

EXHIBIT “H”

10/27

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ROSAMOND COMMUNITY SERVICES
7 DISTRICT

EXEMPT FROM FILING FEES UNDER
GOVERNMENT CODE SECTION 6103
(ENDORSED)

FILED

OCT 27 2005

KIRI TORRE
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY ROWENA A. WALKER DEPUTY

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SANTA CLARA

11 **FILED BY FAX**

12 Coordination Proceeding
Special Title (Rule 1550(b))

13 ANTELOPE VALLEY GROUNDWATER
14 CASES

15 Included Action:

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

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

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

26 ROSAMOND COMMUNITY SERVICES
27 DISTRICT,

28 Cross-Complainant,

Case No. 1-05-CV-049053
Judge: Honorable Jack Komar

CROSS-COMPLAINT OF ROSAMOND
COMMUNITY SERVICES DISTRICT FOR
DECLARATORY AND INJUNCTIVE
RELIEF AND ADJUDICATION OF WATER
RIGHTS

1-VPUBVVVD1702575.1

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

v.

DIAMOND FARMING COMPANY;
WM. BOLTHOUSE FARMS, INC.;
BOLTHOUSE PROPERTIES, INC.;
CALIFORNIA WATER SERVICE
COMPANY;
CITY OF LANCASTER;
CITY OF PALMDALE;
LITTLEROCK CREEK IRRIGATION
DISTRICT;
PALMDALE WATER DISTRICT;
PALM RANCH IRRIGATION
DISTRICT;
QUARTZ HILL WATER DISTRICT;
and DOES 1 through 25,000 inclusive,

Cross-Defendants.

Cross-Complainant Rosamond Community Services District alleges:

INTRODUCTION

1. This cross-complaint seeks a judicial determination of rights to ground water within the Antelope Valley Groundwater Basin. The adjudication is necessary to protect and conserve the groundwater supply of the Antelope Valley that is vital to the health, safety and welfare of persons and entities who depend upon water deliveries from Rosamond Community Services District ("Rosamond"). For these reasons, the Rosamond files this complaint to promote and protect the general public welfare in the Antelope Valley; to protect the Rosamond's rights to pump and deliver water to the public; to protect the Antelope Valley from a loss of the public groundwater supply, to prevent degradation of the quality of the public groundwater supply; and to prevent land subsidence and higher costs to the public for water.

2. Rosamond provides water to more than 3,500 residents of Kern County for domestic uses, irrigation, and fire protection. To provide water to the public, Rosamond has drilled and equipped wells to pump groundwater. Rosamond has also constructed, maintained

1 and operated a waterworks delivery system to supply the groundwater to the public.

2
3 3. Rosamond has appropriative and prescriptive rights to Basin groundwater as
4 Rosamond has pumped water from the Basin since at least 1969, and its predecessor-in-interest
5 pumped water before that time. Since that time, Rosamond has pumped water from the Antelope
6 Valley Basin and/or stored water in the Antelope Valley Basin by reasonable extraction means
7 and has used the Antelope Valley Basin and/or its water for reasonable and beneficial purposes,
8 and has done so under a claim of right in an actual, open, notorious, exclusive, continuous,
9 uninterrupted, hostile, adverse use and/or manner for a period of time of at least five years and
10 before filing this cross-complaint.

11
12 4. Due to the shortage of water in the Basin, Rosamond has purchased State Water
13 Project water from the Antelope Valley-East Kern Water Agency in addition to pumping
14 groundwater. The Project water originates in northern California and would not reach the Basin
15 but for Rosamond's purchases. Rosamond purchases approximately at least 1200 acre feet of
16 Project water each year and delivers the purchased Project water to the public through
17 Rosamond's waterworks systems.

18
19 5. Rosamond depends on the Basin for pumping of approximately at least 1950 acre
20 feet of water each year. Rosamond customers use Project water for a variety of uses and thus a
21 portion of the Project water percolates into the Basin and commingles with the Basin's water
22 from natural sources. Rosamond's purchase and delivery of Project water augments the natural
23 supply of groundwater in the Basin. Without the substantial investment by Rosamond in
24 purchasing the Project water, Rosamond would need to pump additional groundwater each year.

