FAMILY TRUST;
6 ROMAN CATHOLIC ARCHBISHOP OF
7 LOS ANGELES;
8 ROMO LAKE LOS ANGELES
9 PARTNERSHIP;
10 ROSEMOUNT EQUITIES LLC SERIES;
11 ROYAL INVESTORS GROUP;
12 ROYAL WESTERN PROPERTIES LLC;
13 OSCAR RUDNICK;
14 REBECCA RUDNICK;
15 SANTA MONICA MOUNTAINS
16 CONSERVANCY;
17 MARYGRACE H. SANTORO;
18 MARYGRACE H. SANTORO AS
19 TRUSTEE FOR THE MARYGRACE H.
20 SANTORO REV TRUST;
21 SAN YU ENTERPRISES, INC.;
22 DANIEL SAPARZADEH;
23 HELEN STATHATOS;
24 SAVAS STATHATOS;
25 SAVAS STATHATOS AS TRUSTEE
26 FOR THE STATHATOS FAMILY
27 TRUST;
28 SEVEN STAR UNITED LLC;
MARK H. SHAFRON;
ROBERT L. SHAFRON;
KAMRAM S. SHAKIB;
DONNA L. SIMPSON;
GARETH L. SIMPSON;
GARETH L. SIMPSON AS TRUSTEE OF
THE SIMPSON FAMILY TRUST;
SOARING VISTA PROPERTIES, INC.;
STATE OF CALIFORNIA;
GEORGE C. STEVENS, JR.;
GEORGE C. STEVENS, JR. AS
TRUSTEE OF THE GEORGE C.
STEVENS, JR. TRUST;
GEORGE L. STIMSON, JR.;
GEORGE L. STIMSON, JR. AS
TRUSTEE OF THE GEORGE L.
STIMSON, JR. TRUST;
TEJON RANCHCORP;
MARK E. THOMPSON A P C PROFIT
SHARING PLAN;
TIERRA BONITA RANCH COMPANY;
TIONG D. TIU;
BEVERLY J. TOBIAS;
BEVERLY J. TOBIAS AS TRUSTEE OF
THE TOBIAS FAMILY TRUST;
JUNG N. TOM;
WILLIAM BOLTHOUSE FARMS, INC.;

1 WILMA D. TRUEBLOOD;
2 WILMA D. TRUEBLOOD AS TRUSTEE
3 OF THE TRUEBLOOD FAMILY
4 TRUST;
5 UNISON INVESTMENT CO., LLC;
6 DELMAR D. VAN DAM;
7 GERTRUDE J. VAN DAM;
8 KEITH E. WALES;
9 E C WHEELER LLC;
10 ALEX WODCHIS;
11 ELIZABETH WONG;
12 MARY WONG;
13 MIKE M. WU;
14 MIKE M. WU AS TRUSTEE OF THE
15 WU FAMILY TRUST;
16 STATE OF CALIFORNIA 50TH
17 DISTRICT AND AGRICULTURAL
18 ASSOCIATION;
19 THE UNITED STATES OF AMERICA;
20 U.S. BORAX, INC.; and ROES 1 through
21 100,000 inclusive,

22 Cross-Defendants.

23 Cross-Complainants Rosamond Community Services District, Los Angeles County Water
24 District No. 40, Palmdale Water District, City of Palmdale, City of Lancaster, Quartz Hill Water
25 District, Little Rock Creek Irrigation District, and California Water Service Company,
26 (collectively, the “Public Water Suppliers”) allege:

27 INTRODUCTION

28 1. This cross-complaint seeks a judicial determination of rights to all water within the
Antelope Valley Groundwater Basin (the “Basin”). An adjudication is necessary to protect and
conserve the limited water supply that is vital to the public health, safety and welfare of all
persons and entities that depend upon water from the Public Water Suppliers. For these reasons,
the Public Water Suppliers file this cross-complaint to promote the general public welfare in the
Antelope Valley; protect the Public Water Suppliers’ rights to pump groundwater and provide
water to the public; protect the Antelope Valley from a loss of the public’s water supply; prevent
degradation of the quality of the public groundwater supply; stop land subsidence; and avoid
higher water costs to the public.

CROSS-COMPLAINANTS

2. Rosamond Community Services District provides water to more than 3,500 residents of Kern County for domestic uses, fire protection, and irrigation. Rosamond has drilled and equipped wells to pump groundwater from the Basin. Rosamond has constructed, maintained and operated a public waterworks system to supply water to the public.

