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SPC DEL SUR RANCH LLC
7 (Named in error as Del Sur Ranch, LLC)

8
9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

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

Judicial Council Coordination
Proceeding No. 4408

12 **ANTELOPE VALLEY GROUNDWATER**
13 **CASES**

Santa Clara Case No. 1-05-CV-049053

14 Included Actions:

**ANSWER TO CROSS-COMPLAINT
BY CROSS-DEFENDANT SPC DEL SUR
RANCH LLC**

15 Los Angeles County Waterworks District
No. 40 v. Diamond Farming Co.
16 Superior Court of California, County of
Los Angeles, Case No. BC 325 201
17 Los Angeles County Waterworks District
18 No. 40 v. Diamond Farming Co.
Superior Court of California, County of Kern,
19 Case No. S-1500-CV-254-348
20 Wm. Bolthouse Farms, Inc. v. City of Lancaster
Diamond Farming Co. v. City of Lancaster
21 Diamond Farming Co. v. Palmdale Water Dist.
Superior Court of California, County of Riverside,
22 Consolidated Actions, Case Nos. RIC 353 840,
RIC 344 436, RIC 344 668

23 Antelope Valley-East Kern Water Agency,

24 Cross-Complainant,

25 v.

26 Palmdale Water District; et al.,

27 Cross-Defendants.
28

1 Cross-Defendant SPC Del Sur Ranch LLC ("Del Sur"; misnamed as Del Sur Ranch, LLC),
2 answers Cross-Complainant Antelope Valley-East Kern Water Agency's ("Cross-Complainant")
3 Cross-Complaint on file in JCCP No. 4408 as follows:

4 **ADMISSIONS AND DENIALS**

5 Pursuant to California Code of Civil Procedure Section 431.30 and any other applicable
6 law, Del Sur admits and denies every material allegation of the Cross-Complaint as follows, with
7 each numbered paragraph below corresponding to the same number in the Cross-Complaint.

8 1. Del Sur admits that a judicial determination is sought by Cross-Complainant, and
9 that water is vital to the health, safety, and welfare of the persons and entities in the service area of
10 the District. Del Sur lacks sufficient knowledge to admit or deny the remaining allegations of this
11 paragraph, and denies them on that basis.

12 2. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
13 paragraph, and denies them on that basis.

14 3. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
15 paragraph, and denies them on that basis.

16 3.[sic] Del Sur admits it owns land in the area roughly described as the "Basin," and that it
17 has rights to use groundwater. As to the rest of the named entities, Del Sur lacks sufficient
18 knowledge to admit or deny the allegations of this paragraph, and denies them on that basis.

19 4. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
20 paragraph, and denies them on that basis.

21 5. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
22 paragraph, and denies them on that basis.

23 6. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
24 paragraph, and denies them on that basis.

25 7. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
26 paragraph, and denies them on that basis.

27 8. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
28 paragraph, and denies them on that basis.

1 9. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
2 paragraph, and denies them on that basis.

3 10. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
4 paragraph, and denies them on that basis.

5 11. As to the first sentence, Del Sur admits it claims an overlying right to pump water,
6 and may have other water rights as well. As to other parties, and as to the remaining allegations,
7 Del Sur lacks sufficient knowledge to admit or deny the allegations of this paragraph, and denies
8 them on that basis.

9 12. As to the first sentence, Del Sur admits it claims an overlying right to pump water,
10 and may have other water rights as well. As to other parties, and as to the remaining allegations,
11 Del Sur lacks sufficient knowledge to admit or deny the allegations of this paragraph, and denies
12 them on that basis.

13 13. Del Sur admits that the Cross-Complainant is making the asserted claim, but lacks
14 sufficient knowledge to admit or deny the remaining allegations of this paragraph, and denies
15 them on that basis.

16 14. Del Sur admits that the Cross-Complainant is making the asserted claim, but lacks
17 sufficient knowledge to admit or deny the remaining allegations of this paragraph, and denies
18 them on that basis.

19 15. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
20 paragraph, and denies them on that basis.

21 16. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
22 paragraph, and denies them on that basis.

23 17. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
24 paragraph, and denies them on that basis.

25 18. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
26 paragraph, and denies them on that basis.

27 19. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
28 paragraph, and denies them on that basis.