25
26 6. By storing Project water or other imported water in the Basin, Rosamond could
27 recover the stored water during times of drought, water supply emergencies, or other water
28 shortages to ensure a safe and reliable supply of water to the public.

A. The right to pump groundwater from the Antelope Valley Groundwater Basin in an annual amount equal to the highest volume of groundwater extracted by Rosamond in any year preceding entry of judgment in this action;

B. The right to pump or authorize others to extract from the Antelope Valley Groundwater Basin an amount of water equal in quantity to that amount of water previously purchased by Rosamond from the Antelope Valley-East Kern Water Agency; and which has augmented the supply of water in the Basin in any year preceding entry of judgment in this action;

C. The right to pump or authorize others to extract from the Antelope Valley Groundwater Basin an amount of water equal in quantity to that amount of water purchased in the future by Rosamond from the Antelope Valley-East Kern Water Agency which augments the supply of water in the Basin; and

D. The right to pump or authorize others to extract from the Antelope Valley Basin an amount of water equal in quantity to that volume of water injected into the Basin or placed within the Basin by Rosamond or on its behalf.

BACKGROUND

8. The Antelope Valley Groundwater Basin is located in Los Angeles and Kern Counties. The Basin is located in an arid valley in the Mojave Desert, about 50 miles northeast of Los Angeles. The Basin encompasses about 940 square miles and generally includes the

1 communities of Lancaster, Palmdale and Rosamond. The Basin is bounded on the south by the
2 San Gabriel Mountains and on the northwest by the Tehachapi Mountains.

3
4 9. For over a century California courts have used the groundwater basin concept to
5 resolve groundwater disputes. A groundwater basin is an alluvial aquifer with reasonably well-
6 defined boundaries in both lateral and vertical direction.

7
8 10. Before there was groundwater pumping, natural water recharge to the Basin was in
9 balance with water discharged from the Basin; and water levels generally remained constant and
10 in a state of long-term equilibrium. Beginning in or about 1915 there was significant pumping,
11 primarily for agricultural purposes. Over time the rise of agricultural pumping destroyed the
12 groundwater level equilibrium and caused a long-term decline in groundwater levels and
13 groundwater storage in the Basin.

14
15 11. There has never been a limit on groundwater pumping in the Basin. As a result of
16 this lack of groundwater control and management over the past eighty years, the Basin has lost an
17 estimated eight million acre feet of water. This loss of groundwater caused chronic declines in
18 groundwater levels and land subsidence.

19
20 12. Land subsidence is the sinking of the Earth's surface due to subsurface movement
21 of earth materials and is primarily caused by groundwater pumping. Rosamond is informed and
22 believes and upon that basis alleges that as much as six feet of subsidence has occurred in
23 portions of the Basin. The negative effects of land subsidence observed in the Basin include loss
24 of groundwater storage space, cracks and fissures at the land surface and damage to real property.

25
26 13. Land subsidence, loss of groundwater storage, and declining groundwater levels
27 injure the public welfare and threaten the communities that depend upon the Basin water. Land
28 subsidence and chronic declines in groundwater levels continue because of unlimited

1 groundwater pumping in the Basin.

2
3 14. Although agricultural pumping temporarily decreased when groundwater levels
4 became too low for agriculture to pump water from the Basin, agricultural pumping has increased
5 in the past decade. During the same time, continued urbanization in the Antelope Valley has
6 increased the public's need for water. Existing pumping causes damage and injury to the Basin
7 including land subsidence will increase until the court establishes a safe yield for the Basin and
8 limits pumping to the Basin's safe yield.