3. Los Angeles County Waterworks District No. 40 is a public agency governed by the Los Angeles County Board of Supervisors. District 40 has been lawfully organized to perform numerous functions, including providing Basin groundwater to the public in a large portion of the Antelope Valley. To this end, District 40 has constructed, maintained and operated a public waterworks system to supply water to the public.

4. Palmdale Water District is an irrigation district organized and operating under Division 11 of the California Water Code. Palmdale Water District extracts groundwater from the Basin for delivery to customers.

5. Quartz Hill Water District is a county water district organized and operating under Division 12 of the California Water Code. Quartz Hill extracts groundwater from the Lancaster Sub-basin of the Antelope Valley Groundwater Basin for delivery to customers.

6. The City of Palmdale is a municipal corporation in the County of Los Angeles. The City of Palmdale receives water from the Basin.

7. The City of Lancaster is a municipal corporation located in the County of Los Angeles, and which produces and receives water for reasonable and beneficial uses, including overlying uses. The City of Lancaster further provides ministerial services to mutual water companies that produce groundwater from the Basin.

4 9. Palm Ranch Irrigation District is a public agency which extracts groundwater from
5 the Basin to serve customers within the Basin.

7 10. California Water Service Company is a California corporation which extracts
8 groundwater from the Basin to serve customers within the Basin.

11. The following persons and/or entities are the owners of, and/or are beneficial interest holders in real property within the geographic boundaries of the Basin. These persons and/or entitles claim overlying rights to extract water from the Basin, whether or not they have heretofore exercised such overlying rights: ABC Williams Enterprises LP, ACEH Capital, LLC, Jacqueline Ackermann, Cenon Advincula, Oliva M. Advincula, Mashallah Afshar, Antonio U. Agustines, Airtrust Singapore Private Limited, Marwan M. Aldais, Allen Alevy, Allen Alevy and Alevy Family Trust, Georgine J. Archer, Georgine J. Archer as Trustee for the Georgine J. Archer Trust, A V Materials, Inc., Guss A. Barks, Jr., Peter G. Barks, Ildefonso S. Bayani, Nilda V. Bayani, Big West Corp, Randall Y. Blayney, Melody S. Bloom, Bolthouse Properties, Inc., David L. Bowers, Ronald E. Bowers, Leroy Daniel Bronston, Marilyn Burgess, Laverne C. Burroughs, Laverne C. Burroughs, Trustee of the Burroughs Family Irrevocable Trust Dated August 1, 1995, Bruce Burrows, John and B. Calandri 2001 Trust, California Portland Cement Company, Calmat Land Co., Melinda E. Cameron, Castle Butte Dev Corp, Catellus Development Corporation, Bong S. Chang, Jeanna Y. Chang, Moon S. Chang, Jacob Chetrit, Frank S. Chiodo, Lee S. Chiou, M S Chung, City of Los Angeles, Carol K. Claypool, Clifford N. Claypool, W. F. Clunen, Jr., W. F. Clunen, Jr. as Trustee for the P C Rev Inter Vivos Trust, Consolidated Rock Products Co., County Sanitation District No. 14 of Los Angeles County, County Sanitation District No. 20 of

