

1 William J. Brunick, Esq. [SB No. 46289]
2 Steven K. Beckett, Esq. [SB No. 97413]
3 Steven M. Kennedy, Esq. [SB No. 141061]
4 BRUNICK, McELHANEY & BECKETT
5 1839 Commercenter West
6 P.O. Box 6425
7 San Bernardino, California 92412-6425
8 Telephone: (909) 889-8301
9 Facsimile: (909) 388-1889

*Exempt from filing fee pursuant to
Gov't. Code Section 6103*

10 Attorneys for ANTELOPE VALLEY-EAST KERN WATER AGENCY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

Coordination Proceeding
Special Title (Rule 1550(b))

**ANTELOPE VALLEY GROUNDWATER
CASES**

Antelope Valley-East Kern Water Agency,

Cross-Complainant,

vs.

Palmdale Water District; Quartz Hill Water
District; Los Angeles County Waterworks
District No. 40; Rosamond Community
Services District; Diamond Farming Company,
a corporation; Wm. Bolthouse Farms, Inc., a
corporation; Bolthouse Properties, Inc.;
California Water Service Company; City of
Lancaster; City of Los Angeles; City of
Palmdale; Littlerock Creek Irrigation District;
Palm Ranch Irrigation District; Edwards Air
Force Base, California; United States
Department of The Air Force; ABC Williams
Enterprises LP; Airtrust Singapore Private
Limited; Marwan M. Aldais; Allen Alevy;
Allen Alevy and Alevy Family Trust; A V
Materials, Inc.; Guss A. Barks, Jr.; Peter G.

Judicial Council Coordination Proceeding
No. 4408

Santa Clara Case No. 1-05-CV-049053
Assigned to The Honorable Jack Komar, Dept. 17

**CROSS-COMPLAINT OF ANTELOPE
VALLEY-EAST KERN WATER AGENCY
FOR DECLARATORY AND INJUNCTIVE
RELIEF**

1 Barks; Ildefonso S. Bayani; Nilda V. Bayani;
2 Randall Y. Blayney; Melody S. Bloom; David
3 L. Bowers; Ronald E. Bowers; Bruce Burrows;
4 B.J. Calandri; John Calandri; John Calandri;
5 John Calandri as Trustee of the John and B.J.
6 Calandri 2001 Trust; California Portland
7 Cement Company; Calmat Land Co.; Melinda
8 E. Cameron; Catellus Development
9 Corporation; Bong S. Chang; Jeanna Y. Chang;
10 Moon S. Chang; Jacob Chetrit; Frank S.
11 Chiodo; Lee S. Chiou; M S Chung; Carol K.
12 Claypool; C.C. Thelma Cole; J. Cole; J. Cole as
13 Trustee for the T.J. Cole Trust; Consolidated
14 Rock Products Co.; County Sanitation District
15 No. 14; County Sanitation District No. 20; Ruth
16 A. Cumming; Ruth A. Cumming as Trustee of
17 the Cumming Family Trust; Catharine M.
18 Davis; Milton S. Davis; Del Sur Ranch LLC;
19 Sarkis Djanibekyan; Hong Dong; Ying X Dong;
20 Dorothy Dreier; George E. Dreier; Morteza M.
21 Foroughi; Morteza M. Foroughi as Trustee of
22 the Foroughi Family Trust; Lewis Fredrichsen;
23 Aurora P. Gabuya; Rodrigo L. Gabuya; GGF
24 LLC; Betty Gluckstein; Joseph H. Gluckstein;
25 Morris Gluckstein; Rose Gluckstein; Frank G.
26 Godde; Forrest G. Godde as Trustee of the
27 Forrest G. Godde Trust; Lawrence A. Godde;
28 Lawrence A. Godde and Godde Trust; L.
Gorrindo; Maria B. Gorrindo; Maria B.
Gorrindo as Trustee for the M. Gorrindo Trust;
Roland N. Grubb; Roland N. Grubb and Grubb
Family Trust; Andreas Hauke; Marilyn Hauke;
Healy Enterprises, Inc.; Walter E. Helmick;
Donna L. Higelmire; Michael N. Higelmire;
Hines Family Trust; Hooshpack Dev Inc.; Chi
S. Huang; Suchu T. Huang; Hypericum
Interests LLC; Daryush Iraninezhad; Esfandiar
Kadivar; Esfandiar Kadivar as Trustee of the
Kadivar Family Trust; A. David Kagon; A.
David Kagon as Trustee for the Kagon Trust;
Cheng Lin Kang; Herbert Katz; Herbert Katz as
Trustee for the Katz Family Trust; Marianne
Katz; Lilian S. Kaufman; Lilian S. Kaufman as
Trustee for the Lilian S. Kaufman Trust;