9
10 15. Rosamond is informed and believes and upon that basis alleges the Basin is and
11 has been in an overdraft condition for more than five (5) consecutive years and before the filing
12 of the complaint in Riverside County Superior Court Case No. 344436 entitled *Diamond Farming*
13 *Company vs. City of Lancaster*, and before the filing of this Cross-Complaint. During said time
14 periods, total annual demands upon the Basin have exceeded and continue to exceed the supply of
15 water from natural sources. Consequently, there is and has been a progressive and chronic
16 decline in Basin water levels and the available natural supply is being and has been chronically
17 depleted. Until limited by order and judgment of the court, potable Basin water will be exhausted
18 and land subsidence will continue.

19
20 16. Upon information and belief, each cross-defendant has, and is now, pumping,
21 appropriating and diverting water from the natural supply of the Basin, and/or claims some
22 interest in the Basin water. Rosamond is informed and believes and upon that basis alleges that
23 cross-defendants' combined extraction of water exceeds the safe yield and that each cross-
24 defendant claims a right to take water and threatens to increase its taking of water without regard
25 to Rosamond's rights. Cross-defendants' pumping reduces Basin water tables and contributes to
26 the deficiency of the Basin water supply as a whole. The deficiency results in a shortage of water
27 to the public who depend upon Rosamond to supply water from the Basin. Cross-defendants'
28 continued and increasing extraction of Basin water has resulted in, and will result in, a

1 diminution, reduction and impairment of the Basin water supply; land subsidence; and has and
2 will deprive Rosamond of its rights to provide water for the public's health, welfare and benefit.

3
4 17. Rosamond is informed and believes and thereon alleges there are conflicting
5 claims of rights to the Basin and/or its water.

6
7 18. Rosamond is informed and believes and thereon alleges that cross-defendants who
8 own real property in the Basin claim an overlying right to pump Basin water. The overlying right
9 is limited to the native safe yield of the Basin. Rosamond alleges that because subsidence is an
10 undesirable result and is occurring in the Basin, cross-defendants are and have been pumping
11 more than the Basin's safe yield.

12
13 **PARTIES**

14
15 19. Rosamond is informed and believes, and on that basis alleges, that Diamond
16 Farming Company is a California corporation doing business in Los Angeles County.

17
18 20. Rosamond is informed and believes, and on that basis alleges, that Wm. Bolthouse
19 Farms, Inc., is a Michigan corporation doing business in Los Angeles County.

20
21 21. Rosamond is informed and believes, and on that basis alleges, that the California
22 Water Service Company is a California corporation that receives water from the Basin.

23
24 22. Rosamond is informed and believes, and on that basis alleges, that the City of
25 Lancaster is a municipal corporation that receives water from the Basin.

26
27 23. Rosamond is informed and believes, and on that basis alleges, that the City of
28 Palmdale is a municipal corporation that receives water from the Basin.

25. Rosamond is informed and believes, and on that basis alleges, that the Palmdale Water District is a public agency that pumps groundwater from the Basin.

26. Rosamond is informed and believes that the Palm Ranch Irrigation District is a public agency that pumps groundwater from the Basin.

27. Rosamond is informed and believes, and on that basis alleges, that the Quartz Hill Water District is a public agency that pumps groundwater from the Basin.

28. Rosamond is informed and believes, and on that basis alleges, that cross-defendant Does 1 through 25,000, inclusive, own and/or lease real property within the Antelope Valley Groundwater Basin, extract water from the Basin, claim some right, title or interest to Basin water, and/or that their claims are adverse to Rosamond's rights and claims. It is unaware of their true names and capacities and therefore sues those cross-defendants by fictitious names. Rosamond will seek leave to amend this cross-complaint to add such names and capacities when ascertained.