1 Los Angeles County, Ruth A. Cumming, Ruth A. Cumming as Trustee of the Cumming Family
2 Trust, Catharine M. Davis, Milton S. Davis, Del Sur Ranch LLC, Diamond Farming Company,
3 Sarkis Djanibekyan, Hong Dong, Ying X Dong, Dorothy Dreier, George E. Dreier, Morteza M.
4 Foroughi, Morteza M. Foroughi as Trustee of the Foroughi Family Trust, Lewis Fredrichsen,
5 Lewis Fredrichsen as Trustee of the Friedrichsen Family Trust, Joan A. Funk, Eugene Gabrych,
6 Marian Gabrych, Aurora P. Gabuya, Rodrigo L. Gabuya, GGF LLC, Genus LP, Betty Gluckstein,
7 Joseph H. Gluckstein, Forrest G. Godde, Forrest G. Godde as Trustee of the Forrest G. Godde
8 Trust, Lawrence A. Godde, Lawrence A. Godde and Godde Trust, Maria B. Gorrindo, Maria B.
9 Gorrindo as Trustee for the M. Gorrindo Trust, Wendell G. Hanks, Andreas Hauke, Marilyn
10 Hauke, Healy Enterprises, Inc., Walter E. Helmick, Donna L. Higelmire, Michael N. Higelmire,
11 Davis L. and Diana D. Hines Family Trust, Hooshpack Dev Inc., Chi S. Huang, Suchu T. Huang,
12 John Hui, Hypericum Interests LLC, Daryush Iraninezhad, Minoo Iraninezhad, Esfandiar
13 Kadivar, Esfandiar Kadivar as Trustee of the Kadivar Family Trust, A. David Kagon, A. David
14 Kagon as Trustee for the Kagon Trust, Jack D. Kahlo, Cheng Lin Kang, Herbert Katz, Herbert
15 Katz as Trustee for the Katz Family Trust, Marianne Katz, Lilian S. Kauffman, Lilian S.
16 Kaufman as Trustee for the Kaufman Family Trust, Kazuko Yoshimatsu, Barbara L. Keys,
17 Barbara L. Keys as Trustee of the Barbara L. Keys Family Trust, Billy H. Kim, Illy King, Illy
18 King as Trustee of the Illy King Family Trust, Kootenai Properties, Inc., Kutu Investment Co.,
19 Gailen Kyle, Gailen Kyle as Trustee of the Kyle Trust, James W. Kyle, James W. Kyle as Trustee
20 of the Kyle Family Trust, Julia Kyle, Wanda E. Kyle, Fares A. Lahoud, Eva Lai, Paul Lai, Ying
21 Wah Lam, Land Business Corporation, Richard E. Landfield, Richard E. Landfield as Trustee of
22 the Richard E. Landfield Trust, Lawrence Charles Trust, William Lewis, Mary Lewis, Pei Chi
23 Lin, Man C. Lo, Shiung Ru Lo, Lyman C. Miles, Lyman C. Miles as Trustee for the Miles Family
24 Trust, Malloy Family Partners LP, Mission Bell Ranch Development, Barry S. Munz, Kathleen
25 M. Munz, Terry A. Munz, M.R. Nasir, Souad R. Nasir, Eugene B. Nebeker, Simin C. Neman,
26 Henry Ngo, Frank T. Nguyen, Juanita R. Nichols, Oliver Nichols, Oliver Nichols as Trustee of
27 the Nichols Family Trust, Owl Properties, Inc., Palmdale Hills Property LLC, Norman L.
28 Poulsen, Marilyn J. Prewoznik, Marilyn J. Prewoznik as Trustee of the Marilyn J. Prewoznik

Trust, Elias Qarmout, Victoria Rahimi, R and M Ranch, Inc., Patricia A. Recht, Veronika Reinelt, Reinelt Rosenloecher Corp. PSP, Patricia J. Riggins, Patricia J. Riggins as Trustee of the Riggins Family Trust, Edgar C. Ritter, Paula E. Ritter, Paula E. Ritter as Trustee of the Ritter Family Trust, Roman Catholic Archbishop of Los Angeles, Romo Lake Los Angeles Partnership, Rosemount Equities LLC Series, Royal Investors Group, Royal Western Properties LLC, Oscar Rudnick, Rebecca Rudnick, Santa Monica Mountains Conservancy, Marygrace H. Santoro, Marygrace H. Santoro as Trustee for the Marygrace H. Santoro Rev Trust, San Yu Enterprises, Inc., Daniel Saparzadeh, Helen Stathatos, Savas Stathatos, Savas Stathatos as Trustee for the Stathatos Family Trust, Seven Star United LLC, Mark H. Shafron, Robert L. Shafron, Kamram S. Shakib, Donna L. Simpson, Gareth L. Simpson, Gareth L. Simpson as Trustee of the Simpson Family Trust, Soaring Vista Properties, Inc., State of California, George C. Stevens, Jr., George C. Stevens, Jr. as Trustee of the George C. Stevens, Jr. Trust, George L. Stimson, Jr., George L. Stimson, Jr. as Trustee of the George L. Stimson, Jr. Trust, Tejon Ranch, Mark E. Thompson A P C Profit Sharing Plan, Tierra Bonita Ranch Company, Tiong D. Tiu, Beverly J. Tobias, Beverly J. Tobias as Trustee of the Tobias Family Trust, Jung N. Tom, Wilma D. Trueblood, Wilma D. Trueblood as Trustee of the Trueblood Family Trust, Unison Investment Co., LLC, Delmar D. Van Dam, Gertrude J. Van Dam, Keith E. Wales, E C Wheeler LLC, William Bolthouse Farms, Inc., Alex Wodchis, Elizabeth Wong, Mary Wong, Mike M. Wu, Mike M. Wu as Trustee of the Wu Family Trust, State of California 50th District and Agricultural Association, and U.S. Borax, Inc.

