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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

Coordination Proceeding Special Title (Rule 1550 (b))

ANTELOPE VALLEY GROUNDWATER CASES

Included actions:

Los Angeles County Waterworks District No. 40 vs. Diamond Farming Company
Los Angeles Superior Court
Case No. BC 325201

Los Angeles County Waterworks District No. 40 vs. Diamond Farming Company
Kern County Superior Court
Case No. S-1500-CV 254348 NFT

Diamond Farming Company vs. City of Lancaster
Riverside County Superior Court
Lead Case No. RIC 344436 [Consolidated w/Case Nos. 344668 & 353840]

AND RELATED CROSS-ACTIONS.

Judicial Council Coordination No. 4408

Case No.: 1-05-CV-049053

DIAMOND FARMING COMPANY, CRYSTAL ORGANIC FARMS, GRIMMWAY ENTERPRISES, INC. AND LAPIS LAND COMPANY, LLC'S NOTICE OF MOTION AND MOTION IN LIMINE FOR AN ORDER ESTABLISHING THE NECESSITY OF THE PUBLIC WATER PURVEYORS PROVING THE ELEMENTS OF PRESCRIPTION AS TO EACH LANDOWNER

Date: TO BE DETERMINED/SET BY THE COURT
Time:
Dept:

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TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that the Court will set the date, time and location for hearing the Motion in Limine for an Order Establishing the Necessity of the Public Water Purveyors Proving the Elements of Prescription as to Each Landowner filed herewith. Said motion is made to establish the legally required proof of the prescription claims asserted by the Public Water Purveyors, and is made in anticipation of trial and in order to focus and define the pretrial discovery required to meet the issue.

The Motion is based on this Notice of Hearing and Motion; the Memorandum of Points and Authorities Supporting the Motion for Judgment on the Pleadings, filed separately and concurrently herewith; all pleadings, papers, and records in the Superior Court Clerk's file pertaining to the action; and any Reply or Supplemental Memoranda or Requests for Judicial Notice which may be hereafter filed in support of the Motion; and on the oral argument presented at the time of the hearing.

Dated: September 20, 2013

LeBEAU • THELEN, LLP

By: _____
BOB H. JOYCE
Attorneys for Cross- Defendants DIAMOND FARMING COMPANY, a California corporation, CRYSTAL ORGANIC FARMS, a limited liability company, GRIMMWAY ENTERPRISES, INC., and LAPIS LAND COMPANY, LLC

I. AUTHORITY FOR THIS MOTION

Cross-defendants, DIAMOND FARMING COMPANY, CRYSTAL ORGANIC FARMS, GRIMMWAY ENTERPRISES, INC. and LAPIS LAND COMPANY, LLC ("DIAMOND"), bring this Motion In Limine for an order of this Court affirming that the Public Water Purveyors must present evidence of notice of hostility and adversity as to each individual landowner as part of the prescriptive claims of each Cross-complainant. This Motion is brought as an alternative to, and in connection with the "MOTION FOR JUDGMENT ON THE PLEADINGS." If that Motion is granted, then this Motion is moot.

A motion in limine is not specifically authorized or governed by any California statute. Consideration of such a motion, however, is authorized under Code of Civil Procedure section 128(a)(3), (8), which provides that every court has the power to provide for the orderly conduct of proceedings before it and to amend and control its process and orders to make them conform to law and justice. Additionally, Evidence Code section 350 allows the admission of relevant evidence only, Evidence Code section 352 authorizes the exclusion of unduly prejudicial evidence, and Evidence Code section 402(b) authorizes the hearing and determination of the admissibility of evidence out of the presence or hearing of the jury. California courts have approved of the use of motions in limine. (See *People v. Morris* (1991) 53 Cal. 3d 152, 188; *Clemens v. American Warranty Corp.* (1987) 193 Cal. App. 3d 444, 451; *Lemer v. Boise Cascade, Inc.* (1980) 107 Cal.App.3d 1, 9-12.)