FIRST CAUSE OF ACTION

(For Declaratory Relief – Prescriptive Rights – Against all Cross-defendants Except
Public Entity Cross-defendants)

29. Rosamond alleges and incorporates by reference herein allegations in paragraphs 1 through 28, inclusive.

30. For over fifty years, the California Supreme Court has recognized prescriptive

1 water rights. Rosamond alleges that it has continuously and for more than five years and before
2 the date of this cross-complaint, pumped water from the Basin for reasonable and beneficial
3 purposes and has done so under a claim of right in an actual, open, notorious, exclusive,
4 continuous, hostile and adverse manner. Rosamond further alleges that each cross-defendant has
5 had actual and/or constructive notice of Rosamond's pumping either of which is sufficient to
6 establish Rosamond's prescriptive right.

7
8 31. Rosamond contends that each cross-defendant's rights to pump Basin water are
9 subordinate to Rosamond's prescriptive right and to the general welfare of the citizens, inhabitants
10 and customers serviced by Rosamond.

11
12 32. An actual controversy has arisen between Rosamond and cross-defendants, and
13 each of them. Rosamond alleges, on information and belief, that each cross-defendant disputes
14 the contentions of Rosamond as described in the immediately preceding paragraph.

15
16 33. Rosamond seeks a judicial determination as to the correctness of its contentions
17 and an *inter se* finding as to the priority and amount of Basin water to which Rosamond and each
18 cross-defendant are entitled to pump from the Basin.

19
20
21 **SECOND CAUSE OF ACTION**

22
23 (For Declaratory Relief – Appropriative Rights – Against all Cross-defendants)

24
25 34. Rosamond alleges and incorporates by reference herein allegations in paragraphs 1
26 through 33, inclusive.

27
28 35. Rosamond alleges that in addition to, or alternatively to, its prescriptive rights, it

1 has appropriative rights to pump water from the Basin. Appropriative rights attach to surplus
2 water from the Basin. There is surplus water in the Basin when the amount of water being
3 extracted from it is less than the maximum that can be withdrawn without adverse effects on the
4 Basin's long-term supply.

5
6 36. Surplus water exists when the pumping from the Basin is less than the safe yield.
7 Safe yield is the maximum quantity of water which can be withdrawn annually from a
8 groundwater Basin under a given set of conditions without causing an undesirable result.
9 Undesirable result generally refers to a gradual lowering of the groundwater levels in the Basin,
10 but also includes subsidence.

11
12 37. Overlying pumpers are only entitled to make reasonable and beneficial use of the
13 native safe yield.

14
15 38. An actual controversy has arisen between Rosamond and cross-defendants, and
16 each of them. Rosamond alleges, on information and belief, that all cross-defendants, and each of
17 them, seek to prevent Rosamond from pumping surplus water.

18
19 39. Rosamond seeks a judicial determination as to the Basin's safe yield, the quantity
20 of surplus water available, if any, the correlative overlying rights of each cross-defendant to the
21 safe yield and an *inter se* determination of the rights of overlying, appropriative and prescriptive
22 pumpers.

23
24
25 **THIRD CAUSE OF ACTION**

26
27 (For Declaratory Relief – Physical Solution – Against all Cross-defendants)

1 40. Rosamond alleges and incorporates by reference herein allegations in paragraphs 1
2 through 39, inclusive.

3
4 41. Upon information and belief, Rosamond alleges that cross-defendants, and each of
5 them, claim an interest or right to Basin water; and further claim they can increase their pumping
6 without regard to the rights of Rosamond. Unless restrained by order of the court, cross-
7 defendants will continue to take increasing amounts of Basin water to the great and irreparable
8 damage and injury to Rosamond and to the Basin. The damage and injury to the Basin cannot be
9 compensated for in money damages.

10
11 42. By reason of the large and increasing amounts of Basin water extracted by cross-
12 defendants as alleged above, the amount of Basin water available to Rosamond has been reduced.
13 Unless cross-defendants and each of them are enjoined and restrained, the aforementioned
14 conditions will continue and will become more severe; and there will be further depletion of the
15 Basin groundwater supply which will further permanently damage the Basin's ability to supply
16 water to the public.

