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8	SUPERIOR COURT OF THE ST	TATE OF CALIFORNIA
9	COUNTY OF LOS ANGELES -	- CENTRAL DISTRICT
10	ANTELOPE VALLEY GROUNDWATER CASES	Judicial Council Coordination No. 4408
11	Included Actions:	Santa Clara Case No. 1-05-CV-049053 Assigned to Hon. Jack Komar
13	Los Angeles County Waterworks District No. 40 v. Diamond Farming Co., Superior Court of California, County of Los Angeles, Case No. BC 325201;	ANSWER OF CROSS-DEFENDANT COPA DE ORO LAND COMPANY TO PHELAN PIÑON HILLS
15	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;	COMMUNITY SERVICES DISTRICT'S CROSS-COMPLAINT FOR DECLARATORY INJUNCTIVE AND OTHER EQUITABLE RELIEF INCLUDING A PHYSICAL
L7	Wm. Bolthouse Farms, Inc. v. City of	SOLUTION AGAINST ALL PARTIES
L8	Lancaster, Diamond Farming Co. v. Lancaster, Diamond Farming Co. v. Palmdale Water Dist., Superior Court of California,	
20	County of Riverside, Case Nos. RIC 353 840, RIC 344 436, RIC 344 668	
21	DITEL AN DISTON THE LC COMPANY NAMED	
22	PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT,	
23	Cross-Complainant,	
24	vs.	,
25	CALIFORNIA WATER SERVICE COMPANY, et al.	
27	Cross-Defendants.	

1	Copa de Oro Land Company, a California general partnership ("Copa de Oro"), hereby		
2	answers the Phelan Piñon Hills Community Services District's ("Cross-Complainant") Cross-		
3	Complaint for Declaratory, Injunctive and Other Equitable Relief Including a Physical Solution		
4	Against All Parties (the "Cross-Complaint"). Copa de Oro has been named and served as a		
5	cross-defendant under the Cross-Complaint.		
6	1. Pursuant to Code of Civil Procedure section 431.30, Copa de Oro generally		
7	denies each and every allegation set forth in the Cross-Complaint.		
8	Copa de Oro alleges the following affirmative defenses:		
9	FIRST AFFIRMATIVE DEFENSE (Failure to State a Claim)		
11	1. The Cross-Complaint, and each cause of action alleged therein, fails to state a		
12	claim on which relief may be granted.		
13			
14	SECOND AFFIRMATIVE DEFENSE (Laches)		
15	2. The Cross-Complaint, and each cause of action contained therein, is barred by		
16	the doctrine of laches.		
L7	THIRD AFFIRMATIVE DEFENSE		
L8	(Waiver)		
L9	3. The Cross-Complaint, and each cause of action contained therein, is barred by		
20	the doctrine of waiver.		
21	FOURTH AFFIRMATIVE DEFENSE (Estoppel)		
23	4. The Cross-Complaint, and each cause of action contained therein, is barred by		
24	the doctrine of estoppel.		
25			
26	FIFTH AFFIRMATIVE DEFENSE (Statute of Limitations)		
27	5. The Cross-Complaint, and each cause of action contained therein, is barred, in		
28	whole or in part, by the applicable statutes of limitation.		

2	SIXTH AFFIRMATIVE DEFENSE (Unclean Hands)	
3	6. The Cross-Complaint, and each cause of action contained therein, is barred by	
4	the doctrine of unclean hands.	
5		
6	SEVENTH AFFIRMATIVE DEFENSE (Unjust Enrichment)	
7	7. The Cross-Complaint seeks relief that, if awarded, would constitute unjust	
8	enrichment.	
9		
10	EIGHTH AFFIRMATIVE DEFENSE (Failure to Join Indispensable Parties)	
11	8. The Cross-Complaint, and each cause of action contained therein, is barred on	
12	the grounds that the Cross-Complainant has failed to name and join indispensable parties.	
13	NINTH AFFIRMATIVE DEFENSE	
14	NINTH AFFIRMATIVE DEFENSE (Justification)	
15	9. Any conduct of Copa de Oro in relation to the matters alleged in the Cross-	
16	Complaint, if they occurred, was justified and the Cross-Complainant, therefore, is barred from	
17	any recovery on the Cross-Complaint.	
18	TENTH AFFIRMATIVE DEFENSE	
19	(Uncertainty)	
20	10. The Cross-Complaint, and each cause of action contained therein, is uncertain,	
21	and, therefore, Copa de Oro reserves its right to amend its affirmative defense as appropriate.	
22	ET ENTENDET A EIETDAM A TEINTE DETERMINE	
23	ELEVENTH AFFIRMATIVE DEFENSE (Defective Claim of Prescriptive Rights)	
24	11. The Cross-Complaint is defective and uncertain in that it asserts prescriptive	
25	water rights, but fails to allege: (a) when the alleged prescriptive period commenced and ended;	
26	(b) the specific amount of water that the Cross-Complainant pumped continuously during the	
27	alleged prescriptive period; (c) the manner in which Cross-Complainant pumped water under a	
28	claim of right; and (d) how Cross-Complainant gave, and cross-defendants received actual, or	
	-3- 8792/P011409rsb.doc ANSWER OF COPA DE ORO TO PHELAN PIÑON HILLS CSD'S CROSS-COMPLAINT	
	ANS WER OF COPA DE ORO TO PHELAN PINON HILLS CSD'S CROSS-COMPLAINT	