There is no decision outlining procedural guidelines for a motion in limine. However, numerous cases discuss the use of pretrial motions to assess evidence before presenting it to the jury. (See, e.g., *Cherrigan v. City etc. of San Francisco* (1968) 262 Cal.App.2d 643, 646 ; *Sacramento, etc. Drainage Dist. ex rel. State Reclamation Bd. v. Reed* (1963) 215 Cal.App.2d 60, 66-68, modified, 217 Cal.App.2d 611.) A court has inherent equity, supervisory and administrative powers, as well as inherent power to control litigation and conserve judicial resources. (*Cottle v. Superior Court* (1992) 3 Cal.App.4th 1367, 1377.) Courts can conduct hearings and formulate rules of procedure where justice so demands. (*Walker v. Superior Court* (1991) 53 Cal.3d 257, 267-268; *Peat, Marwick, Mitchell & Co. v. Superior Court* (1988) 200 Cal.App.3d 272, 287.)

II. INTRODUCTION

It is well settled that "[a] prescriptive right to groundwater requires proof of the same elements required to prove a prescriptive right in any other type of property: a continuous five years of use that is actual, open and notorious, hostile and adverse to the original owner, and under claim of right." (*City of Santa Maria, et. al. v. Adam* (2012) 211 Cal.App.4th 266, 291, *citing California Water Service Co. v. Edward Sidebotham & Son, Inc.* (1964) 224 Cal.App.2d 715.

Here, the Cross-complaints seek to reverse the common law priority of all overlying landowners, and thus, they have the burden to prove by clear and convincing evidence every element

of prescription. However, the First Amended Cross-Complaint filed March 13, 2007 by the municipal Public Water Purveyors contains only the most general of allegations regarding the adversity and hostility, as follows:

> ". . . 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 Purveyors further allege that each cross-defendant had actual and/or constructive notice of these activities, [i.e., the pumping] either of which is sufficient to establish the Public Water Purveyors' prescriptive rights." (First Amended Cross complaint ¶ 42)

Nowhere in the Cross-complaint do the Public Water Purveyors claim that each individual landowner had actual notice of their adverse and hostile actions. Nor do the Public Water Purveyors claim any act of physical invasion or trespass on any landowner's real property. Instead, the Public Water Purveyors claim that "overdraft" is the *sine qua non* and that the prescriptive period commences upon the commencement of "overdraft." To the contrary, notice of adversity in fact is required to start the running of the statute. Thus, the purpose of this Motion is to secure an order of this Court confirming that the Public Water Purveyors must prove that each individual landowner had notice of each of the Public Water Purveyors' adverse claims.

III. COMMON LAW REQUIREMENTS OF A PRESCRIPTION CLAIM

This basin wide adjudication was initiated by Public Water Purveyors to establish a right superior and adverse to the title of all overlying property owners of private property. The Public Water Purveyors seek to establish a prescriptive right in groundwater. In *City of Barstow v. Mojave Water Agency* (2000) 23 Cal.4th 1224, the court provided an overview of the different types of water rights and how each was acquired:

> "Courts typically classify water rights in an underground basin as overlying, appropriative, and prescriptive. (*California Water Service Co.*, 224 Cal. App.2d at p. 725.) [Footnote omitted.] An overlying right, 'analogous to that of the riparian owner in a surface stream, is the owner's right to take water from the ground underneath for use on his land within the basin or watershed; it is based on the ownership of the land and is appurtenant thereto.' (*California Water Service Co., supra,* 224 Cal. App.2d at p.725.) One with overlying rights has rights superior to that of other persons who lack legal priority, but is nonetheless restricted to a reasonable beneficial use." *(Id.* at 1240.)
>
> . . . . .