17
18 43. Pursuant to California law it is the duty of the trial court to consider a "physical
19 solution" to water rights disputes. A physical solution is a common sense approach to resolving
20 water rights litigation that seeks to satisfy the reasonable and beneficial needs of all parties
21 through augmenting the water supply or other practical measures. The physical solution is a
22 practical way of fulfilling the mandate of Article X, section 2 of the California Constitution that
23 the water resources of the State be put to use to the fullest extent of which they are capable.

24
25 44. To prevent irreparable injury to the Basin, it is necessary that the court determine,
26 impose and retain continuing jurisdiction to enforce a physical solution upon the parties who
27 pump water from the Basin. The solution to the Basin problems may include, but is not limited
28 to, a monetary assessment, and metering and assessments upon Basin water extraction to pay for

1 the purchase, delivery of supplemental supply of water to the Basin, and the court appointment of
2 a watermaster.

3
4 **FOURTH CAUSE OF ACTION**

5 (For Declaratory Relief – Municipal Priority – Against all Cross-defendants)

6
7 45. Rosamond alleges and incorporates by reference herein allegations in paragraphs 1
8 through 44, inclusive.

9
10 46. Rosamond has the right to pump water from the Basin not only to meet existing
11 public water needs, but also to take increased amounts of Basin water as necessary to meet future
12 public needs. Rosamond's rights to Basin water exist not only as a result of the priority and
13 extent of Rosamond's appropriative and prescriptive rights, but exist as a matter of law and public
14 policy of the State of California: "It is hereby declared to be the established policy of this State
15 that the use of water for domestic purposes is the highest use of water and that the next highest
16 use is for irrigation." (*Water Code* §106.)

17
18 47. *Water Code* Section 106.5 provides: "It is hereby declared to be the established
19 policy of this State that the right of a municipality to acquire and hold rights to the use of water
20 should be protected to the fullest extent necessary for existing and future uses. . . ."

21
22 48. Under *Water Code* sections 106 and 106.5, Rosamond has a prior and paramount
23 right to Basin water as against all non-municipal uses.

24
25 49. An actual controversy has arisen between Rosamond and cross-defendants.
26 Rosamond alleges, on information and belief, that cross-defendants dispute Rosamond's
27 contentions as described in paragraphs 46 through 48, inclusive. Rosamond is informed and
28 believes and on that basis alleges that groundwater pumped by a majority of the cross-defendants

1 is used for irrigation purposes.

2
3 50. Rosamond seeks a judicial determination as to the correctness of its contentions
4 and to the amount of Basin water to which the parties are entitled to pump from the Basin.
5 Rosamond also seeks a declaration that it has the right to pump water from the Basin to meet its
6 reasonable present and future needs, and that such rights are prior and paramount to the rights, if
7 any, of cross-defendants to use Basin water for irrigation purposes.

8
9 **FIFTH CAUSE OF ACTION**

10 (Declaratory Relief – Storage of Imported Water in The Basin – Against all Cross-defendants)

11
12 51. Rosamond alleges and incorporates by reference herein allegations in paragraphs 1
13 through 50, inclusive.

14
15 52. Rosamond purchases and uses water from the State Water Project. The Project
16 water is not native to the Basin and the imported Project water decreases Rosamond's pumping
17 from the Basin. This imported water would not otherwise have been brought to the Basin but for
18 Rosamond's purchase and delivery. Rosamond pays a substantial cost for this imported water
19 supply which cost is an annual amount subject to cost increases over time.

20
21 53. Rosamond alleges that there is available space in the Basin in which to store
22 imported water.

23
24 54. As an importer of Project water, Rosamond has the right to store imported Project
25 water in the Basin and Rosamond has the sole right to pump or otherwise use its stored imported
26 Project water. The rights, if any, of cross-defendants are limited to the native supply of the Basin
27 and to their own imported water, and cross-defendants' rights, if any, do not extend to
28 groundwater derived from any water imported into the Basin by Rosamond.