1 Kazuko Yoshimatsu; Billy H. Kim; Kootenai
2 Properties, Inc.; Gailen Kyle; Gailen Kyle as
3 Trustee of the Kyle Trust; James W. Kyle;
4 James W. Kyle as Trustee of the Kyle Family
5 Trust; Julia Kyle; Wanda E. Kyle; Fares A.
6 Lahoud; Ying Wah Lam; Land Business
7 Corporation; Lawrence Charles Trust; Leslie
8 Property; Light Andrew & Youngnam; Man C.
9 Lo; Shiung Ru Lo; Lyman C. Miles; Lyman C.
10 Miles as Trustee for the Miles Family Trust;
11 Malloy Family Partners LP; Mission Bell
12 Ranch Development; Barry S. Munz; Kathleen
13 M. Munz; Terry A. Munz; M.R. Nasir; Eugene
14 B. Nebeker; Simin C. Newman; Henry Ngo;
15 Frank T. Nguyen; Juanita R. Nichols; Oliver
16 Nichols; Oliver Nichols as Trustee of the
17 Nichols Family Trust; Owl Properties, Inc.;
18 Norman L. Poulsen; Elias Qarmout; Victoria
19 Rahimi; R and M Ranch; Veronika Reinelt;
20 Reinelt Rosenloecher Corp. PSP; Patricia J.
21 Riggins; Patricia J. Riggins as Trustee of the
22 Riggins Family Trust; Edgar C. Ritter; Paula E.
23 Ritter; Paula E. Ritter as Trustee of the Ritter
24 Family Trust; Romo Lake Los Angeles
25 Partnership; Rosemount Equities LLC Series;
26 Royal Investors Group; Royal Western
27 Properties LLC; Santa Monica Mountains
28 Conservancy; San Yu Enterprises, Inc.; Daniel
Saparzadeh; Helen Stathatos; Savas Stathatos;
Savas Stathatos as Trustee for the Stathatos
Family Trust; Martin Schwartz; Martin
Schwartz as Trustee of the Burroughs IRR
Family Trust; Seven Star United LLC; Mark H.
Shafron; Robert L. Shafron; Kamram S.
Shakib; Donna L. Simpson; Gareth L. Simpson;
Gareth L. Simpson as Trustee of the Simpson
Family Trust; Soaring Vista Properties, Inc.;
Maurice H. Stans; State of California; George
C. Stevens, Jr.; George C. Stevens, Jr. as
Trustee of the George C. Stevens, Jr. Trust;
George L. Stimson, Jr.; George L. Stimson, Jr.
as Trustee of the George L. Stimson, Jr. Trust;
Tejon Ranchcorp; Tierra Bonita Ranch
Company; Tiong D. Tiu; Beverly J. Tobias;

1 Beverly J. Tobias as Trustee of the Tobias
2 Family Trust; Jung N. Tom; Sheng Tom;
3 Wilma D. Trueblood; Wilma D. Trueblood as
4 Trustee of the Trueblood Family Trust; Unison
5 Investment Co., LLC; Delmar D. Van Dam;
6 Gertrude J. Van Dam; Keith E. Wales; E C
7 Wheeler LLC; WM Bolthouse Farms, Inc.;
8 Alex Wodchis; Elizabeth Wong; Mary Wong;
9 Mike M. Wu; Mike M. Wu as Trustee of the
10 Wu Family Trust; State of California 50th
11 District and Agricultural Association; and Does
12 1 through 25,000,

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Cross-Defendants.

Cross-Complainant ANTELOPE VALLEY-EAST KERN WATER AGENCY alleges:

INTRODUCTION

1. This Cross-Complaint for declaratory and injunctive relief seeks a judicial determination of rights to all water within the Antelope Valley Groundwater Basin (the “Basin”). An adjudication is necessary to protect and conserve the limited water supply that is vital to the public health, safety, and welfare of all persons and entities that depend upon native water from the Basin and supplemental water from Cross-Complainant. For these reasons, Cross-Complainant files this Cross-Complaint to protect the general public welfare in the Antelope Valley and to protect the Antelope Valley from a loss of the public’s water supply.