> "In contrast to owners' legal priorities, we observe that '[t]he right of an appropriator . . . depends upon the actual taking of water. Where the taking is wrongful, it may ripen into a prescriptive right. Any person having a legal right to surface or groundwater may take only such amount as he reasonably needs for beneficial purposes . . . . Any water not needed for the reasonable beneficial use of those having prior rights is excess or surplus water and may rightly be appropriated on privately owned land for non-overlying use, such as devotion to public use or exportation beyond the basin or watershed [citation]. When there is a surplus, the holder of prior rights may not enjoin its appropriation [citation]. Proper overlying use, however, is paramount and the rights of an appropriator, being limited to the amount of the surplus [citation], must yield to that of the overlying owner in the event of a shortage, unless the appropriator has gained prescriptive rights through the [adverse, open and hostile] taking of non-surplus waters. As between overlying owners, the rights, like those of riparians, are correlative; [i.e.,] each may use only his reasonable share when water is insufficient to meet the needs of all [citation]. As between appropriators, however, the one first in time is the first in right, and a prior appropriator is entitled to all the water he needs, up to the amount he has taken in the past, before a subsequent appropriator may take any [citation].'" *(Id.* at 1241.)

The Public Water Purveyors inferentially assert that the ordinary priorities between them and all overlying landowners have been reversed due to their superior right acquired by prescription. In *Pleasant Valley Canal Co. v. Borrow* (1998) 61 Cal.App.4th 742, the court provided an overview of the elements required for a claim of prescription to prevail:

> "'The facts or elements which are necessary to the existence of a prescriptive water right have been set forth in a veritable forest of cases. To perfect such right, the use of the water must be: (1) actual, (2) open and notorious, (3) hostile and adverse to the original owner's title, (4) continuous and uninterrupted for the statutory period, and (5) under a claim of title in the claimant, and not by virtue of another right. [Citation.] The burden is upon the party who claims title by prescription to clearly prove by competent evidence all the elements essential to such title.' (*Peck v. Howard* (1946) 73 Cal.App.2d 308, 325-326 [167 P.2d 753].) A use is not adverse unless it deprives the owner of water to which he or she is entitled. (*City of Pasadena v. City of Alhambra* (1949) 33 Cal.2d 908, 927 [207 P.2d 17]; *Pabst v. Finmand, supra*, 190 Cal. at p. 128.)" [Emphasis Added.] (*Id.* at 784.)

The Public Water Purveyors claim their prescriptive rights based upon conclusionary averments that they have pumped groundwater from the Basin " . . . *under a claim of right in an actual, open, notorious, exclusive, continuous, hostile and adverse manner* . . ." for more than five years and before the filing of the Complaint. (First Amended Cross -complaint ¶42.) They then plead that all overlying landowners had "*actual and/or constructive notice*" of their "*pumping*" "*either of which is sufficient to establish*" their prescriptive rights. (*Ibid.*)

The general and conclusionary pleading by a string of adjectives intended to characterize the nature of the "pumping," is insufficient and devoid of underlying predicate facts of knowledge of

hostility, adversity and claim of right. The pled claim of exclusivity is contradicted by the express allegations of landowner pumping pled in the same Complaint. The pled claim that all Defendants had "actual and/or constructive notice" of District's "pumping" is uncertain and insufficient. The alleged notice of "pumping" alone is not pled notice of the "adverse claim of right" and will therefore require proof of notice to satisfy the notice requirement inherent in any prescriptive claim. The Public Water Purveyors claim that "overdraft" is the *sine qua non* and that the prescriptive period commences upon the commencement of "overdraft." To the contrary, notice of adversity in fact is required to start the running of the statute.

No Public Water Purveyor claims that it has physically invaded or trespassed upon landowners' real property or that of any overlying landowner. The Public Water Purveyors have not pled any conduct which would evidence or suggest that they have in any way interfered with the actual use and enjoyment by any landowner of its property. No Public Water Purveyor has alleged that it has by its pumping or any other conduct interfered with or limited in any way the exercise of the overlying right nor prevented any landowners' groundwater pumping. (See *Pleasant Valley Canal Co., supra*, p. 784.)

IV. A SHOWING OF ONLY OVERDRAFT IS NOT SUFFICIENT. THE PUBLIC WATER PURVEYORS MUST SHOW NOTICE OF HOSTILITY AND ADVERSITY AS TO EACH INDIVIDUAL LANDOWNER.