1 55. An actual controversy has arisen between Rosamond and cross-defendants.
2 Rosamond alleges, on information and belief, that cross-defendants' dispute Rosamond's
3 contentions in paragraphs 52 through 54, inclusive.
4

5 56. Rosamond seeks a judicial determination as to the correctness of its contentions,
6 that Rosamond can store and recapture its imported Project water in the Basin, and that
7 Rosamond has the sole right to pump or otherwise use such stored Project water.
8

9 **SIXTH CAUSE OF ACTION**

10 (Declaratory Relief – Recapture of Return Flows

11 From Imported Water Stored in The Basin – Against all Cross-defendants)
12

13 57. Rosamond alleges and incorporates by reference herein allegations in paragraphs 1
14 through 56, inclusive.
15

16 58. A portion of the water that Rosamond imports and uses and continues to import
17 and use from outside the Basin returns or enters and will continue to return or enter the Basin, and
18 are commonly known as “return flows.” These return flows augment the Basin’s water supply.
19

20 59. Rosamond alleges that there is available space in the Basin to store return flows
21 from the water imported by Rosamond.
22

23 60. Rosamond has the sole right to recapture return flows attributable to the water it
24 imports or is imported on Rosamond’s behalf. The rights, if any, of cross-defendants are limited
25 to the Basin’s native supply and/or to their imported water, and do not extend to groundwater
26 attributable to Rosamond’s return flows.
27

28 61. An actual controversy has arisen between Rosamond and cross-defendants.

1 Rosamond alleges, on information and belief, that cross-defendants' dispute Rosamond's
2 contentions in paragraphs 58 through 60, inclusive.

3
4 62. Rosamond seeks a judicial determination as to the correctness of its contentions
5 and that Rosamond has the sole right to recapture its imported return flows in the Basin at the
6 present and into the future.

7
8 **SEVENTH CAUSE OF ACTION**

9
10 (Unreasonable Use of Water - Against all Cross-defendants Except Public Entity Cross-
11 defendants)

12 63. Rosamond alleges and incorporates by reference herein allegations in paragraphs 1
13 through 62, inclusive.

14
15 64. Article X, Section 2 of the California Constitution is the cardinal principle of
16 California water law, superior to any water rights priorities and requires that water use not be
17 unreasonable or wasteful. The reasonable use of water depends on the facts and circumstances of
18 each case. What may be reasonable in areas of abundant water may be unreasonable in an area of
19 scarcity, and what is a beneficial use at one time may become a waste of water at a later time.

20
21 65. Rosamond is informed and believes and on that basis alleges that the use of water
22 by some cross-defendants for irrigation purposes is unreasonable in the arid Antelope Valley and
23 constitutes waste, unreasonable use or an unreasonable method of diversion or use within the
24 meaning of Article X, Section 2 of the California Constitution, and is thereby unlawful.

25
26 66. An actual controversy has arisen between Rosamond and cross-defendants.
27 Rosamond alleges, on information and belief, the cross-defendants dispute Rosamond's
28 contentions in paragraphs 64 through 65, inclusive.

1 67. Rosamond seeks a judicial declaration that cross-defendants have no rights to
2 unreasonable use, unreasonable methods of use, or waste of water, and their rights, if any, should
3 be determined *inter se* on the reasonable use of water in the arid Antelope Valley rather than upon
4 the amount of water actually used.

5
6 **EIGHTH CAUSE OF ACTION**

7
8 (Unreasonable Use of Water - Against Cross-defendants Diamond Farming and
9 Bolthouse Properties, Inc.)

10 68. Rosamond alleges and incorporates by reference herein allegations in paragraphs 1
11 through 67, inclusive.

12
13 69. Article X, Section 2 of the California Constitution is the cardinal principle of
14 California water law, superior to any priorities and requires that water use not be unreasonable or
15 wasteful. Reasonable use of water depends on the facts and circumstances of each case.

