

Exhibit 14

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5 Ontario, California 91762
6 (909) 983-9393; Fax (909) 391-6762

7 Attorneys for White Fence Farms Mutual Water Co. Inc., El Dorado Mutual Water Co., West
8 Side Park Mutual Water Co., Shadow Acres Mutual Water Co., Antelope Park Mutual Water
9 Co., Averydale Mutual Water Co., Sundale Mutual Water Co., Evergreen Mutual Water Co.,
10 Aqua J Mutual Water Co., Bleigh Flat Mutual Water Co., Colorado Mutual Water Co.,
11 Sunnyside Farms Mutual Water Co., Land Projects Mutual Water Co., and Tierra Bonita Mutual
12 Water Co.; **collectively known as A.V. United Mutual Group**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

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12
**ANTELOPE VALLEY
GROUNDWATER CASES**

13 Included Actions:
14 Los Angeles County Waterworks District
15 No. 40 v. Diamond Farming Co., Superior
16 Court of California, County of Los Angeles,
17 Case No.: BC 325201;

18 Los Angeles County Waterworks District
19 No. 40 v. Diamond Farming Co., Superior
20 Court of California, County of Kern, Case
21 No.: S-1500-CV-254-348;

22 Wm. Bolthouse Farms, Inc. v. City of
23 Lancaster, Diamond Farming Co. v. City of
24 Lancaster, Diamond Farming Co. v.
25 Palmdale Water Dist., Superior Court of
26 California, County of Riverside, Case Nos.:
27 RIC 353 840, RIC 344 436, RIC 344 668

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White Fence Farms Mutual Water Co. Inc.;
El Dorado Mutual Water Co.; West Side
Park Mutual Water Co.; Shadow Acres
Mutual Water Co.; Antelope Park Mutual
Water Co.; Averydale Mutual Water Co.;
Sundale Mutual Water Co.; Evergreen
Mutual Water Co.; Aqua J Mutual Water
Co.; Bleigh Flat Mutual Water Co.;
Colorado Mutual Water Co.; Sunnyside
Farms Mutual Water Co., Land Projects

Judicial Council Coordination Proceeding
No. 4408

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

**CROSS-COMPLAINT OF TIERRA BONITA
MUTUAL WATER COMPANY, AS A
MEMBER OF A.V. UNITED MUTUAL
GROUP, AGAINST PURVEYORS FOR:**

- 1) Declaratory Relief, Water Rights;
- 2) Injunctive Relief, Water Rights;
- 3) Declaratory Relief, Return Flows;
- 4) Declaratory Relief, Physical Solution;
- 5) Injunctive Relief, Physical Solution.

1 Mutual Water Co., and Tierra Bonita Mutual
2 Water Co.; collectively known as A.V.
3 United Mutual Group,

4 Cross-Complainants,

5 v.

6 California Water Service Company; City of
7 Lancaster; City of Palmdale; Littlerock
8 Creek Irrigation District; Los Angeles
9 County Water Works District No. 40;
10 Palmdale Water District; Rosamond
Community Services District; Palm Ranch
Irrigation District; and Quartz Hill Water
District; and ZOES 1-200, inclusive,

11 Cross-Defendants.

12 Tierra Bonita Mutual Water Company, as a member of A.V. United Mutual Group
13 (“AVUMG”), joins that group in alleging against Cross-Defendants California Water Service
14 Company, City of Lancaster, City of Palmdale, Littlerock Creek Irrigation District, Los Angeles
15 County Water Works District No. 40, Palmdale Water District, Rosamond Community Services
16 District, Palm Ranch Irrigation District, and Quartz Hill Water District (“collectively referred to
17 herein as “Purveyors”), and ZOES 1-200, inclusive, as follows:

18 GENERAL ALLEGATIONS

19 1. The Court has jurisdiction over this action pursuant to Code of Civil Procedure
20 sections 526 and 1060. Venue is proper before this Court pursuant to the coordination order
21 issued by the Judicial Council.

22 2. Cross-Complainants herein, White Fence Farms Mutual Water Co. Inc., El
23 Dorado Mutual Water Co., West Side Park Mutual Water Co., Shadow Acres Mutual Water Co.,
24 Antelope Park Mutual Water Co., Averydale Mutual Water Co., Sundale Mutual Water Co.,
25 Evergreen Mutual Water Co., Aqua J Mutual Water Co., Bleigh Flat Mutual Water Co.,
26 Colorado Mutual Water Co., Sunnyside Farms Mutual Water Co., Land Projects Mutual Water
27 Co., and Tierra Bonita Mutual Water Co.; collectively known as A.V. United Mutual

1 Group("AVUMG"), are mutual water companies whose shareholders are owners of land in the
2 Antelope Valley. Each Cross-Complainant holds a beneficial right to the shareholders' interest
3 in ground water within the geographic boundaries of the Antelope Valley Ground Water Basin
4 ("Basin"). The Cross-Complainants have historically pumped water from beneath the
5 shareholders land for the shareholders use.

6 3. Cross-Complainants are informed and believe and thereon allege that California
7 Water Service Company is a California corporation which provides water to customers located
8 within the geographic boundaries of the Basin and which extracts water from the Basin.

9 4. Cross-Complainants are informed and believe and thereon allege that City of
10 Lancaster is a municipal corporation located within the County of Los Angeles, and within the
11 geographic boundaries of the Basin.

12 5. Cross-Complainants are informed and believe and thereon allege that City of
13 Palmdale is a municipal corporation located within the County of Los Angeles.

14 6. Cross-Complainants are informed and believe and thereon allege that Littlerock
15 Creek Irrigation District is a public agency which provides water to customers located within the
16 geographic boundaries of the Basin and which extracts water from the Basin.

17 7. Cross-Complainants are informed and believe and thereon allege that Los Angeles
18 County Waterworks District No. 40 is a public agency governed by the Los Angeles County
19 Board of Supervisors operating under Division 16 of the California Water Code. Los Angeles
20 County Waterworks District No. 40 was established on November 4, 1993 to provide water
21 service to the public within the Basin.