PARTIES

2. Cross-Complainant is self-governing special district duly organized and operating pursuant to the Antelope Valley-East Kern Water Agency Law, California Water Code Appendix Section 98-49 et seq. This action is brought by Cross-Complainant under and pursuant to the powers granted it by the Antelope Valley-East Kern Water Agency Law.

3. The jurisdictional boundaries of Cross-Complainant are located in the Antelope Valley and include a majority of the land mass overlying the Basin. Cross-Complainant is a party to a long-term

1 contract with the State of California that entitles Cross-Complainant to receive the greatest amount of
2 import water from the State Water Project for delivery and use within the Basin.

3 3. On information and belief, each party named herein as a Cross-Defendant are persons or
4 entities that own and/or possess a beneficial interest in real property overlying the Basin, and/or extract
5 groundwater from the Basin, and/or claim a right to extract groundwater from the Basin, and/or have or
6 assert claims adverse to Cross-Complainant's rights and interests.

7 4. Cross-Complainant is informed and believes, and thereon alleges, that Cross-Defendants
8 DOES 1 through 25,000 are the owners, lessees, or other persons or entities holding or claiming to hold
9 ownership or possessory interests in real property within the boundaries of the Basin; extract water from
10 the Basin; claim some right, title or interest to water located within the Basin; or that they have or assert
11 claims adverse to Cross-Complainant's rights and interests. Cross-Complainant is presently unaware of
12 the true names and capacities of these DOE Cross-Defendants, and therefore sues those Cross-Defendants
13 by fictitious names. Cross-Complainant will seek leave to amend this Cross-Complaint to add names and
14 capacities when they are ascertained.

15 BACKGROUND

16 5. The Basin is located in the Antelope Valley, a topographically closed basin in the western
17 part of the Mojave Desert, about 50 miles northeast of Los Angeles. Cross-Complainant is informed and
18 believes, and thereon alleges, that the Basin is several hundred square miles in diameter with outer
19 boundaries to be determined according to proof at the time of trial. The Basin has been divided by
20 various researchers into sub-basins; however, according to Cross-Complainant's present information and
21 belief, the sub-basins are sufficiently hydrologically connected as to justify treating them as a single source
22 of groundwater for purposes of determining groundwater rights.

23 6. Due to the shortage of water in the Basin, certain Cross-Defendants and other public water
24 suppliers purchase State Water Project water from Cross-Complainant. State Project water originates in
25 northern California and would not reach the Basin absent the importation thereof by Cross-Complainant.

26 7. The parties to whom Cross-Complainant sells State Project water each year deliver said
27 water to their customers through waterworks systems. The retail customers use the State Project water
28 for irrigation, domestic, municipal, and industrial uses. After the water consumers use the water, some

1 of the imported State Project water commingles with other percolating groundwater in the Basin. In this
2 way, State Project water augments the natural supply of Basin water.

3 8. All parties herein depend on the Basin as an important source of water. But for Cross-
4 Complainant's importation of State Project water into the Basin, Cross-Defendants would need to pump
5 additional groundwater from the Basin each year. By storing State Project water or other imported water
6 in the Basin, the parties herein can recover the stored water during time of drought, water supply
7 emergencies, or other water shortages to ensure a safe and reliable supply of water to the public.

8 OVERDRAFT

9 9. Cross-Complainant is informed and believes, and upon that basis alleges, that the Basin
10 is and has been in an overdraft condition for more than five (5) consecutive years before the filing of this
11 Cross-Complaint. During these time periods, the total annual demand on the Basin has exceeded the
12 supply of water from natural sources. Consequently, there is and has been a progressive and chronic
13 decline in Basin water levels and the available natural supply is being and has been chronically depleted.
14 Based on the present trends, demand on the Basin will continue to exceed supply. Until limited by order
15 and judgment of the court, potable Basin water will be exhausted and land subsidence will continue.

16 10. Upon information and belief, the Cross-Defendants have, and continue to, pump,
17 appropriate, and divert water from the natural supply of the Basin, and/or claim some interest in the Basin
18 water. Cross-Complainant is informed and believes, and upon that basis alleges, that Cross-Defendants'
19 combined extraction of water exceeds the Basin's safe yield.