16
17 70. Rosamond is informed and believes and on that basis alleges that there were and
18 are overdraft conditions in the Basin before cross-defendants Diamond Farming and Bolthouse
19 Properties, Inc., began pumping Basin water. For their own private profit and in harm to the
20 public's need for a secure supply of Basin water, cross-defendants Diamond Farming and
21 Bolthouse Properties, Inc., have increased their pumping so that they collectively take more Basin
22 water than any other single user of Basin water - despite existing Basin overdraft conditions
23 including land subsidence.

24
25 71. Cross-defendants Diamond Farming and Bolthouse Properties, Inc., recently
26 commenced additional, excessive pumping of Basin water for their private profit that causes harm
27 to existing agricultural users of Basin water and to the entities supplying water to the public, all of
28 whom depend upon a safe and secure Basin water supply. Given the water overdraft conditions

1 in the Basin, the excessive uses of Basin water by cross-defendants Diamond Farming and
2 Bolthouse Properties, Inc., require an unreasonable amount of Basin water in the arid Antelope
3 Valley and threaten established communities and agricultural users that were and are already
4 dependent upon Basin water.

5
6 72. Rosamond is informed and believes and on that basis alleges that recently
7 commenced use of Basin water by cross-defendants Diamond Farming and Bolthouse Properties,
8 Inc., is unreasonable in the arid Antelope Valley and constitutes waste, unreasonable use or an
9 unreasonable method of diversion or use within the meaning of Article X, Section 2 of the
10 California Constitution, and is injurious to the public and thereby unlawful.

11
12 73. An actual controversy has arisen between Rosamond and cross-defendants
13 Diamond Farming and Bolthouse Properties, Inc. Rosamond alleges, on information and belief,
14 the cross-defendants dispute Rosamond's contentions in paragraphs 69 through 72, inclusive.

15
16 74. Rosamond seeks a judicial declaration that cross-defendants Diamond Farming
17 and Bolthouse Properties, Inc., have no right to take Basin water in any way that harms the
18 public, creates a risk of overdraft conditions in the Basin, constitutes unreasonable methods of
19 use, or waste of water; and their rights, if any, should be determined *inter se* on the previously-
20 existing public and agricultural needs and uses of Basin water in the arid Antelope Valley.

21
22 **PRAYER FOR RELIEF**

23
24 WHEREFORE, Rosamond Community Services District prays for judgment as follows:

25
26 1. Judicial declarations consistent with Rosamond's contentions in paragraphs 31,
27 35-39, 40-44, 46-50, 52-56, 58-62, 64-67, and 69-74, above;

2. For preliminary and permanent injunctions which prohibit cross-defendants, and each of them, from taking, wasting or failing to conserve water from the Antelope Valley Groundwater Basin in any manner which interferes with the rights of Rosamond Community Services District to take water from or store water in the Basin to meet its reasonable present and future needs;

3. For prejudgment interest as permitted by law;

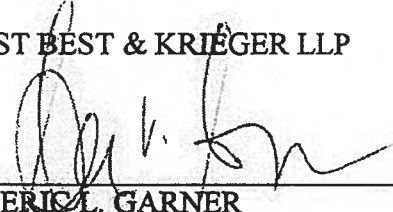
4. For attorney, appraisal and expert witness fees and costs incurred in this action; and

5. Such other relief as the court deems just and proper.

Dated: October 27, 2005

BEST BEST & KRIEGER LLP

By


ERIC L. GARNER
JEFFREY V. DUNN
JILL N. WILLIS

Attorneys for Cross-Complainant
ROSAMOND COMMUNITY SERVICES
DISTRICT

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 October 27, 2005, I served the within document(s):

CROSS-COMPLAINT OF ROSAMOND COMMUNITY SERVICES DISTRICT FOR DECLARATORY AND INJUNCTIVE RELIEF AND ADJUDICATION OF WATER RIGHTS

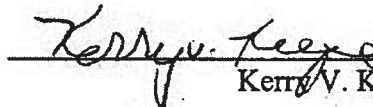
- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth 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.

(SEE ATTACHED SERVICE LIST)

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 October 27, 2005 at Irvine, California.


Kerry V. Keefe

SERVICE LIST

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