1 20. Del Sur admits that the Cross-Complainant is making the asserted claim, but lacks
2 sufficient knowledge to admit or deny the remaining allegations of this paragraph, and denies
3 them on that basis.

4 21. Del Sur incorporates all its admissions and denials from all preceding paragraphs
5 for this incorporation paragraph.

6 22. As to Del Sur, it admits the allegations of this paragraph. As to all other parties,
7 Del Sur lacks sufficient knowledge to admit or deny the remaining allegations of this paragraph,
8 and denies them on that basis.

9 23. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
10 paragraph, and denies them on that basis.

11 24. Del Sur incorporates all its admissions and denials from all preceding paragraphs
12 for this incorporation paragraph.

13 25. Del Sur admits it claims a right to water in the Basin. Del Sur lacks sufficient
14 knowledge to admit or deny the remaining allegations of this paragraph, and denies them on that
15 basis.

16 26. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
17 paragraph, and denies them on that basis.

18 27. Del Sur contends this paragraph contains no factual assertions, but simply alleges
19 conclusions of law. Del Sur lacks sufficient knowledge to admit or deny the factual allegations of
20 this paragraph (if any), and denies them on that basis.

21 28. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
22 paragraph, and denies them on that basis.

23 29. Del Sur incorporates all its admissions and denials from all preceding paragraphs
24 for this incorporation paragraph.

25 30. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
26 paragraph, and denies them on that basis.

27 31. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
28 paragraph, and denies them on that basis.

1 32. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
2 paragraph, and denies them on that basis.

3 33. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
4 paragraph, and denies them on that basis.

5 34. Del Sur admits the Cross-Complainant seeks the stated judicial determination.

6 35. Del Sur incorporates all its admissions and denials from all preceding paragraphs
7 for this incorporation paragraph.

8 36. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
9 paragraph, and denies them on that basis.

10 37. Del Sur admits the Cross-Complainant alleges what it claim to allege.

11 38. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
12 paragraph, and denies them on that basis.

13 39. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
14 paragraph, and denies them on that basis.

15 40. Del Sur admits the Cross-Complainant seeks the stated judicial determination.

16 41. Del Sur incorporates all its admissions and denials from all preceding paragraphs
17 for this incorporation paragraph.

18 42. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
19 paragraph, and denies them on that basis.

20 43. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
21 paragraph, and denies them on that basis.

22 44. Del Sur incorporates all its admissions and denials from all preceding paragraphs
23 for this incorporation paragraph.

24 45. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
25 paragraph, and denies them on that basis.

26 46. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
27 paragraph, and denies them on that basis.

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1 47. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
2 paragraph, and denies them on that basis.

3 48. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
4 paragraph, and denies them on that basis.

5 49. Del Sur lacks sufficient knowledge to admit or deny the allegations of this
6 paragraph, and denies them on that basis.

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8
9 **AND AS FOR ITS AFFIRMATIVE DEFENSES TO THE CROSS-COMPLAINT,**
10 **DEL SUR ALLEGES AS FOLLOWS TO ALL CAUSES OF ACTION:**

11
12 **FIRST AFFIRMATIVE DEFENSE**

13 **(Failure To State A Cause Of Action)**

14 The Cross-Complaint and each of the alleged causes of action therein fail to state facts
15 sufficient to constitute a cause of action.

16 **SECOND AFFIRMATIVE DEFENSE**

17 **(Failure To Reasonably Use Water)**

18 The Cross-Complainant has not reasonably used water as required the California
19 Constitution and the Water Code.

20 **THIRD AFFIRMATIVE DEFENSE**

21 **(CEQA Non-Compliance)**

22 The Cross-Complainant did not comply with CEQA prior to engaging in the activities at
23 issue in the Cross-Complaint.

24 **FOURTH AFFIRMATIVE DEFENSE**

25 **(Groundwater Management Plan)**

26 The Cross-Complainant did not comply with California requirements as to groundwater
27 management plans prior to filing this action.

1 **FIFTH AFFIRMATIVE DEFENSE**

2 **(Indispensable Parties)**

3 The Cross-Complainant has not named all parties to this action who are necessary and
4 indispensable to the action.

5 **SIXTH AFFIRMATIVE DEFENSE**

6 **(Actions Within Rights)**

7 The Cross-Complaint and each of the alleged causes of action therein fail due to Del Sur
8 having duly acted within its rights as to the matters stated in the Cross-Complaint.