22 8. Cross-Complainants are informed and believe and thereon allege that Palmdale
23 Water District was formed as a public irrigation district in 1918 and operates under Division 11
24 of the California Water Code and is producing water from the Basin and selling it to its
25 customers.

26 9. Cross-Complainants are informed and believe and thereon allege that Rosamond
27 Community Services District is a county water district voted into being in 1966, and operating

1 under Division 12 of the California Water Code to provide water for domestic use and irrigation,
2 among other things.

3 10. Cross-Complainants are informed and believe and thereon allege that Palm Ranch
4 Irrigation District is a public agency which provides water to customers located within the
5 geographic boundaries of the Basin and which extracts water from the Basin.

6 11. Cross-Complainants are informed and believe and thereon allege that Quartz Hill
7 Water District is a county water district organized and operating under Division 12 of the
8 California Water Code and is producing water from the Basin and selling it to its customers.

9 12. Cross-Complainants are ignorant of the true names and capacities of Cross-
10 Defendants sued herein as ZOES 1-200, inclusive, and therefore sue these Cross-Defendants by
11 such fictitious names. Cross-Complainants will amend this Cross-Complaint to allege their true
12 names and capacities when ascertained. References to "Purveyors" in this Cross-Complaint also
13 refer to all Cross-Defendants sued under such fictitious names.

14 **FACTUAL ALLEGATIONS**

15 13. The Antelope Valley is located in northern Los Angeles County and the
16 southeastern portion of Kern County, California. The Antelope Valley comprises the western tip
17 of the Mojave Desert, opening up to the Victor Valley and the Great Basin to the east. The
18 Antelope Valley is a desert ecosystem which spans approximately 2,200 square miles. Human
19 water use in the Antelope Valley depends mainly on pumping of groundwater from the valley's
20 aquifers and the importing of additional water. Cross-Complainants herein acquire water both by
21 pumping underlying groundwater and purchasing imported water to supplement the pumped
22 water.

23 14. Cross-Complainants are informed and believe and thereon allege that Purveyors
24 began pumping appropriated surplus water from the Basin to provide water for their municipal,
25 industrial, or other water customers, which was initially lawful and did not immediately nor
26 prospectively invade or impair any overlying rights.

27 15. However, since the initial pumping began, with the expanded population growth

1 of the Antelope Valley, Purveyors have dramatically increased their demand for water, which
2 created a potential for damages to the water supply. Despite the potential for damages to the
3 water supply, Purveyors have continued the act of pumping.

4 16. Cross-Complainants are informed and believe and thereon allege that Purveyors,
5 with knowledge did extract, and have continued to extract, groundwater from the common
6 supply, and have continued the act of pumping the groundwater to increase their extractions of
7 groundwater with the knowledge that the continued extractions are damaging the long-term
8 rights of the mutual water companies, including its shareholders who are the property owners,
9 among others.

10 17. Cross-Complainants are informed and believe and thereon allege that Purveyors,
11 with full intent and knowing that they could take by claim of prescription, without compensation,
12 the water rights of all landowners overlying the Basin. Despite the knowledge and intent to take
13 overlying property owners' water rights, the Purveyors did not take any steps necessary or
14 intended to inform or otherwise notify any landowner of their adverse and hostile claim or that
15 their pumping of groundwater was an invasion of the landowners' property rights.

16 18. During the time that each Purveyor was pumping the groundwater, no Purveyor
17 ever took any affirmative action reasonably calculated to inform or notify any overlying
18 landowner that the Purveyor intended to take by prescription the overlying water rights.

19 19. For the five years immediately preceding the filing of this Cross-Complaint, the
20 Cross-Complainants, and their shareholders who are property owners in the Basin, did not have
21 actual knowledge that any Purveyor's pumping of groundwater was adverse to or hostile to their
22 present and/or future priority rights.

23 20. In or about March 2007, Cross-Complainants were served as Does by Cross-
24 Defendants seeking to obtain a judicial determination that they had obtained the overlying
25 landowners' water rights, without compensation, within the Basin through the common law
26 doctrine of prescription.

27 21. None of the Purveyors have invoked the power of eminent domain, nor paid any
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1 compensation to the Cross-Complainants or their shareholders, for the property rights that they
2 have allegedly and knowingly taken.

3 **FIRST CAUSE OF ACTION**

4 **(Declaratory Relief; Water Rights)**

5 **(Against all Cross-Defendants and Zoes 1-200, inclusive)**

6 22. Cross-Complainants reallege and incorporate by reference paragraphs 1 through
7 21 of this Cross-Complaint as though fully set forth herein.

8 23. An actual controversy has arisen between Cross-Complainants and each of the
9 Cross-Defendants as to the nature, extent and priority of each party's right to produce
10 groundwater from the Basin. As mutual water companies whose shareholders are overlying
11 landowners, Cross-Complainants allege that their water rights are superior in priority to those of
12 any of Cross-Defendants, and that they have preserved and maintained their priority rights to the
13 use of groundwater.

14 24. Cross-Complainants are informed and believe and thereon allege that Cross-
15 Defendants dispute these contentions.

16 25. Cross-Complainants seek a declaration and judicial determination as to the
17 validity of their contentions set forth herein, the amount of Basin water to which each party is
18 entitled to produce from the Basin, and the priority and character of each party's respective
19 rights.

20 **SECOND CAUSE OF ACTION**

21 **(Injunctive Relief; Water Rights)**

22 **(Against all Cross-Defendants and Zoes 1-200, inclusive)**

23 26. Cross-Complainants reallege and incorporate by reference paragraphs 1 through
24 25 of this Cross-Complaint as though fully set forth herein.

25 27. In their First-Amended Cross-Complaint, Cross-Defendants allege that they
26 produce more water from the Basin than they have a right to produce. If allowed to continue,
27 this production in excess of rights will interfere with the right of Cross-Complaints to produce

1 groundwater and will cause injury to Cross-Complainants.

2 28. Cross-Complainants have no adequate remedy at law.