1	constructive notice of Cross-Complainant's allegedly wrongful pumping during the alleged		
2	prescriptive period.		
3			
4	TWELFTH AFFIRMATIVE DEFENSE (California Constitution, Article X, Section 2)		
5	12. Cross-Complainant's methods of water use are unreasonable and wasteful given		
6	the conditions of the Antelope Valley and thereby violate Article X, section 2 of the California		
7	Constitution.		
8			
9	THIRTEENTH AFFIRMATIVE DEFENSE (Representation of Condition of Aquifer)		
10	13. Cross-Complainant, directly through the issuance of will-serve letters or other		
11	documents or indirectly through approvals of land uses, represented that the relevant		
12	groundwater aquifers were adequate for new groundwater pumping and thus may not now seel		
13	prescriptive rights during periods when Cross-Complainant was making such direct or indirect		
14	representations.		
15	EQUIPTERNTU A DEIDM A TIME DEDENICE		
16	FOURTEENTH AFFIRMATIVE DEFENSE (Superior Water Right)		
17	14. Copa de Oro's water rights are superior and senior to those asserted in the		
18	Cross-Complaint.		
19	FIFTEENTH AFFIRMATIVE DEFENSE		
20	(Different Aquifers)		
21	15. The Cross-Complaint seeks to establish water rights, and water management		
22	measures, in aquifers other than those used by Copa de Oro.		
23	SIXTEENTH AFFIRMATIVE DEFENSE		
24	(Takings)		
25	16. In violation of Amendment V to the United States Constitution and Article I,		
26	section 19, of the California Constitution, the Cross-Complaint seeks a declaration that Cross-		
27	Complainant has prescribed portions of Copa de Oro's water rights without the payment of just		
28	compensation to Copa de Oro.		

## 1 SEVENTEENTH AFFIRMATIVE DEFENSE (No Basis for Return Flows) 2 17. Cross-Complainant is not physically pumping return flows from its use of 3 imported water. 4 5 EIGHTEENTH AFFIRMATIVE DEFENSE (No Net Augmentation) 6 18. Cross-Complainant's activities have not augmented the safe yield of the relevant 7 groundwater aquifer sufficient to support any water right claimed by Cross-Complainant. 8 9 NINETEENTH AFFIRMATIVE DEFENSE (Self-Help) 10 19. Copa de Oro's water rights have been preserved by the doctrine of self-help. 11 12 TWENTIETH AFFIRMATIVE DEFENSE (Civil Code § 1009) 13 20. Each and every cause of action contained in the Cross-Complaint is barred in 14 whole or in part by Civil Code section 1009. 15 16 TWENTY-FIRST AFFIRMATIVE DEFENSE (Civil Code § 811) 17 Each and every cause of action contained in the Cross-Complaint is barred in 21. 18 whole or in part by Civil Code section 811. 19 20 TWENTY-SECOND AFFIRMATIVE DEFENSE (No Legally Cognizable Damage) 21 22. The Cross-Complainant has not suffered any actual or legally cognizable 22 injuries or damages caused by Copa de Oro. 23 24 TWENTY-THIRD AFFIRMATIVATE DEFENSE (Bona Fide Purchaser) 25 23. Copa de Oro was a *bona fide* purchaser of its property. 26 27 28

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## TWENTY-FOURTH AFFIRMATIVE DEFENSE (Incorporation of Other Cross-Defendants' Affirmative Defenses) Copa de Oro incorporates by reference any other applicable affirmative Defenses.

24. Copa de Oro incorporates by reference any other applicable affirmative defenses asserted by any other responding cross-defendants to the Cross-Complaint, as though fully set forth herein.

## TWENTY-FIFTH AFFIRMATIVE DEFENSE (Reservation of Right to Amend)

25. Copa de Oro does not presently have sufficient knowledge or information on which to form a belief as to whether additional, unstated affirmative defenses are available. Copa de Oro therefore reserves the right to assert additional defenses in the event discovery indicates that such additional defenses would be appropriate.

WHEREFORE, Cross-Defendant Copa de Oro Land Company prays that judgment be entered for Copa de Oro Land Company and against the Phelan Piñon Community Services District as follows:

- 1. That Phelan Piñon Community Services District take nothing by the Cross-Complaint;
- 2. That the Cross-Complaint be dismissed with prejudice;
- 3. For Copa de Oro Land Company's costs, attorney fees and expert fees incurred herein; and
- 4. For such other relief as the Court deems just and appropriate.

Dated: January 26, 2009 Respectfully submitted,

BARTKIEWICZ, KRONICK & SHANAHAN A Professional Corporation

By: Stephen M. Siptroth

Attorneys for Cross-Defendant Copa de Oro Land Company

## PROOF OF SERVICE

I, Terry M. Olson, declare as follows:

2.4

I am a citizen of the United States and a resident of Sacramento County. I am over the age of 18, not a party to this action and am employed at Bartkiewicz, Kronick & Shanahan, 1011 Twenty-Second Street, Sacramento, California 95816. On January26, 2009, I served, in the manner described below, the following documents:

1. Answer of Cross-Defendant Copa De Oro Land Company to Phelan Piñon Hills Community Services District's Cross-Complaint for Declaratory Injunctive and Other Equitable Relief Including a Physical Solution Against All Parties.

I posted these documents to the Court's World Wide Website located at <a href="https://www.scefiling.org">www.scefiling.org</a>.

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

Executed at Sacramento, California on January 26, 2009.

Terry M. Olson

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