9 **SEVENTH AFFIRMATIVE DEFENSE**

10 **(Superior/Senior Water Right)**

11 Del Sur's water rights are superior and senior to, and take precedence over, any rights
12 asserted in the Cross-Complaint.

13 **EIGHTH AFFIRMATIVE DEFENSE**

14 **(Estoppel)**

15 The Cross-Complainant engaged in conduct and activities by reason of which it is estopped
16 from asserting any claims, damages, or seeking other relief stated in the Cross-Complaint.

17 **NINTH AFFIRMATIVE DEFENSE**

18 **(Waiver)**

19 By its acts and omissions, the Cross-Complainant has waived any and all causes of action
20 asserted in its Cross-Complaint.

21 **TENTH AFFIRMATIVE DEFENSE**

22 **(Mitigation)**

23 The Cross-Complainant has failed to take adequate steps to mitigate, alter, reduce, or
24 otherwise diminish the damages, if any, with respect to the matters alleged in its Cross-Complaint.

25 **ELEVENTH AFFIRMATIVE DEFENSE**

26 **(Conduct Justified)**

27 Any conduct of Del Sur in regard to the matters alleged in the Cross-Complaint, if it
28 occurred, was justified; and, as a result, Cross-Complainant is barred from any recovery thereon.

1 **TWELFTH AFFIRMATIVE DEFENSE**

2 (Unclean Hands)

3 Cross-Complainant is barred by the equitable doctrine of unclean hands from obtaining the
4 relief requested in its Cross-Complaint.

5 **THIRTEENTH AFFIRMATIVE DEFENSE**

6 (Statute of Limitations)

7 The Cross-Complaint and each cause of action alleged therein are barred by the applicable
8 statutes of limitation.

9 **FOURTEENTH AFFIRMATIVE DEFENSE**

10 (Takings)

11 The Cross-Complaint and each cause of action alleged therein are barred by virtue of the
12 fact that the claims made therein would constitute an uncompensated takings in violation of the
13 State and Federal Constitutions.

14 **FIFTEENTH AFFIRMATIVE DEFENSE**

15 (Additional Affirmative Defenses)

16 Del Sur reserves the right to assert additional defenses in the event that such would be
17 appropriate.

18 WHEREFORE, Del Sur prays for judgment as follows:

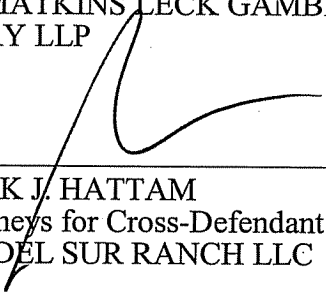
- 19 1. That the Cross-Complainant take nothing by virtue of its Cross-Complaint;
20 2. That Del Sur's water rights be determined as superior and senior to all those
21 claimed by other parties;

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- 3. For attorneys' fees and costs of suit incurred herein, as allowed by law; and,
- 4. For such other and further relief as the Court may deem just and proper.

Dated: October 3, 2006

ALLEN MATKINS LECK GAMBLE &
MALLORY LLP

By: 
MARK J. HATTAM
Attorneys for Cross-Defendant
SPC DEL SUR RANCH LLC

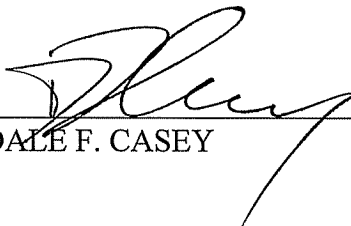
VERIFICATION

I have read the foregoing **ANSWER TO CROSS-COMPLAINT BY CROSS-
DEFENDANT SPC DEL SUR RANCH LLC** and know its contents.

I am an authorized representative of Standard Pacific Corp., a Delaware Corporation, the managing member of SPC DEL SUR RANCH LLC, a Delaware Limited Liability Company, which purchased Del Sur Ranch 12/29/04 from DEL SUR RANCH LLC, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief; and, as to those matters, I am informed and believe that they are true.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Executed on September 29, 2006, at Bakersfield, California.



DALE F. CASEY