3 29. Cross-Complainants are informed and believe and thereon allege that Cross-
4 Defendants dispute these contentions.

5 30. Unless the Court orders that Cross-Defendants cease production of water in
6 excess of their rights, Cross-Complainants will suffer irreparable harm in that the supply of
7 groundwater will become depleted and other undesirable effects will occur.

8 **THIRD CAUSE OF ACTION**

9 **(Declaratory Relief; Return Flows)**

10 **(Against all Cross-Defendants and Zoes 1-200, inclusive)**

11 31. Cross-Complainants reallege and incorporate by reference paragraphs 1 through
12 30 of this Cross-Complaint as though fully set forth herein.

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

16 33. Cross-Complainants are informed and believe and thereon allege that there is
17 underground space available in the Basin to store return flows from imported State Project water.

18 34. Cross-Complainants have the right to recapture the return flows from that water
19 attributable to their purchase of imported State Project water, or such water imported on their
20 behalf. The rights of Cross-Defendants, if any, are limited to the Basin's native supply, and/or
21 their imported water, and do not extend to groundwater attributable to the Cross-Complainants'
22 return flows.

23 35. An actual controversy has arisen between Cross-Complainants and each of the
24 Cross-Defendants. Cross-Complainants are informed and believe and thereon allege that Cross-
25 Defendants dispute their contentions as set forth in this Cross-Complaint.

26 36. Cross-Complainants seek a declaration and judicial determination as to the
27 validity of their contentions, and that they have the sole right to recapture return flows in the

1 Basin, both at the present and in the future.

2 **FOURTH CAUSE OF ACTION**

3 **(Declaratory Relief; Physical Solution)**

4 **(Against all Cross-Defendants and Zoes 1-200, inclusive)**

5 37. Cross-Complainants reallege and incorporate by reference paragraphs 1 through
6 36 of this Cross-Complaint as though fully set forth herein.

7 38. Cross-Complainants contend that Cross-Defendants, who are seeking an
8 injunction/physical solution, must prove common law overdraft, the nature and extent of all
9 pumping occurring in the Antelope Valley, appropriate *inter se* priority rights, the rights of all
10 groundwater producers in the Antelope Valley and a legal basis for an injunction against parties
11 holding inferior rights based upon the California groundwater allocation priority system.

12 39. Cross-Complainants seek a declaration and judicial determination as to the
13 validity of their contentions, and that a physical solution shall be implemented.

14 **FIFTH CAUSE OF ACTION**

15 **(Injunctive Relief; Physical Solution)**

16 **(Against all Cross-Defendants and Zoes 1-200, inclusive)**

17 40. Cross-Complainants reallege and incorporate by reference paragraphs 1 through
18 39 of this Cross-Complaint as though fully set forth herein.

19 41. Cross-Complainants contend that if water cutbacks are necessary, appropriate
20 users must be cutback first to prevent continuing common law overdraft. To the extent Cross-
21 Defendants prove that common law overdraft exists, Cross-Complainants request the Court
22 enjoin parties holding inferior appropriate rights from pumping and/or that the Court impose a
23 physical solution on appropriators to prevent continuing common law overdraft.

24 **WHEREFORE**, Cross-Complainants pray that judgment be entered as follows:

- 25 1. For a judgment against Cross-Defendants;
- 26 2. For a declaration of Cross-Complainants rights to pump and reasonable use
27 groundwater underlying the shareholders' property;

1 3. If the Court determines based upon the Cross-Defendants' basin-wide
2 adjudication that the groundwater basin is in common law overdraft, for an injunction and/or a
3 physical solution cutting back appropriative water use to prevent continuing common law
4 overdraft;

5 4. For continuing jurisdiction of the Court to litigate disputes as necessary in the
6 future consistent with the Court judgment herein and consistent with California water law;

7 5. For a declaration that no party hereto may hereinafter obtain prescriptive rights
8 against any other party to this action and that all parties will act in conformance with the terms of
9 any such judgment;

10 6. For a judgment for Cross-Complainants for all available remedies to secure and
11 protect Cross-Complainants' continuing overlying water rights;

12 7. For an award or reasonable attorneys' fees and costs of suit; and

13 8. For such other and further relief as the Court deems just and proper.

14
15 Dated: June 5, 2007

COVINGTON & CROWE, LLP

16
17
18 By: 

ROBERT E. DOUGHERTY

WILLIAM A. HAUCK

19 Attorneys for Cross-Defendants and Cross-
20 Complainants A.V. United Mutual Group
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SANTA CLARA

I am employed in the County of San Bernardino, State of California. I am over the age of 18 and not a party to the within action; my business address is Covington & Crowe, LLP, 1131 West Sixth Street, Suite 300, Ontario, California 91762.

On **June 5, 2007**, I served the foregoing document described as
**CROSS-COMPLAINT OF TIERRA BONITA, AS A MEMBER OF A.V. UNITED
MUTUAL GROUP, AGAINST PURVEYORS** on the interested parties in this action:

☒ by posting the document listed above to the Santa Clara County Superior Court e-filing website under the Antelope Valley Groundwater matter pursuant to the Court's Order dated October 27, 2005.

☐ by placing ☐ the original ☐ a true copy thereof enclosed in a sealed envelope addressed as follows:

☐ **BY MAIL**

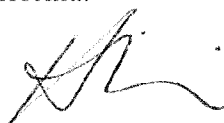
☐ * I deposited such envelope in the mail at Ontario, California. The envelope was mailed with postage thereon fully prepaid.

☐ As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Ontario, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY PERSONAL SERVICE** I delivered such envelope by hand to the offices of the addressee.

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

Executed on **June 5, 2007**, at Ontario, California.