12. The Public Water Suppliers are informed and believe, and thereon allege, that cross-defendant Roes 1 through 100,000 are the owners, lessees or other persons or entities holding or claiming to hold ownership or possessory interests in real property within the boundaries of the Basin; extract water from the Basin; claim some right, title or interest to water located within the Basin; or that they have or assert claims adverse to the Public Water Suppliers' rights and claims. The Public Water Suppliers are presently unaware of the true names and capacities of the Roe cross-defendants, and therefore sue those cross-defendants by fictitious

1 names. The Public Water Suppliers will seek leave to amend this cross-complaint to add names
2 and capacities when they are ascertained.

3
4 **THE UNITED STATES IS A NECESSARY PARTY TO THIS ACTION**

5
6 13. This is an action to comprehensively adjudicate the rights of all claimants to the
7 use of a source of water located entirely within California, *i.e.*, the Basin, and for the ongoing
8 administration of all such claimants' rights.

9
10 14. The Public Water Suppliers are informed and believe, and on that basis allege, that
11 the United States claims rights to the Basin water subject to adjudication in this action by virtue
12 of owning real property overlying the Basin, including Edwards Air Force Base.

13
14 15. For the reasons expressed in this cross-complaint, the United States is a necessary
15 party to this action pursuant to the McCarran Amendment, 43 U.S.C. § 666.

16
17 16. Under the McCarran Amendment, the United States, as a necessary party to this
18 action, is deemed to have waived any right to plead that the laws of California are not applicable,
19 or that the United States is not subject to such laws by virtue of its sovereignty.

20
21 17. Under the McCarran Amendment, the United States, as a necessary party to this
22 action, is subject to the judgments, orders and decrees of this Court.

23
24 **HISTORY OF THE ANTELOPE VALLEY GROUNDWATER BASIN**

25
26 18. For over a century, California courts have used the concept of a groundwater basin
27 to resolve groundwater disputes. A groundwater basin is an alluvial aquifer with reasonably well-
28 defined lateral and vertical boundaries.

1 19. The Antelope Valley Groundwater Basin is located in an arid valley in the Mojave
2 Desert, about 50 miles northeast of the City of Los Angeles. The Basin encompasses about 940
3 square miles in both Los Angeles and Kern Counties, and is separated from the northern part of
4 the Antelope Valley by faults and low-lying hills. The Basin is bounded on the south by the San
5 Gabriel Mountains and on the northwest by the Tehachapi Mountains. The Basin generally
6 includes the communities of Lancaster, Palmdale and Rosamond as well as Edwards Air Force
7 Base.

8
9 20. Various investigators have studied the Antelope Valley and some have divided the
10 Basin into “sub-basins.” According to the Public Water Suppliers’ information and belief, to the
11 extent the Antelope Valley is composed of such “sub-basins,” they are sufficiently hydrologically
12 connected to justify treating them as a single source of water for purposes of adjudicating the
13 parties’ water rights.

14
15 21. Before public and private entities began pumping water from the Basin, its natural
16 water recharge balanced with water discharged from the Basin. Its water levels generally
17 remained in a state of long-term equilibrium. In approximately 1915, however, agricultural uses
18 began to pump groundwater and since then, greatly increased agricultural pumping has upset the
19 Basin’s groundwater equilibrium causing a continuous decline in the Basin’s groundwater
20 storage.

21
22 22. Although private agricultural entities temporarily curtailed their pumping activities
23 when groundwater levels were extremely low, agricultural pumping has increased overall during
24 the past decade. During the same time, urbanization of the Antelope Valley has resulted in
25 increased public demand for water.

26
27 23. Groundwater pumping in the Basin has never been subject to any limits. This lack
28 of groundwater management caused the Basin to lose an estimated eight million acre feet of water

over the past eighty years.

24. Uncontrolled pumping caused repeated instances of land subsidence. It is the sinking of the Earth's surface due to subsurface movement of earth materials and is primarily caused by groundwater pumping. The Public Water Suppliers are informed and believe, and thereupon allege, that portions of the Basin have subsided as much as six feet because of chronically low groundwater levels caused by unlimited pumping. The harmful effects of land subsidence observed in the Basin include loss of groundwater storage space, cracks and fissures on the ground's surface, and damage to real property. Land subsidence problems continue and will continue because of unlimited pumping.