The Public Water Purveyors allege that their use became adverse to those of the landowners at the moment when there was an overdraft of the area of adjudication. While that statement would be correct if all of the landowners had notice of the Public Water Purveyors' adverse claim, the mere fact that an overdraft existed is not sufficient in itself to put the landowners on notice of the Public Water Purveyors' adverse claim. Furthermore, the Public Water Purveyors must offer proof of knowledge of adversity as to each individual landowner, and cannot just make a sweeping claim it was adverse to all landowners. In *Los Angeles v. San Fernando*, (1975) 14 Cal.3d 199, the defendants claimed a prescriptive water right in a groundwater basin. The court held in part as follows:

> "The commencement of overdraft provides the element of adversity which makes the first party's taking an invasion constituting a basis for injunctive relief to the other party. [citations

omitted] But if the other party is not on notice that the overdraft exists, such adverse taking does not cause the commencement of the prescriptive period." (*Id.* at 282.)[Emphasis added].

. . .

"The findings that the takings from the basin were open and notorious and were continuously asserted to be adverse does not establish that the owners were on notice of adversity in fact caused by the actual commencement of overdraft. Nor have the parties called to our attention any evidence in the record from which the trial court could have fixed any time at which the owners of Sylmar basin rights should reasonably be deemed to have received notice of the commencement of overdraft in the basin." *(Id.* at 283.)

Since prescription is premised upon conduct sufficiently hostile and adverse, such that it must give to the injured party notice and a right of action, and given that the Public Water Purveyors are governmental entities, invested with the power of eminent domain, the claimed taking constituted inverse condemnation.[13] The prescriptive period on a claim asserted by a governmental subdivision of the state can never commence before and must in fact coincide with the accrual of a cause of action for damages (inverse condemnation). Therefore, the legal analysis used to fix the date of accrual of a cause of action in inverse condemnation must be, at the very least, applied to fixing the date upon which any prescriptive period asserted by the government as against private property can commence.

"In determining the related question as to when a cause of action for inverse condemnation accrues, a 'taking' occurs 'when the damaging activity has reached a level which substantially interferes with the owner's use and enjoyment of his property." (*Smith* v. *County of Los Angeles* (1989) 214 Cal.App.3d 266, 291; *Smart* v. *City of Los Angeles* (1980) 112 Cal.App.3d 232, 235.)

"It is by focusing on the impact of the governmental activity upon the property owners actual use that the courts have determined a date of 'taking' in inverse condemnation actions." (*Smart, supra*, at p. 238.)

Here, each landowner's use and enjoyment of their property is distinct from each other landowner. Farming interests pump groundwater for irrigation in the Antelope Valley. The Woods Class, as defined, pump groundwater. Additionally, there are virtually hundreds of landowners who pump for other industrial and/or other purposes. Many do not have wells nor pump groundwater at all but who nonetheless have dormant unexercised overlying rights. The Public Water Purveyors likewise pump groundwater for retail sale for municipal and industrial use. It is claimed that all pumping is from a common supply, however, there is not and never has been an actual trespass nor physical invasion by

[13] This presupposes of course that the Purveyors can by Statute or Constitutionally acquire title by prescription.

any Public Water Purveyor onto any overlying landowner's property.

> "Where there is no direct physical invasion of the landowner's property and the fact of taking is not immediately apparent, the limitations period is tolled until 'the damage is sufficiently appreciable to a reasonable [person] . . .." (*Mehl v. People Exrel. Dept. Pub. Wks.* (1975) 13 Cal.3d 710, 717.)

Thus, it is evident that if constitutionally sufficient notice of the adverse and hostile claim is not required, then appreciable damage and the identity and conduct of the governmental entity causing damage is a fundamental prerequisite to the commencement of the running of the statute of limitations for an inverse condemnation claim and thus the concurrent commencement of the prescriptive period. The Public Water Purveyors must prove the facts by which each inverse condemnation claim accrued as to each affected landowner.