VERONICA ARGANDA

Exhibit 15

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Steven K. Beckett, Esq. [SB No. 97413]
Steven M. Kennedy, Esq. [SB No. 141061]
BRUNICK, McELHANEY & BECKETT
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*Exempt from filing fee pursuant to
Gov't. Code Section 6103*

Attorneys for ANTELOPE VALLEY-EAST KERN WATER AGENCY

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

Coordination Proceeding
Special Title (Rule 1550(b))

Judicial Council Coordination Proceeding
No. 4408

**ANTELOPE VALLEY GROUNDWATER
CASES**

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

Assigned to The Honorable Jack Komar, Dept. 17

Antelope Valley-East Kern Water Agency,

Cross-Complainant,

vs.

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

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.

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; Hooshpark 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,

13
14 Cross-Defendants.

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

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18 INTRODUCTION

19
20 1. This Cross-Complaint for declaratory and injunctive relief seeks a judicial determination
21 of rights to all water within the Antelope Valley Groundwater Basin (the “Basin”). An adjudication is
22 necessary to protect and conserve the limited water supply that is vital to the public health, safety, and
23 welfare of all persons and entities that depend upon native water from the Basin and supplemental water
24 from Cross-Complainant. For these reasons, Cross-Complainant files this Cross-Complaint to protect the
25 general public welfare in the Antelope Valley and to protect the Antelope Valley from a loss of the
26 public’s water supply.

27
28 PARTIES

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

34
35 3. The jurisdictional boundaries of Cross-Complainant are located in the Antelope Valley and
36 include a majority of the land mass overlying the Basin. Cross-Complainant is a party to a long-term
37

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
28

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.
28

1 20. Cross-Complainant's water rights as described above are equal or superior in priority to
2 those of any Cross-Defendant.

3 **FIRST CAUSE OF ACTION**

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

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

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

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

14 **SECOND CAUSE OF ACTION**

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

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

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

24 26. The amount of Basin water available to Cross-Complainant has been reduced because
25 Cross-Defendants have extracted, and continue to extract, increasingly large amounts of water from the
26 Basin. Unless the court enjoins and restrains Cross-Defendants, and each of them, the aforementioned
27
28

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 extend 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 Sate 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
28

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.
27
28

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 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
28

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;
26

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

15
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18 Steven K. Beckett
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Attorneys for ANTELOPE VALLEY-
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20
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Exhibit 16

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9
10 Attorneys for Cross-Complainants and Cross-Defendants County Sanitation Districts Nos. 14
and 20 of Los Angeles County

11 SUPERIOR COURT OF CALIFORNIA

12 COUNTY OF LOS ANGELES

13
14 Coordination Proceeding
Special Title (Rule 1550(b))

Judicial Council Coordination Proceeding No.
4408

15 **ANTELOPE VALLEY GROUNDWATER**
16 **CASES**

ASSIGNED FOR ALL PURPOSES TO:
Judge: Honorable Jack Komar

17 Included Actions:

CROSS-COMPLAINT OF COUNTY
SANITATION DISTRICTS NOS. 14 AND
20 OF LOS ANGELES COUNTY

18 Los Angeles County Waterworks District No.
40 v. Diamond Farming Co. 1; Los Angeles
County Waterworks District No. 40 v.
19 Diamond Farming Co.; Wm. Bolthouse
Farms, Inc. v. City of Lancaster; Diamond
20 Farming Co. v. City of Lancaster; Diamond
Farming Co. v. Palmdale Water Dist.

General Civil Case
Trial Date: Not Set

21
22 COUNTY SANITATION DISTRICTS NOS.
14 AND 20 OF LOS ANGELES COUNTY,
public agencies,

23
24 Cross-Complainants and Cross-
Defendants

25 vs.

26 LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40; ROSAMOND
27 COMMUNITY SERVICES DISTRICT;
PALMDALE WATER DISTRICT; QUARTZ
28 HILL WATER DISTRICT; PALM RANCH

1 IRRIGATION DISTRICT; LITTLEROCK
2 CREEK IRRIGATION DISTRICT;
3 CALIFORNIA WATER SERVICE
COMPANY; CITY OF LANCASTER; CITY
OF PALMDALE,

4 Cross-Defendants and Cross-
5 Complainants

6 And

7 DIAMOND FARMING COMPANY;
8 WM. BOLTHOUSE FARMS, INC.;
9 BOLTHOUSE PROPERTIES, INC.;
CITY OF LOS ANGELES; ANTELOPE
VALLEY EAST KERN WATER AGENCY;
TEJON RANCHCORP; And DOES 1 through
25,000 inclusive,

10 Cross-Defendants.
11

12
13 Cross-Complainants and Cross-Defendants County Sanitation Districts Nos. 14 and 20 of Los
14 Angeles County allege as follows:

15
16 **I. THE PARTIES**

17 1. The County Sanitation Districts of Los Angeles County are independent special
18 districts that serve, among other things, the wastewater treatment and reclamation needs of Los
19 Angeles County. The Districts were formed under the authority provided by the County
20 Sanitation District Act of 1923, Cal. Health & Safety Code §§4700-4857. One of those Districts,
21 Cross-Complainant and Cross-Defendant County Sanitation District No. 14 of Los Angeles
22 County, formed on August 31, 1938, is and at all times mentioned was a local agency formed
23 under the laws of the State of California. Cross-Complainant and Cross-Defendant, County
24 Sanitation District No. 20 of Los Angeles County, formed August 7, 1951, is and at all times
25 mentioned was a local agency formed under the laws of the State of California. Cross-
26 Complainants and Cross-Defendants County Sanitation District Nos. 14 and 20 of Los Angeles
27 County are hereafter collectively referred to as the "Districts." Under Health and Safety Code §
28

1 4738, the Districts have the power to bring this action in the name of the Districts.

2 2. The Districts operate wastewater treatment facilities in the Antelope Valley and
3 on behalf of their rate paying customers seek to protect the Districts' rights to retain control over
4 the disposition of their recycled water and to ensure protection of their rights to pump
5 groundwater for use on their overlying property. The Districts currently contribute
6 approximately 21 million gallons per day ("mgd") (23,000 acre-feet per year) to the water supply
7 of the Basin, primarily through sale for direct reuse for irrigation purposes and for habitat
8 maintenance. The Districts intend to pump a portion of the recycled water that has reached the
9 Basin as part of a water quality remediation program pursuant to orders from the Regional Water
10 Quality Control Board – Lahontan Region ("RWQCB").