25. The declining groundwater levels, diminished groundwater storage, and land subsidence damage the Basin, injure the public welfare, and threaten communities that depend upon the Basin as a reliable source of water. These damaging effects will continue, and likely worsen until the court establishes a safe yield for the Basin and limits pumping to the safe yield.

**PUBLIC WATER SUPPLIERS SUPPLEMENT AND COMMINGLE THEIR
SUPPLEMENTAL SUPPLY OF WATER WITH BASIN WATER**

26. Due to the shortage of water in the Basin, certain Public Water Suppliers purchase State Water Project water from the Antelope Valley-East Kern Water Agency. State Project water originates in northern California and would not reach the Basin absent the Public Water Suppliers purchases.

27. Public Water Suppliers purchase State Project water each year. They deliver the State Project water to their customers through waterworks systems. The Public Water Suppliers' customers use the State Project water for irrigation, domestic, municipal and industrial uses. After the Public Water Suppliers' customers use the water, some of the imported State Project

1 water commingles with other percolating groundwater in the Basin. In this way, State Project
2 water augments the natural supply of Basin water.

3
4 28. Public Water Suppliers depend on the Basin as their source of water. But for the
5 Public Water Suppliers' substantial investment in State Project water, they would need to pump
6 additional groundwater each year. By storing State Project water or other imported water in the
7 Basin, Public Water Suppliers can recover the stored water during times of drought, water supply
8 emergencies, or other water shortages to ensure a safe and reliable supply of water to the public.

9
10 **THE BASIN HAS BEEN IN A STATE OF OVER-DRAFT FOR OVER FIVE YEARS**

11
12 29. The Public Water Providers are informed and believe, and upon that basis allege,
13 that the Basin is and has been in an overdraft condition for more than five (5) consecutive years
14 before the filing of this cross-complaint. During these time periods, the total annual demand on
15 the Basin has exceeded the supply of water from natural sources. Consequently, there is and has
16 been a progressive and chronic decline in Basin water levels and the available natural supply is
17 being and has been chronically depleted. Based on the present trends, demand on the Basin will
18 continue to exceed supply. Until limited by order and judgment of the court, potable Basin water
19 will be exhausted and land subsidence will continue.

20
21 30. Upon information and belief, the cross-defendants have, and continue to pump,
22 appropriate and divert water from the natural supply of the Basin, and/or claim some interest in
23 the Basin water. The Public Water Suppliers are informed and believe, and upon that basis
24 allege, that cross-defendants' combined extraction of water exceeds the Basin's safe yield.

25
26 31. Upon information and belief, each cross-defendant claims a right to take water and
27 threatens to increase its taking of water without regard to the Public Water Suppliers' rights.
28 Cross-defendants' pumping reduces Basin water tables and contributes to the deficiency of the

Basin water supply as a whole. The deficiency creates a public water shortage.

32. Cross-defendants' continued and increasing extraction of Basin water has resulted in, and will result in a diminution, reduction and impairment of the Basin's water supply, and land subsidence.

33. Cross-defendants' continued and increasing extraction of Basin water has and will deprive the Public Water Suppliers of their rights to provide water for the public health, welfare and benefit.

**THERE IS A DISPUTE AMONG THE PARTIES REGARDING THE EXTENT AND
PRIORITY OF THEIR RESPECTIVE WATER RIGHTS**

34. The Public Water Suppliers are informed and believe, and thereon allege, there are conflicting claims of rights to the Basin and/or its water.

35. The Public Water Suppliers are informed and believe, and thereon allege, that cross-defendants who own real property in the Basin claim an overlying right to pump Basin water. The overlying right is limited to the native safe yield of the Basin. The Public Water Suppliers allege that, because subsidence is occurring in the Basin, cross-defendants have been pumping, and continue to pump water in amounts greater than the Basin's safe yield.

36. The Public Water Suppliers are informed and believe, and thereon allege, they have appropriative and prescriptive rights to groundwater in the Antelope Valley Basin. The Public Water Suppliers are informed and believe, and thereon allege, they and/or their predecessors-in-interest, have pumped water from the Antelope Valley Basin for more than five years prior to the filing of this cross-complaint.