There must exist congruence between the date upon which the prescriptive period commences and the date upon which a cause of action for inverse condemnation accrues. It is not coincidental that the prescriptive period is five years and the statute of limitations for inverse condemnation is that same five years. Thus, there must exist a congruence in time for the commencement of the prescriptive period and the simultaneous accrual of a cause of action for damages in inverse condemnation.[14]

The case of *Smart v. City of Los Angeles* (1980) 112 Cal.App.3d 232, is analogous to the issues at bench. In *Smart*, the plaintiff, the owner of a vacant parcel of land located near Los Angeles International Airport, brought an action for inverse condemnation based on a reduction in value of the property from jet overflights. In 1972, Mr. Smart discovered his damages when a prospective buyer was refused financing because of the land's exposure to high levels of noise. *Id.* at 234-235.

The Trial Court held that the "date of stabilization" [here overdraft] of the aircraft noise occurred in 1966, and that the lawsuit, filed in July of 1973, was therefor time-barred. The Court of Appeal

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14 "To perfect a claim based upon prescription there must, of course, be conduct which constitutes an actual invasion of the former owner's rights so as to entitle him to bring an action." (Emphasis added.) *(City of Pasadena, supra,* p. 927.)

"Generally, the limitations period on such inverse condemnation claims begins to run when the governmental entity takes possession of the property. (See *Ocean Shore R.R. Co. v. City of Santa Cruz, supra,* 198 198 Cal.App.3d at p. 272; see also *Williams v. Southern Pacific R.R. Co.* (1907) 150 Cal. 624, 627 [89 P. 599]; *Mosesian v. County of Fresno* (1972) 28 Cal.App.3d 493, 500-502 [104 Cal.Rptr. 655].) Where, however, there is no direct physical invasion of the landowner's property and the fact of taking is not immediately apparent, the limitations period is tolled until 'the damage is sufficiently appreciable to a reasonable [person] ....' (*Mehl v. People ex rel. Dept. Pub. Wks.* (1975) 13 Cal.3d 710, 717 [119 Cal.Rptr. 625, 532 P.2d 489].) *Otay Water District v. Beckwith* (1991) 1 Cal.App.4th 1041, 1048-1049 (Emphasis added.)

reversed and rejected the argument that an actionable invasion of property rights necessarily occurred when the aircraft noise [overdraft] had stabilized. *Id.*

The City argued that the airport noise would have been "sufficiently appreciable to a reasonable person" by the year 1966. *Id.* at 238. The Court made clear that it is not a hypothetical interference that determines a taking, but rather a substantial interference in fact with the property owner's actual use and enjoyment of the land. Accordingly:

> "In our opinion the aircraft overflight noise did not cause a substantial interference with plaintiff's actual use and enjoyment of the land until he attempted to sell it, thus his cause of action did not accrue until his discovery of the "red-lining" in 1972. (*Id.*)
>
> "It is by focusing on the impact of the governmental activity upon the property owner's *actual* use that the courts have determined a date of "taking" in inverse condemnation actions." (*Id.)* (Original emphasis.)
>
> The Court of Appeal then concluded on the subject:
>
> "In our rejection of the 'date of stabilization' approach to the fixing of a date of taking in this particular case, we merely recognize that property owners may be damaged by a given governmental activity in different ways and at different times." (Id.) [Emphasis added.]

This court has already acknowledged that differences within subareas of the overall area of adjudication evidenced different conditions despite an area wide overdraft.

Similarly, in *Drennen v. County of Ventura*, 38 Cal. App. 3d 84 (Cal. App. 2d Dist. 1974), the plaintiffs, owners of vacant land adjacent to the Ventura airport, brought an action against the County owned airport based on inverse condemnation. *Id.* at 86. The County of Ventura claimed that they had acquired a prescriptive avigation easement to fly over the plaintiff's land. *Id.* The trial court agreed with the County of Ventura and held that the County had acquired a prescriptive avigation easement and the plaintiffs appealed from that judgment. *Id.* The Court of Appeal held that " a prescriptive easement in the land of another is acquired only by means of an actionable invasion of the rights of the other in his land for the requisite period under the requisite conditions.(Citation omitted.)" (*Id.* at 86.) The court further held that:

> " According to the Restatement Second of Torts, supra, section 159, subdivision (2), comment (k), flight by aircraft in the airspace above the land of another is a trespass if, but only if, both entry into the immediate reaches of the airspace next to the land is involved and the entry

interferes substantially with the owner's actual use and enjoyment of his land. This proposition is generally in accord with existing California law. (See *Pacific Gas & E. Co. v. Peterson*, 270 Cal.App.2d 434, 437-438 [75 Cal.Rptr. 673]; *Sneed v. County of Riverside*, 218 Cal.App.2d 205, 210 [32 Cal.Rptr. 318].)" *Id.* at 88. [Emphasis Added].

In applying the above stated rule the Court of Appeal held that:

" Accordingly, under the foregoing circumstances, the overflight of aircraft during the claimed prescriptive period manifestly did not interfere substantially with plaintiffs' actual use and enjoyment of their land since there was no such use and enjoyment. Therefore, the overflights did not invade plaintiffs' rights in their land. This being so, no prescriptive easement to overfly plaintiffs' land was acquired." *Id.* at 88. [Emphasis Added.]

The foregoing compels a rejection of a hypothetical or "rote" concept of invasion of property rights, and accrual of claims. An asserted basin wide simultaneous accrual of all inverse condemnation claims is not consistent with law. An asserted basin wide simultaneous commencement of the prescriptive period is not consistent with law. The overdraft in the area of adjudication may establish the adversity element of the Public Water Purveyors' prescription claim only if the actual use of each individual landowner was affected. Meaning that the Public Water Purveyors' adversity must have substantially interfered with each landowner's use and enjoyment of their property.

The element of adversity cannot be established as to all of the landowners as one group because each individual landowner has at different times a different use of their property depending on whether they are a farmer, an industrial concern, or someone who had unexercised overlying water rights. Thus, this Court should not accept the Public Water Purveyors' contention that the overdraft is the *sine qua non* of a prescription claim and should instead order that the Public Water Purveyors offer evidence of whether each individual's use and enjoyment of their land was substantially interfered with so as to give them an accrued claim for inverse condemnation and thus the commencement of the prescriptive period.

Dated: September 20, 2013

LeBEAU • THELEN, LLP

By: _____
BOB H. JOYCE,
Attorneys for DIAMOND FARMING COMPANY, a California corporation, CRYSTAL ORGANIC FARMS, a limited liability company, GRIMMWAY ENTERPRISES, INC., and LAPIS LAND COMPANY, LLC

PROOF OF SERVICE

ANTELOPE VALLEY GROUNDWATER CASES
JUDICIAL COUNCIL PROCEEDING NO. 4408
CASE NO.: 1-05-CV-049053

I am a citizen of the United States and a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within action; my business address is: 5001 E. Commercenter Drive, Suite 300, Bakersfield, California 93309. On September 20, 2013, I served the within **DIAMOND FARMING COMPANY, CRYSTAL ORGANIC FARMS, GRIMMWAY ENTERPRISES, INC. AND LAPIS LAND COMPANY, LLC'S NOTICE OF MOTION AND MOTION IN LIMINE FOR AN ORDER ESTABLISHING THE NECESSITY OF THE PUBLIC WATER PURVEYORS PROVING THE ELEMENTS OF PRESCRIPTION AS TO EACH LANDOWNER**

■ (**BY POSTING**) I am "readily familiar" with the Court's Clarification Order. Electronic service and electronic posting completed through www.scefiling.org ; All papers filed in Los Angeles County Superior Court and copy sent to trial judge and Chair of Judicial Council.

Los Angeles County Superior Court
111 North Hill Street
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Attn: **Department 1**
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Chair, Judicial Council of California
Administrative Office of the Courts
Attn: Appellate & Trial Court Judicial Services
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☐ **(BY MAIL)** 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 at Bakersfield, California, in the ordinary course of business.

■ (**STATE**) I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that the foregoing was executed on September 20, 2013, in Bakersfield, California.

Lequetta Hansen
LEQUETTA HANSEN