11 3. The Districts have funded and continue to fund costly capital improvements and
12 treatment processes beyond those required by the regulations in order to increase capacity and
13 make higher quality recycled water available to users in the arid Antelope Valley. The Districts
14 expect to charge reasonable rates for the sale of this recycled water. The Districts have also
15 funded initial groundwater extraction and treatment efforts, under orders from the RWQCB, to
16 remediate problems from past recycled water management activities.

17 4. The Districts are informed and believe that the Plaintiff, Los Angeles County
18 Waterworks District No. 40, is a public agency governed by the Los Angeles County Board of
19 Supervisors and lawfully organized to provide water to the public in a large portion of the
20 Antelope Valley.

21 5. The Districts are informed and believe that Diamond Farming Company is a
22 California corporation doing business in Los Angeles County.

23 6. The Districts are informed and believe that Wm. Bolthouse Farms, Inc. is a
24 Michigan corporation doing business in Los Angeles County.

25 7. The Districts are informed and believe that Bolthouse Properties, Inc. is a
26 California Corporation doing business in Los Angeles County.

27 8. The Districts are informed and believe that California Water Service Company
28 is a California corporation that provides water to customers within Los Angeles County.

1 9. The Districts are informed and believe that the City of Lancaster is a municipal
2 corporation situated within Los Angeles County.

3 10. The Districts are informed and believe that the City of Los Angeles is a
4 municipal corporation situated within Los Angeles County.

5 11. The Districts are informed and believe that the City of Palmdale is a municipal
6 corporation situated within Los Angeles County.

7 12. The Districts are informed and believe that Littlerock Creek Irrigation District is
8 a public agency that provides water to consumers within Los Angeles County.

9 13. The Districts are informed and believe that the Palmdale Water District is a
10 public agency that provides water to consumers within Los Angeles County.

11 14. The Districts are informed and believe that the Palm Ranch Irrigation District is
12 a public agency that provides water to consumers within Los Angeles County.

13 15. The Districts are informed and believe that the Quartz Hill Water District is a
14 public agency that provides water to consumers within Los Angeles County.

15 16. The Districts are informed and believe that the Rosamond Community Services
16 District is a public agency that provides water to customers within Kern County.

17 17. The Districts are informed and believe that the United States of America owns
18 Edwards Air Force Base.

19 18. The Districts are informed and believe that the Antelope Valley East Kern
20 Water Agency ("AVEK") is a public agency that provides imported water to customers within
21 the Antelope Valley.

22 19. The Districts are informed and believe that Tejon Ranchcorp is a California
23 corporation that owns the Tejon Ranch.

24 20. The Districts are informed and believe that Los Angeles County Waterworks
25 District No. 40, California Water Service Company, the City of Lancaster, the City of Palmdale,
26 Littlerock Creek Irrigation District, Palmdale Water District, Palm Ranch Irrigation District,
27 Quartz Hill Water District, and Rosamond Community Services District ("Municipal Water
28 Purveyors") are municipal water purveyors.

21. The Districts do not know the capacities of the remaining named Cross-Defendants. The Districts will amend this Cross-Complaint to show the capacities of the remaining named Cross-Defendants when such capacities have been ascertained.

22. The Districts do not know the true names and capacities of Cross-Defendants Doe 1 through Doe 25,000, inclusive, and therefore sues said Cross-Defendants under fictitious names. Districts will amend this Cross-Complaint to show the true names and capacities of the Doe Cross-Defendants when such names and capacities have been ascertained.

II. FACTUAL BACKGROUND

A. Physical Setting

23. The Antelope Valley is located in Los Angeles and Kern Counties. The Antelope Valley is roughly triangular in shape and encompasses approximately 1,600 square miles in area. The Tehachapi Mountains, which rise to an altitude of approximately 8,000 feet above mean sea level, form the northwestern boundary of the valley. The San Gabriel Mountains, which rise to an altitude of more than 9,000 feet, form the southwestern boundary of the valley.

24. The Antelope Valley is a closed topographic basin with no outlet. Underlying the Antelope Valley is the Antelope Valley Groundwater Basin (“Basin”), with geographic boundaries that are smaller in area than the overlying valley, as recently established by this Court.

25. All water that enters Antelope Valley either infiltrates into the Basin, evaporates, or flows toward three playa lakes: Rosamond Dry Lake, Rogers Dry Lake, and Buckhorn Dry Lake. In general, groundwater flows in the direction of the playa lakes.

26. There is a dispute as to the quantity of water available for use from groundwater, recycled water, and surface water sources in the Antelope Valley.

B. Operations of the Districts

27. District No. 14 owns and operates the Lancaster Water Reclamation Plant (“Lancaster WRP”) and also owns certain other property located in Los Angeles County and within the Antelope Valley.

1 28. In 2005, the Lancaster WRP collected and treated an average flow of 12.6
2 million gallons per day (“mgd”) and made available for reuse an average of 12.3 mgd of
3 industrial, commercial, and municipal wastewater from a population of approximately 120,000.
4 The Lancaster WRP provides primary and secondary wastewater treatment; a small portion of
5 the recycled water also receives tertiary treatment and disinfection. The Lancaster WRP is
6 located just north of the City of Lancaster in Los Angeles County.

7 29. The Lancaster WRP produces recycled water that is either retained in storage
8 reservoirs, conveyed to agricultural areas for irrigation use, or delivered to the Piute Ponds or the
9 adjacent impoundment areas. Tertiary treated recycled water, approximately 0.2 mgd, is
10 conveyed to Apollo Lakes Regional County Park.

11 30. District No. 14 is obligated to maintain Piute Ponds under a three-party Letter
12 of Agreement with the California Department of Fish and Game and Edwards Air Force Base.
13 This Letter of Agreement, dated May 6, 1981, requires District No. 14 to discharge effluent from
14 the Lancaster WRP to Piute Ponds at a rate sufficient to maintain a minimum of 200 wetted acres
15 of habitat. Neither the ponds nor their extensive marsh-type habitat would exist if it were not for
16 the discharge of recycled water from the Lancaster WRP.

