

Bernard A. Leckie (Bar No. 30180)
MESERVE, MUMPER & HUGHES LLP
18400 Von Karman Avenue, Suite 320
Irvine, California 92612-1556
Telephone: (949) 474-8995
Facsimile: (949) 975-1065

Attorneys for Defendant/Cross-complainant,
CAMERON PROPERTIES, INC., a
California Corporation

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CENTRAL DIVISION

**ANTELOPE VALLEY GROUNDWATER
CASES**

Included Actions:

Los Angeles County Waterworks District No.
40 v. Diamond Farming Co., Superior Court of
California, County of Los Angeles, Case No.
BC 325201;

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, Case Nos. RIC 353 840.
RIC 344 436, RIC 344 668,

Judicial Council Coordination No. 4408

Santa Clara Case No. 1-05-CV-049053
Assigned to The Honorable Jack Komar

**ANSWER TO COMPLAINT AND ALL
CROSS-COMPLAINTS BY
DEFENDANT/CROSS-DEFENDANT,
CAMERON PROPERTIES, INC., A
CALIFORNIA CORPORATION**

CAMERON PROPERTIES, INC., a California Corporation (herein "CAMERON") sued
herein as DOE 249 and not as a ROE Defendant, hereby answers the Complaint, Amendments and
all Cross-complaints which have been filed as of this date, specifically those of Antelope Valley
East-Kern Water Agency, Palmdale Water District & Quartz Hill Water District, Rosamond
Community Services District and Waterworks District No. 40 of Los Angeles County.

1 That CAMERON asserts that it does not own property in the Antelope Valley and that it is
2 a water producer from its own property and is not a member of the proposed class and is not a
3 proper party in this proceeding.

4
5
6 **GENERAL DENIAL**

7 1. Pursuant to Code of Civil Procedure Section 431.30(d), Defendant and Cross-
8 defendant hereby generally denies each and every allegation set forth in the Complaints,
9 Amendments and/or Cross-complaints, and the whole thereof, and further denies that Plaintiffs
10 and Cross-complainants are entitled to any relief against Defendant and Cross-defendant.

11
12 **AFFIRMATIVE DEFENSES**

13 **FIRST AFFIRMATIVE DEFENSE**

14
15 (Failure to State a Cause of Action)

16 2. The Complaint, Amendments and Cross-complaints and every purported cause of
17 action contained therein fail to allege facts sufficient to constitute a cause of action against
18 Defendant and Cross-defendant.

19
20 **SECOND AFFIRMATIVE DEFENSE**

21 (Statute of Limitations)

22
23 3. Each and every cause of action contained in the Complaint, Amendments and
24 Cross-complaints is barred, in whole or in part, by the applicable statutes of limitation, including,
25 but not limited to, Sections 318, 319, 231, 338 and 343 of the California Code of Civil Procedure.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THIRD AFFIRMATIVE DEFENSE

(Laches)

4. The Complaint, Amendments and Cross-complaints, and each and every cause of action contained therein, is barred by the doctrine of laches.

FOURTH AFFIRMATIVE DEFENSE

(Estoppel)

5. The Complaint, Amendments and Cross-complaints, and each and every cause of action contained therein, is barred by the doctrine of estoppel.

FIFTH AFFIRMATIVE DEFENSE

(Waiver)

6. The Complaint, Amendments and Cross-complaints, and each and every cause of action contained therein, is barred by the doctrine of waiver.

SIXTH AFFIRMATIVE DEFENSE

(Self-Help)

7. Defendant and Cross-Defendant, CAMERON sued herein as DOE 249 has, by virtue of the doctrine of self-help, preserved its paramount overlying right to extract groundwater by continuing, during all times relevant hereto, to extract groundwater and put it to reasonable and beneficial use on its property.

/////
/////
/////

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

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

8
9

9. The Complaint, Amendments, and Cross-complaint do not state their allegations with sufficient clarity to enable Defendant and Cross-defendant to determine what additional defenses may exist to Plaintiff and Cross-complainant's causes of action. Defendant and Cross-defendant therefore reserve the right to assert all other defenses which may pertain to the Complaint and Cross-Complaint.

17

18

19 10. The prescriptive claims asserted by governmental entity Cross-complainants are
20 *ultra vires* and exceed the statutory authority by which each entity may acquire property as set
21 forth in Water Code Sections 22456, 31040 and 55370.
22

24

25

11. The prescriptive claims asserted by governmental entity Cross-complainants are
barred by the provisions of Article 1 Section 19 of the California Constitution.