20 11. Upon information and belief, each Cross-Defendant claims a right to take water and
21 threatens to increase its taking of water without regard to Cross-Complainant's rights. Cross-Defendants'
22 pumping reduces Basin water tables and contributes to the deficiency of the Basin water supply as a
23 whole. The deficiency creates a public water shortage.

24 12. Cross-Complainant is informed and believes, and on the basis of such information and
25 belief alleges, that each Cross-Defendant produces and uses water taken from the available supply within
26 the Basin; that each Cross-Defendant claims rights to produce and use such water in amounts at least equal
27 to their present uses; and that many Cross-Defendants claim the right and threaten to take increasing
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1 quantities of such water. Cross-Complainant is presently unaware of the exact nature or quantity of the
2 right, if any, which each such Cross-Defendant claims.

3 13. Based upon information and belief, Cross-Complainant alleges that the aggregate amounts
4 of water produced annually from the area of influence by and for the use of Cross-Defendants, under claim
5 of rights, and by all others taking water therefrom and having rights therein, presently exceed the
6 maximum quantity of water which can be produced annually from the available supply within the Basin,
7 without unreasonably depleting and causing the eventual destruction of the groundwater as a source of
8 supply for all those having rights therein.

9 14. Based upon information and belief, Cross-Complainant alleges that unless the rights, if any,
10 of Cross-Defendants to produce water from the available supply within the Basin are each determined and
11 established, and those without rights are limited as prayed, the available supply will eventually become
12 endangered. New pumpers and those who continue to increase their quantities of production will acquire
13 new rights to greater quantities of water which will reduce the rights of many persons who presently
14 produce water, and eventually will render the available supply inadequate to fulfill all rights.

15 15. Cross-Defendants' continued and increasing extraction of Basin water has resulted in, and
16 will result in a diminution, reduction and impairment of the Basin's water supply, and land subsidence.

17 16. Cross-Defendants' continued and increasing extraction of Basin water has and will deprive
18 the Cross-Complainant of its rights to provide water for the public health, welfare, and benefit.

19 17. Cross-Defendants' methods of water use and storage are unreasonable and wasteful in the
20 arid conditions of the Antelope Valley and thereby violate Article X, Section 2, of the California
21 Constitution.
22

23 CONTROVERSY

24 18. Cross-Complainant is are informed and believes, and thereon alleges, that there are
25 conflicting claims of rights to the Basin and/or its water.

26 19. Cross-Complainant has a right to store water in the Basin and to extract the stored water
27 for later use.
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20. Cross-Complainant's water rights as described above are equal or superior in priority to those of any Cross-Defendant.

FIRST CAUSE OF ACTION

(Declaratory Relief - Water Rights - Against All Cross-Defendants)

21. Cross-Complainant re-alleges and incorporates by reference each and all of the preceding paragraphs as though fully set forth herein.

22. An actual controversy has arisen between Cross-Complainant and each of the Cross-Defendants as to the nature, extent, and priority of each party's right to produce groundwater from and store water in the Basin. Cross-Complainant's contentions are as set forth above. On information and believe, Cross-Defendants dispute these contentions.

23. A controversy also exists concerning physical facts of the Basin such as basin boundaries, degree of separation between sub-basins, and safe yield. Cross-Complainant's contentions are as set forth above. On information and belief, Cross-Defendants dispute these contentions.

SECOND CAUSE OF ACTION

(Declaratory Relief - Physical Solution - Against All Cross-Defendants)

24. Cross-Complainant re-alleges and incorporates by reference each and all of the preceding paragraphs as though fully set forth herein.

25. Upon information and belief, Cross-Complainant alleges that Cross-Defendants, and each of them, claim an interest or right to Basin water, and further claim they can increase their pumping without regard to the rights of Cross-Complainant. Unless restrained by order of the Court, Cross-Defendants will continue to take increasing amounts of water from the Basin, causing great and irreparable damage and injury to Cross-Complainant and to the Basin. Money damages cannot compensate for the damage and injury to the Basin.

26. The amount of Basin water available to Cross-Complainant has been reduced because Cross-Defendants have extracted, and continue to extract, increasingly large amounts of water from the Basin. Unless the court enjoins and restrains Cross-Defendants, and each of them, the aforementioned

1 conditions will worsen. Consequently, the Basin's groundwater supply will be further depleted, thus
2 reducing the amount of Basin water available to the public.