17 31. The Regional Water Quality Control Board (“RWQCB”) issued Waste
18 Discharge Requirements (“WDRs”) for the Lancaster WRP on September 11, 2002 (RWQCB
19 Order No. R6V-2002-053). The WDRs contain both water reclamation requirements and waste
20 discharge requirements. The WDRs allow the Lancaster WRP to treat up to 16 mgd.

21 32. In May 2004, District No. 14 released its Final Lancaster Water Reclamation
22 Plant 2020 Facilities Plan after public review and comment (the “2020 Plan”). The 2020 Plan
23 addresses accommodating increasing wastewater flows and fluctuating seasonal demands by
24 increasing wastewater treatment and storage capacity, purchasing additional agricultural land for
25 recycled water reuse, and increasing demand for recycled water treated to tertiary standards.

26 33. District No. 20 owns and operates the Palmdale Water Reclamation Plant
27 (“Palmdale WRP”), and also owns other certain property located in Los Angeles County and
28 within the Antelope Valley.

1 34. In 2005, the Palmdale WRP collected and treated an average flow of 8.4 mgd
2 and made available for reuse all 8.4 mgd of industrial, commercial, and municipal wastewater
3 from a population of approximately 100,000. All Palmdale WRP recycled water is provided
4 primary and secondary treatment, followed by chlorination for disinfection. The Palmdale WRP
5 is located at two sites in an unincorporated area of the County of Los Angeles adjacent to the
6 City of Palmdale.

7 35. The Palmdale WRP currently produces recycled water that is used for irrigation
8 of crops or recharges the groundwater Basin.

9 36. The City of Los Angeles World Airports ("LAWA") is the landowner of the
10 effluent management site ("EMS") where the majority of the District No. 20's recycled water is
11 applied to land.

12 37. The Regional Water Quality Control Board ("RWQCB") issued Waste
13 Discharge Requirements ("WDRs") for the Palmdale WRP on June 14, 2000 (RWQCB Order
14 No. 6-00-57). The waste discharge requirements contain both water reclamation requirements
15 for various reuse projects and waste discharge requirements for the land application at the EMS.
16 The WDRs allow the Palmdale WRP to treat up to 15 mgd.

17 38. Order No. 6-00-57 required District No. 20 to submit a corrective action plan,
18 an effluent disposal plan, and a farm management plan to investigate and mitigate nitrate levels
19 in the groundwater underlying the EMS. District No. 20 has submitted and is currently
20 implementing these plans.

21 39. On November 12, 2003, the RWQCB issued Cleanup and Abatement Order No.
22 R6V-2003-056 to further address levels of nitrate in groundwater. Order No. R6V-2003-056
23 requires District No. 20 to perform cleanup activities (via plume delineation, plume containment
24 and plume remediation), and to propose and implement abatement actions to ultimately reduce
25 the amount of nitrogen that may reach groundwater.

26 40. In October, 2004, the RWQCB issued Cease and Desist Order No. R6V-2004-
27 039 which requires, among other things, that District No. 20 eliminate land application of
28 recycled water by October 15, 2008.

1 41. In September 2005, District No. 20 adopted the Final Palmdale Water
2 Reclamation Plant 2025 Facilities Plan and Environmental Impact Report ("2025 Plan"). The
3 2025 Plan addresses the three primary needs of providing wastewater management for an
4 increasing population, increasing regulatory requirements, and increasing demand for recycled
5 water. District No. 20 addressed the projected population increase by proposing to increase the
6 treatment and effluent management capacity, and addressed the increasing regulatory
7 requirements and recycled water demand by increasing the level of treatment and purchasing
8 additional lands for storage reservoir and recycled water reuse. The recommended alternative
9 proposed in the plan is to provide tertiary treatment for 22.4 mgd.

10 42. California Water Code section 1210 provides that the owner of a wastewater
11 treatment plant holds the exclusive right to the recycled water as against anyone who has
12 supplied the water discharged into the wastewater collection system, absent another agreement.
13 The Districts own and operate the Lancaster WRP and the Palmdale WRP, the largest
14 wastewater treatment plants in the Basin, for the exclusive purpose of treating wastewater. The
15 Districts have made no agreements allowing any supplier of wastewater to their WRPs to retain
16 the rights to this water.

17 43. The Districts have contracts to deliver more than 14 mgd (15,000 af) per year of
18 recycled water from both Antelope Valley WRPs to users within the Basin.

19 **III. FIRST CAUSE OF ACTION**

20 **(For Declaratory Relief – Statutory Rights to Recycled Water – Against All Parties)**

21 44. The Districts allege and incorporate by reference herein allegations in
22 paragraphs 1 through 43, inclusive.

23 45. An actual controversy has arisen and now exists between Districts and Cross-
24 Defendants, to the extent any or all of them claim any right to the Districts' treated effluent or
25 demand specific disposition of the effluent, as follows:

- 26 a. Cross-Defendants import water into the Basin, and a portion of that water is water
27 that, after use, goes to the Districts' WRPs. Cross-Defendants claim the exclusive
28 right to recapture water that reaches the Basin after the Districts have treated the

1 water at their WRPs, sold the water for non-potable (primarily irrigation) uses,
2 and a portion of that water has recharged the Basin.

- 3 b. The Districts are informed and on that basis allege that Cross-Defendants have
4 taken the position that the Districts' recycled water must be fully recharged to the
5 Basin for pumping by Cross-Defendants without compensation to the Districts.

6 46. The Districts contend that, in accordance with California Water Code section
7 1210, the Districts' rights to the recycled water are paramount to that of any other entity, until
8 that water is either sold or abandoned.

9 47. The Districts desire a judicial declaration that the Districts' rights to their
10 recycled water are paramount to any other entity until that water is either sold or abandoned.