1 37. The Public Water Suppliers have pumped water from, and/or stored water in the
2 Antelope Valley Basin, by reasonable extraction means. They have used the Basin and/or its
3 water for reasonable and beneficial purposes; and they have done so under a claim of right in an
4 actual, open, notorious, exclusive, continuous, uninterrupted, hostile, adverse use and/or manner
5 for a period of time of at least five years and before filing this cross-complaint.
6

7 38. To provide water to the public, the Public Water Suppliers have and claim the
8 following rights:
9

10 (A) The right to pump groundwater from the Antelope Valley Groundwater
11 Basin in an annual amount equal to the highest volume of groundwater extracted by each of the
12 Public Water Suppliers in any year preceding entry of judgment in this action;
13

14 (B) The right to pump or authorize others to extract from the Antelope Valley
15 Groundwater Basin an amount of water equal in quantity to that amount of water previously
16 purchased by each of the Public Water Suppliers from the Antelope Valley-East Kern Water
17 Agency; and which has augmented the supply of water in the Basin in any year preceding entry of
18 judgment in this action.
19

20 (C) The right to pump or authorize others to extract from the Antelope Valley
21 Groundwater Basin an amount of water equal in quantity to that amount of water purchased in the
22 future by each of the Public Water Suppliers from the Antelope Valley-East Kern Water Agency
23 which augments the supply of water in the Basin; and
24

25 (D) The right to pump or authorize others to extract from the Antelope Valley
26 Basin an amount of water equal in quantity to that volume of water injected into the Basin or
27 placed within the Basin by each of the Public Water Suppliers or on behalf of any of them.
28

FIRST CAUSE OF ACTION

(Declaratory Relief – Prescriptive Rights – Against All Cross-Defendants Except the United States And Other Public Entity Cross-Defendants)

39. The Public Water Suppliers re-allege and incorporate by reference each and all of the preceding paragraphs as though fully set forth herein.

40. For over fifty years, the California Supreme Court has recognized prescriptive water rights. The Public Water Suppliers allege that, for more than five years and before the date of this cross-complaint, they have pumped water from the Basin for reasonable and beneficial purposes, and done so under a claim of right in an actual, open, notorious, exclusive, continuous, hostile and adverse manner. The Public Water Suppliers further allege that each cross-defendant had actual and/or constructive notice of these activities, either of which is sufficient to establish the Public Water Suppliers' prescriptive rights.

41. Public Water Suppliers contend that each cross-defendant's rights to pump water from the Basin are subordinate to the Public Water Suppliers' prescriptive rights and to the general welfare of the citizens, inhabitants and customers within the Public Water Suppliers' respective service areas and/or jurisdictions.

42. An actual controversy has arisen between the Public Water Suppliers and cross-defendants, and each of them. Public Water Suppliers allege, on information and belief, that each cross-defendant disputes the Public Water Suppliers' contentions, as described in the immediately preceding paragraph.

43. Public Water Suppliers seek a judicial determination as to the correctness of their contentions and an *inter se* finding as to the priority and amount of water they and each cross-defendant are entitled to pump from the Basin.

SECOND CAUSE OF ACTION

(Declaratory Relief – Appropriative Rights – Against All Cross-Defendants)

44. The Public Water Suppliers re-allege and incorporate by reference each and all of the preceding paragraphs as though fully set forth herein.

45. Public Water Suppliers allege that, in addition or alternatively to their prescriptive rights, they have appropriative rights to pump water from the Basin.

46. Appropriative rights attach to surplus water from the Basin.

47. Surplus water exists when the pumping from the Basin is less than the safe yield. It is the maximum quantity of water which can be withdrawn annually from a groundwater Basin under a given set of conditions without causing an undesirable result. “Undesirable results” generally refer to gradual lowering of the groundwater levels in the Basin, but also includes subsidence.

48. Persons and/or entities with overlying rights to water in the Basin are only entitled to make reasonable and beneficial use of the Basin’s native safe yield.

49. An actual controversy has arisen between the Public Water Suppliers and cross-defendants, and each of them. The Public Water Suppliers allege, on information and belief, that all cross-defendants, and each of them, seek to prevent the Public Water Suppliers from pumping surplus water.

50. The Public Water Suppliers seek a judicial determination as to the Basin’s safe yield, the quantity of surplus water available, if any, the correlative overlying rights of each cross-defendant to the safe yield and an *inter se* determination of the rights of persons an/or entities

with overlying, appropriative and prescriptive rights to pump water from the Basin.