3 27. California law makes it the duty of the trial court to consider a "physical solution" to water
4 rights disputes. A physical solution is a common-sense approach to resolving water rights litigation that
5 seeks to satisfy the reasonable and beneficial needs of all parties through augmenting the water supply or
6 other practical measures. The physical solution is a practical way of fulfilling the mandate of the
7 California Constitution (Article X, section 2) that the water resources of the State be put to use to the
8 fullest extent of which they are capable.

9 28. This court must determine, impose and retain continuing jurisdiction in order to enforce
10 a physical solution upon the parties who pump water from the Basin, and thereby prevent irreparable
11 injury to the Basin. Available solutions to the Basin problems may include, but are not limited to, the
12 court appointment of a Watermaster, and monetary and metering and assessments upon water extraction
13 from the Basin. Such assessments would pay for the purchase of supplemental water from Cross-
14 Complainant for delivery to the Basin.

15 **THIRD CAUSE OF ACTION**

16 **(Declaratory Relief - Storage Of Imported Water - Against All Cross-Defendants)**

17 29. Cross-Complainant re-alleges and incorporates by reference each and all of the preceding
18 paragraphs as though fully set forth herein.

19 30. Cross-Complainant delivers water from the State Water Project. State Project water is not
20 native to the Basin. Importing State Project water decreases the need of Cross-Defendants to pump water
21 from the Basin. Cross-Complainant's status as a contractor with the State of California for the delivery
22 of State Project water is the reason it has been brought to the Basin. Cross-Complainant pays a substantial
23 annual cost to import State Project water, and this amount is subject to periodic increases.

24 31. Cross-Complainant alleges there is underground space available in the Basin for storing
25 imported State Project water.

26 32. As the primary importer of State Project water into the Basin, Cross-Complainant has the
27 right to store imported State Project water underground in the Basin, and also has the sole right to pump
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1 or otherwise use such stored State Project water. The rights of Cross-Defendants, if any, are limited to
2 the native supply of the Basin and/or to their own imported water. Cross-Defendants' rights, if any, do
3 not extend to water imported into the Basin by Cross-Complainant.

4 33. An actual controversy has arisen between Cross-Complainant and Cross-Defendants.
5 Cross-Complainant alleges, on information and belief, that Cross-Defendants dispute the contentions
6 contained in this Cross-Complaint.

7 34. Cross-Complainant seeks a judicial determination as to the correctness of its contentions
8 that it may store imported State Project water in the Basin, recapture such imported State Project water,
9 and that they have the sole right to pump or otherwise use such imported State Project water.

10 **FOURTH CAUSE OF ACTION**

11 **(Declaratory Relief - Recapture of Return Flows**

12 **From Imported Water Stored in the Basin - Against All Cross-Defendants)**

13 35. Cross-Complainant re-alleges and incorporates by reference each and all of the preceding
14 paragraphs as though fully set forth herein.

15 36. Some of the State Project water typically returns and/or enters the Basin, and will continue
16 to do so. This water is commonly known as "return flows." These return flows further augment the
17 Basin's water supply.

18 37. Cross-Complainant alleges there is underground space available in the Basin to store return
19 flows from imported State Project water.

20 38. As the primary importer of supplemental State Project water into the Basin, Cross-
21 Complainant has the sole right to recapture return flows attributable to its State Project water. The rights
22 of Cross-Defendants, if any, are limited to the native supply of the Basin and/or to their own imported
23 water, and do not extend to groundwater attributable to Cross-Complainant's return flows.

24 39. An actual controversy has arisen between Cross-Complainant and Cross-Defendants.
25 Cross-Complainant alleges, on information and belief, that Cross-Defendants dispute the contentions
26 contained in this Cross-Complaint.
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1 40. Cross-Complainant seeks a judicial determination as to the correctness of its contentions
2 that it has the right to recapture return flows in the Basin, both at present and in the future.

3 **FIFTH CAUSE OF ACTION**

4 **(Declaratory Relief - Boundaries of Basin - Against All Cross-Defendants)**

5 41. Cross-Complainant re-alleges and incorporates by reference each and all of the preceding
6 paragraphs as though fully set forth herein.