11 **VII. SECOND CAUSE OF ACTION**

12 **(For Declaratory Relief – Storage and Recapture of Water in the Basin – Against All** 13 **Parties)**

14 48. The Districts allege and incorporate by reference herein allegations in
15 paragraphs 1 through 47, inclusive.

16 49. An actual controversy has arisen and now exists between the Districts and
17 Cross-Defendants, as follows:

- 18 a. The Districts contend that their rights to the recycled water are paramount to that
19 of any other entity, until that water is either sold or abandoned.
- 20 b. The Districts contend that they have a right to store recycled water in the Basin.
- 21 c. The Districts are informed and believe and on that basis allege that there is
22 available space in the Basin in which to store its treated effluent.
- 23 d. The Districts' recycled water has reached the Basin through various means
24 including percolation of return flows, and may seek to store recycled water in the
25 future through the use of recharge basins or other facilities.
- 26 e. Municipal Water Purveyors and AVEK import water into the Basin, and a portion
27 of that water is water that, after use, goes to the Districts' WRPs. Municipal
28 Water Purveyors and AVEK claim the sole right to recapture imported water that

1 reaches the Basin after the Districts have treated the water at their WRPs, sold the
2 water for non-potable (primarily irrigation) uses, and a portion of that water has
3 recharged the Basin.

4 50. The Districts desire a judicial declaration that the Districts have a right to store
5 their recycled water in the Basin, a paramount right to credit for their recycled water which
6 recharged the Basin, and a paramount right to recapture that water.

7 **VIII. THIRD CAUSE OF ACTION**

8 **(For Declaratory Relief – Recycled Water for Nonpotable Uses – Against All Parties)**

9 51. The Districts allege and incorporate by reference herein allegations in
10 paragraphs 1 through 50, inclusive.

11 52. In California Water Code section 13550 *et seq.*, the California Legislature finds
12 and declares that the use of potable domestic water for non-potable uses, including industrial and
13 irrigation uses, is a waste or an unreasonable use of water if recycled water of adequate quality
14 and at a reasonable price is available, and meets all statutory conditions as determined by the
15 State Water Resources Control Board.

16 53. The Districts contend that they are now and will in the future make substantial
17 quantities of recycled water of adequate quality and reasonable price available for non-potable
18 uses in the Antelope Valley.

19 54. The Districts are informed and believe and on that basis allege that the
20 availability and use of recycled water directly and significantly affects the Basin and must be
21 fully taken into account in the adjudication of all rights to water in the Antelope Valley
22 Groundwater Basin.

23 55. The Districts desire a judicial declaration that the use of recycled water must be
24 an integral element in any physical solution.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, the Districts pray for Judgment as follows:

- 27 1. For a declaration that the Districts' rights to the recycled water are paramount to any
28 other entity, until that water is either sold or abandoned;

2. For a declaration that the Districts' rights to extract groundwater from the Basin and put to reasonable and beneficial use on the Districts' properties are paramount to Cross-Defendants' claims to extract and use groundwater from the Basin for non-overlying use and that Districts' rights are correlative with all other overlying groundwater rights;
3. For a declaration that the Districts have a right to store their recycled water in the Basin, a paramount right to credit for their recycled water which recharged the Basin, and a paramount right to recapture that water;
4. For a declaration that the use of recycled water must be an integral element in any physical solution.
5. For an injunction restraining Cross-Defendants, and their agents, servants and employees, and all persons acting under, in concert with, or for them, or anyone acting through them or on their behalf, from acting in any manner which interferes with the rights of the Districts to control the disposition of recycled water or to take water from the Basin to meet their present and future needs or to meet regulatory requirements.
6. For this Court to maintain continuing jurisdiction over this controversy to carry out and enforce the terms of the judgment;
7. For costs of suit; and
8. For such other relief as the Court deems just and proper.

Dated: December 27, 2006

ELLISON, SCHNEIDER & HARRIS L.L.P.

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

* * *

11	COORDINATION PROCEEDING)	Judicial Council Coordination
12	SPECIAL TITLE (Rule 1550(b)))	Proceeding No. 4408
13	ANTELOPE VALLEY GROUNDWATER)	CASE NO. 1-05-CV-049053
14	CASES)	
15	INCLUDED ACTIONS:)	
16	LOS ANGELES COUNTY WATERWORKS)	
17	DISTRICT NO. 40 v. DIAMOND)	CROSS-COMPLAINT OF BOLTHOUSE
18	FARMING COMPANY, et al.,)	PROPERTIES, LLC
19	Los Angeles Superior Court)	
20	Case No. BC325201)	
21	LOS ANGELES COUNTY WATERWORKS)	
22	DISTRICT NO. 40 v. DIAMOND)	
23	FARMING COMPANY, et al.,)	
24	Kern County Superior Court)	
25	Case No. S-1500-CV-254348)	
26	DIAMOND FARMING COMPANY, and)	
	W.M. BOLTHOUSE FARMS, INC., v.)	
	CITY OF LANCASTER, et al.,)	
	Riverside Superior Court)	
	Case No. RIC 344436 [c/w case no.)	
	RIC 344668 and 353840])	
	ROSAMOND COMMUNITY SERVICES)	
	DISTRICT,)	
	CROSS-COMPLAINANT,)	

1 BOLTHOUSE PROPERTIES, LLC,)
2 Cross-Complainant,)
3 v.)
4 ROSAMOND COMMUNITY SERVICES)
5 DISTRICT; LOS ANGELES COUNTY)
6 WATERWORKS DISTRICT NO. 40;)
7 PALMDALE WATER DISTRICT; CITY)
8 OF LANCASTER; CITY OF)
9 PALMDALE; LITTLEROCK CREEK)
10 IRRIGATION DISTRICT; PALM)
11 RANCH IRRIGATION DISTRICT;)
12 CALIFORNIA WATER SERVICE)
13 COMPANY; ANTELOPE VALLEY-EAST)
14 KERN WATER AGENCY; COUNTY OF)
15 SANITATION DISTRICTS NOS. 14)
16 and 20 OF LOS ANGELES COUNTY;)
17 and as against each and every)
18 party which subsequently files)
19 a Cross-Complaint against)
20 Bolthouse Properties, LLC; and)
21 MOES 1 through 10,000,)
22 Cross-Defendants.)
23)
24)
25)
26)