THIRD CAUSE OF ACTION

(Declaratory Relief – Physical Solution – Against All Cross-defendants)

51. The Public Water Suppliers re-allege and incorporate by reference each and all of the preceding paragraphs as though fully set forth herein.

52. Upon information and belief, the Public Water Suppliers allege that cross-defendants, and each of them, claim an interest or right to Basin water; and further claim they can increase their pumping without regard to the rights of the Public Water Suppliers. Unless restrained by order of the court, cross-defendants will continue to take increasing amounts of water from the Basin, causing great and irreparable damage and injury to the Public Water Suppliers and to the Basin. Money damages cannot compensate for the damage and injury to the Basin.

53. The amount of Basin water available to the Public Water Suppliers has been reduced because cross-defendants have extracted, and continue to extract increasingly large amounts of water from the Basin. Unless the court enjoins and restrains cross-defendants, and each of them, the aforementioned conditions will worsen. Consequently, the Basin's groundwater supply will be further depleted, thus reducing the amount of Basin water available to the public.

54. California law makes it the duty of the trial court to consider a "physical solution" to water rights disputes. A physical solution is a common-sense approach to resolving water rights litigation that seeks to satisfy the reasonable and beneficial needs of all parties through augmenting the water supply or other practical measures. The physical solution is a practical way of fulfilling the mandate of the California Constitution (Article X, section 2) that the water resources of the State be put to use to the fullest extent of which they are capable.

1 55. This court must determine, impose and retain continuing jurisdiction in order to
2 enforce a physical solution upon the parties who pump water from the Basin, and thereby prevent
3 irreparable injury to the Basin. Available solutions to the Basin problems may include, but are
4 not limited to, the court appointment of a watermaster, and monetary and metering and
5 assessments upon water extraction from the Basin. Such assessments would pay for the purchase,
6 delivery of supplemental supply of water to the Basin.

7
8 **FOURTH CAUSE OF ACTION**

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

10 56. The Public Water Suppliers re-allege and incorporate by reference each and all of
11 the preceding paragraphs as though fully set forth herein.

12
13 57. The Public Water Suppliers have rights to pump water from the Basin to meet
14 existing public water needs, and also to take increased amounts of Basin water as necessary to
15 meet future public needs. The Public Water Suppliers’ rights to Basin water exist both as a result
16 of the priority and extent of their appropriative and prescriptive rights, and as a matter of law and
17 public policy of the State of California: “It is hereby declared to be the established policy of this
18 State that the use of water for domestic purposes is the highest use of water and that the next
19 highest use is for irrigation.” (*Water Code* §106.)

20
21 58. *Water Code* Section 106.5 provides: “It is hereby declared to be the established
22 policy of this State that the right of a municipality to acquire and hold rights to the use of water
23 should be protected to the fullest extent necessary for existing and future uses. . . .”

24
25 59. Under *Water Code* sections 106 and 106.5, the Public Water Suppliers have a prior
26 and paramount right to Basin water as against all non-municipal uses.

61. The Public Water Suppliers seek a judicial determination as to the correctness of their contentions and to the amount of water the parties may pump from the Basin. The Public Water Suppliers also seek a declaration of their right to pump water from the Basin to meet their reasonable present and future needs, and that such rights are prior and paramount to the rights, if any, of cross-defendants to use Basin water for irrigation purposes.

(Declaratory Relief – Storage Of Imported Water – Against All Cross-defendants)

63. The Public Water Suppliers purchase and use water from the State Water Project. State Project water is not native to the Basin. Importing State Project water decreases the Public Water Suppliers' need to pump water from the Basin. The Public Water Suppliers' purchase and delivery of State Project water is the reason it has been brought to the Basin. The Public Water Suppliers pay a substantial annual cost to import State Project water; this amount is subject to periodic increases.

CROSS-COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF AND ADJUDICATION OF WATER RIGHTS

66. An actual controversy has arisen between the Public Water Suppliers and cross-defendants. The Public Water Suppliers allege, on information and belief, that cross-defendants dispute their contentions in Paragraphs 1 through 39, of this cross-complaint.

67. The Public Water Suppliers seek a judicial determination as to the correctness of their contentions that they may store imported State Project water in the Basin, recapture such imported State Project water, and that they have the sole right to pump or otherwise use such imported State Project water.

(Declaratory Relief – Recapture Of Return Flows

From Imported Water Stored in The Basin – Against All Cross-defendants)

68. The Public Water Suppliers re-allege and incorporate by reference each and all of the preceding paragraphs as though fully set forth herein.