7 42. An actual controversy has arisen between Cross-Complainant and Cross-Defendants, and
8 each of them, regarding the actual physical dimensions and description of the Basin for purposes of
9 determining the parties rights to water located therein. Cross-Complainant alleges, on information and
10 belief, that Cross-Defendants dispute Cross-Complainant's contentions as set forth in this Cross-
11 Complaint.

12 43. Cross-Complainant seeks a judicial determination as to the correctness of its contentions and
13 an *inter se* finding as to the actual physical dimensions and description of the Basin.

14 **SIXTH CAUSE OF ACTION**

15 **(Injunctive Relief - Against All Cross-Defendants)**

16 44. Cross-Complainant re-alleges and incorporates by reference each and all of the preceding
17 paragraphs as though fully set forth herein.

18 45. On information and belief, each Cross-Defendant produces or threatens to produce more
19 water from the Basin than it has a right to produce. This production in excess of rights interferes with the
20 rights of Cross-Complainant as set forth herein.

21 46. On information and belief, the total production of groundwater from the Basin exceeds the
22 safe yield of the Basin, and the Basin is in overdraft.

23 47. It is necessary and appropriate for the court to exercise and retain continuing jurisdiction
24 to develop and enforce a physical solution that protects, manages, conserves, and adjudicates groundwater
25 supplies in the Basin. Such a physical solution may include restrictions on groundwater production,
26 monetary assessments on groundwater extractions and for the purchase of supplemental water supplies
27 from Cross-Complainant, prohibitions against wasteful and excessive use of water by Cross-Defendants
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1 and their customers in violation of Article X, Section 2 of the California Constitution, mandatory
2 conservation measures, a groundwater monitoring and reporting program assessment of costs to remediate
3 land subsidence and groundwater contamination, and the appointment of a Watermaster to administer and
4 enforce the judgments and order of the court.

5 48. Unless such a physical solution is ordered, Cross-Complainant will suffer irreparable harm
6 in that the supply of groundwater will become depleted and other undesirable effects such as subsidence
7 will occur.

8 49. Cross-Complainant lacks an adequate remedy at law.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Cross-Complainant prays for judgment as follows:

11 1. For judicial declarations consistent with Cross-Complainant's contentions in the First,
12 Second, Third, Fourth, Fifth, and Sixth Causes of Action in this Cross-Complaint, including but not
13 limited to the following:

14 a. That each Cross-Defendant be required to set for the nature and extent of its claim
15 in and to the available groundwater supply in the Basin ;

16 b. That the water rights, if any, of each Cross-Defendant in this action in and to the
17 available supply of groundwater in the Basin be fixed and determined; that if a Cross-Defendant has no
18 right, that such fact be determined; and that Cross-Defendants be enjoined from exceeding their respective
19 rights, except as may be permitted under the terms of any physical solution ordered by this court;

20 c. That it be adjudged and decreed that the total annual demands upon the available
21 groundwater supply in the Basin exceed the average annual supply thereto, and that there is no surplus
22 water available;

23 d. That this court reserve continuing jurisdiction to make such adjustments in its
24 decree and judgment, from time to time, as necessary for the preservation of the available groundwater
25 supply in the Basin and the protection of all those having rights therein;
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1 2. For a declaration of the nature, extent, and priority of the parties' rights to produce
2 groundwater from the Basin, and the physical facts of the Basin such as basin boundaries, degree of
3 separation between sub-basins, and safe yield;

4 3. For a physical solution to the overdraft of the Basin that fully recognizes the rights of
5 Cross-Complainant and that results in the equitable distribution of rights and obligations with respect to
6 the management of groundwater resources in the Basin;

7 4. For preliminary and permanent injunctions which prohibit Cross-Defendants, and each of
8 them, from taking, wasting, or failing to conserve water from the Basin in any manner which interferes
9 with the rights of the Cross-Complainant to take water from or store water in the Basin to meet its
10 reasonable present and future needs;

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

12 6. For costs of suit; and

13 7. For such other and further relief as the court may deem just and proper.

14 Dated: August 30, 2006

BRUNICK, McELHANEY & BECKETT

16 By: Steven M. Kennedy
17 William J. Brunick
18 Steven K. Beckett
19 Steven M. Kennedy
Attorneys for ANTELOPE VALLEY-
EAST KERN WATER AGENCY