1 **ELEVENTH AFFIRMATIVE DEFENSE**

2 (Constitutional Defense)

3 12. The prescriptive claims asserted by governmental entity Cross-complainants are
4 barred by the provisions of the 5th Amendment to the United States Constitution as applied to the
5 states under the 14th Amendment of the United States Constitution.
6

7 **TWELFTH AFFIRMATIVE DEFENSE**

8 (Failure to Inform)

9
10 13. Complainant and Cross-complainants' prescriptive claims are barred due to their
11 failure to take affirmative steps that were reasonably calculated and intended to inform each
12 overlying landowner of Cross-complainants' adverse and hostile claim as required by the due
13 process clause of the 5th and 14th Amendments of the United States Constitution.
14

15 **THIRTEENTH AFFIRMATIVE DEFENSE**

16 (Constitutional Bar)

17
18 14. The prescriptive claims asserted by governmental entity Complainant and Cross-
19 complainants are barred by the provisions of Article 1, Section 7 of the California Constitution.
20

21 **FOURTEENTH AFFIRMATIVE DEFENSE**

22 (14th Amendment Bar)

23
24 15. The prescriptive claims asserted by governmental entity Complainant and Cross-
25 complainants are barred by the provisions of the 14th Amendment to the United States
26 Constitution.
27
28

1 **FIFTEENTH AFFIRMATIVE DEFENSE**

2 (Consent and Permission)

3 16. The governmental entity Complainants and Cross-complainants were permissively
4 pumping at all times.
5

6 **SIXTEENTH AFFIRMATIVE DEFENSE**

7 (Injunction)

8
9 17. The request for the court to use its injunctive powers to impose a physical solution
10 seeks a remedy that is in violation of the doctrine of separation of powers set forth in Article 3,
11 Section 3 of the California Constitution.
12

13 **SEVENTEENTH AFFIRMATIVE DEFENSE**

14 (Bar Per C.C. 1007 and 1214)

15
16 18. Complainants and Cross-complainants are barred from asserting their prescriptive
17 claims by operation of law as set forth in Civil Code Sections 1007 and 1214.
18

19 **EIGHTEENTH AFFIRMATIVE DEFENSE**

20 (Unclean Hands)

21
22 19. Each Cross-complainant and Complainant is barred from recovery under each and
23 every cause of action contained in the Cross-complaint by the doctrine of unclean hands and/or
24 unjust enrichment

25 ////

26 ////

27 ////
28

1 **NINETEENTH AFFIRMATIVE DEFENSE**

2 (Indispensable Parties Not Named)

3 20. The Cross-complaint is defective because it fails to name indispensable parties in
4 violation of California Code of Civil Procedure Section 389(a).

5
6 **TWENTIETH AFFIRMATIVE DEFENSE**

7 (Just Compensation-Inverse Condemnation)

8
9 21. The governmental entity Cross-complainants and Complainants are barred from
10 taking, possession or using Cross-defendants' property without first paying just compensation.

11
12 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

13 (Lack of Prerequisite Compliance)

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

20
21 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

22 (No Notice)

23
24 23. The governmental entity Complainants and Cross-complainants seek judicial
25 ratification of a project that has had and will have a significant effect on the Antelope Valley
26 Groundwater Basin and the Antelope Valley that was implemented without providing notice in
27
28

1 contravention of the provisions of California's Environmental Quality Act (CEQA) (Pub.Res.C
2 2100 et.seq).

3
4 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

5 (Ultra Vires Act)

6
7 24. Any imposition by this court of a proposed physical solution that reallocates the
8 water right priorities and water usage within the Antelope Valley will be *ultra vires* as it will be
9 subverting the pre-project legislative requirements and protections of California's Environmental
10 Quality Act (CEQA) (Pub.Res.C. 2100 et.seq).

11
12 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

13 (Unlawful Taking)

14
15 25. That the claims of the Plaintiffs and Cross-complainants involve efforts to take
16 property from the answering Defendant and such efforts are subject to compensation as an inverse
17 condemnation.

18
19 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

20 (CAMERON is Water Producer)

21
22 26. That CAMERON is a water producer from its property and is not a member of the
23 class and should not be part of the present litigation since the class certification involves properties
24 that are not presently pumping water and CAMERON does not fall into the designated class.

25 ////

26 ////

27 ////

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

1. That Plaintiff and Cross-complainant take nothing by reason of its Complaint or Cross-complaint;
2. That CAMERON be determined not to be a member of the class;
3. That CAMERON recover all damages caused by bringing this action including reasonable attorney’s fees;
4. That CAMERON is compensated by the doctrine of inverse condemnation;
5. That the Complaint and Cross-complaints be dismissed with prejudice;
6. For Defendant and Cross-defendant’s costs incurred herein; and
7. For such other and further relief as the Court deems just and proper.

Dated: March 5, 2008. MESERVE, MUMPER & HUGHES LLP

BY_____/S/_____
BERNARD A. LECKIE
Attorneys for Defendant/Cross-defendant,
CAMERON PROPERTIES, INC., a California
Corporation

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

91742.1