69. Some of the State Project water typically returns and/or enters the Basin, and will continue to do so. This water is commonly known as “return flows.” These return flows further augment the Basin’s water supply.

70. The Public Water Suppliers allege there is underground space available in the Basin to store return flows from imported State Project water.

1 71. The Public Water Suppliers have the sole right to recapture return flows
2 attributable to their State Project water, or such water imported on their behalf. The rights of
3 cross-defendants, if any, are limited to the Basin's native supply and/or to their imported water,
4 and do not extend to groundwater attributable to the Public Water Suppliers' return flows.

5
6 72. An actual controversy has arisen between the Public Water Suppliers and cross-
7 defendants. The Public Water Suppliers allege, on information and belief, that cross-defendants
8 dispute their contentions in Paragraphs 1 through 43 of this cross-complaint.

9
10 73. The Public Water Suppliers seek a judicial determination as to the correctness of
11 their contentions, and that they have the sole right to recapture return flows in the Basin, both at
12 present and in the future.

13
14 **SEVENTH CAUSE OF ACTION**

15 **(Unreasonable Use Of Water - Against All Cross-Defendants Except Public Entity Cross-**
16 **Defendants)**

17 74. The Public Water Suppliers re-allege and incorporate by reference each and all of
18 the preceding paragraphs as though fully set forth herein.

19
20 75. The California Constitution (Article X, Section 2) provides the cardinal principle
21 of California water law, superior to any water rights priorities and requires that water use not be
22 unreasonable or wasteful. The reasonable use of water depends on the facts and circumstances of
23 each case; what may be reasonable in areas of abundant water may be unreasonable in an area of
24 scarcity; and, what is a beneficial use at one time may become a waste of water at a later time.

25
26 76. The Public Water Suppliers are informed and believe, and on that basis allege, that
27 some cross-defendants' use of water is unreasonable in the arid Antelope Valley and therefore
28

1 constitutes waste, unreasonable use or an unreasonable method of diversion or use within the
2 meaning of the California Constitution (Article X, section 2). Such uses are thereby unlawful.

3
4 77. An actual controversy has arisen between the Public Water Suppliers and cross-
5 defendants. The Public Water Suppliers allege, on information and belief, that the cross-
6 defendants dispute their contentions in Paragraphs 1 through 43 of this Cross-Complaint.

7
8 78. The Public Water Suppliers seek a judicial declaration that cross-defendants have
9 no right to any unreasonable use, unreasonable methods of use, or waste of water. Cross-
10 defendants' rights, if any, must be determined *inter se* based on the reasonable use of water in the
11 Antelope Valley rather than upon the amount of water actually used.

12
13 **EIGHTH CAUSE OF ACTION**

14 **(Declaratory Relief Re Boundaries Of Basin)**

15 91. The Public Water Suppliers re-allege and incorporate by reference each and all of
16 the preceding paragraphs as though fully set forth herein.

17
18 92. An actual controversy has arisen between the Public Water Suppliers and cross-
19 defendants, and each of them, regarding the actual physical dimensions and description of the
20 Basin for purposes of determining the parties rights to water located therein. The Public Water
21 Suppliers allege, on information and belief, that cross-defendants dispute the Public Water
22 Suppliers' contentions, as set forth in Paragraphs 1 through 38, inclusive, of this cross-complaint.

23
24 93. The Public Water Suppliers seek a judicial determination as to the correctness of
25 their contentions and an *inter se* finding as to the actual physical dimensions and description of
26 the Basin.

PRAYER FOR RELIEF

WHEREFORE, the Public Water Suppliers pray for judgment as follows:

1. Judicial declarations consistent with the Public Water Suppliers' contentions in the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action in this cross-complaint;
 2. For preliminary and permanent injunctions which prohibit cross-defendants, and each of them, from taking, wasting or failing to conserve water from the Basin in any manner which interferes with the rights of the Public Water Suppliers to take water from or store water in the Basin to meet their reasonable present and future needs;
 3. For prejudgment interest as permitted by law;
 4. For attorney, appraisal and expert witness fees and costs incurred in this action;
- and
5. Such other relief as the court deems just and proper.

Dated: January 18, 2006

BEST BEST & KRIEGER LLP

By

ERIC L. GARNER
JEFFREY V. DUNN
MARC S. EHRLICH
JILL N. WILLIS
Attorneys for Cross-Complainants
ROSAMOND COMMUNITY SERVICES
DISTRICT, ET AL.