16 Cross-Defendant/Cross-Complainant, BOLTHOUSE PROPERTIES,
17 LLC., complains of Cross-Defendants, ROSAMOND COMMUNITY SERVICES
18 DISTRICT; LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40; PALMDALE
19 WATER DISTRICT; CITY OF LANCASTER; CITY OF PALMDALE; LITTLEROCK
20 CREEK IRRIGATION DISTRICT; PALM RANCH IRRIGATION DISTRICT;
21 CALIFORNIA WATER SERVICE COMPANY; ANTELOPE VALLEY-EAST KERN WATER
22 AGENCY; COUNTY OF SANITATION DISTRICTS NOS. 14 and 20 OF LOS
23 ANGELES COUNTY, and MOES 1 through 10,000, inclusive, and each of
24 them (collectively "Cross-Defendants"), and as against each and
25 every party which subsequently files a Cross-Complaint against
26 Bolthouse Properties, LLC as follows:

GENERAL ALLEGATION

1. Cross-Complainant, BOLTHOUSE PROPERTIES, LLC, is and at all times herein mentioned was, a California corporation authorized to do business in the State of California.

2. Cross-Complainant owns in fee certain parcels of real property, and/or own water rights for certain properties, (hereinafter individually referred to as a "PARCEL") in the Antelope Valley area of Los Angeles County, California. Each PARCEL has previously been identified in previous Complaints filed by WM. BOLTHOUSE FARMS, INC. in the Riverside action which was later coordinated with the Los Angeles County and Kern County actions filed by Los Angeles County Waterworks District No. 40.

3. Each PARCEL overlies percolating groundwater, the extent of which is unknown to Cross-Complainant. Cross-Complainant hereby incorporates by reference, as if set forth at length verbatim, the Cross-Complaints of Los Angeles County Waterworks District No. 40, et al., Antelope Valley-East Kern Water Agency and County Sanitation Districts Nos. 14 and 20 of Los Angeles County, not for the truth thereof, but as and for a basis for bringing this Cross-Complaint.

4. Cross-Complainant is ignorant of the true names and capacities, whether individual, corporate, governmental, or otherwise, of the Cross-Defendants named in this Cross-Complaint as Moes 1 through 10,000, inclusive, and therefore sues these Cross-Defendants by these fictitious names. Cross-Complainant will amend this Cross-Complaint to allege the fictitiously-named Cross-

1 Defendants' names and capacities when ascertained.

2 5. By virtue of the location of each PARCEL overlying
3 groundwater, Cross-Complainant holds an overlying water right or
4 other right to groundwater, entitling Cross-Complainant to extract
5 groundwater and to put the water to reasonable and beneficial use
6 on the property ("Cross-Complainant's overlying water rights").

7 6. Cross-Complainant is informed and believes, and on the
8 basis of such information and belief alleges, that each of the
9 Cross-Defendants currently extracts groundwater for use on
10 property not held by the extracting Cross-Defendant or for some
11 other non-overlying use.

12 7. Cross-Complainant has an appurtenant right and/or other
13 water right to pump and reasonably use groundwater on the parcels
14 at issue in this lawsuit. These rights to pump groundwater are
15 superior to rights of the Cross-Defendants and/or other Cross-
16 Defendants depending upon the priority rights of such Cross-
17 Defendants based upon the California priority water allocation
18 system.

19 8. Cross-Complainant is informed and believes, and on the
20 basis of such information and belief alleges, that each Cross-
21 Defendant claims that it has water rights to extract groundwater
22 for uses that are superior to, or coequal with, Cross-
23 Complainant's overlying water rights, based upon alleged superior
24 water right, claim of prescription or otherwise, whether in law or
25 in equity.

26 9. The quantity of alleged superior and/or coequal rights

1 claimed by Cross-Defendants, each of them, currently is not known.

2 **FIRST CAUSE OF ACTION**

3 **(Quiet Title/Appurtenant Rights)**

4 10. Cross-Complainant sets forth herein at length verbatim
5 the general allegations contained in paragraphs 1 through 9 of
6 this Cross-Complaint.

7 11. Cross-Complainant owns PARCELS overlying the Antelope
8 Valley alluvial groundwater basin. Accordingly, Cross-Complainant
9 has appurtenant rights to pump and reasonably use groundwater on
10 such PARCELS.

11 12. Cross-Complainant herein requests a declaration from
12 the Court quieting title to Cross-Complainant's appurtenant rights
13 to pump and reasonably use groundwater on their PARCELS.

14 **SECOND CAUSE OF ACTION**

15 **(Declaratory Relief)**

16 13. Cross-Complainant sets forth herein at length verbatim
17 the general allegations contained in paragraphs 1 through 9 of
18 this Cross-Complaint.

19 14. Cross-complainant contends that by virtue of the filing
20 of the Complaints filed by Los Angeles County Waterworks District
21 No. 40 in Kern County and Los Angeles County, herein coordinated
22 with the Riverside action, that a current controversy exists as
23 between Cross-Complainant and Cross-Defendants and as to all other
24 Defendants in that Los Angeles County has requested a complete
25 basin-wide adjudication of all rights of all parties to water in
26 the Antelope Valley basin. Cross-Complainant requests quiet title

1 and/or other appropriate declaration of the right to pump and
2 reasonably use groundwater on its PARCELS and/or to pump and use
3 other groundwater based upon its rights as declared by the Court
4 herein.

5 **THIRD CAUSE OF ACTION**

6 **(Unlawful Taking/42 USC § 1983)**

7 15. Cross-Complainant sets forth herein at length verbatim
8 the general allegations contained in paragraphs 1 through 9 of
9 this Cross-Complaint.

10 16. State and federal constitutions and 42 USC § 1983
11 prevent the unlawful taking of property without due process and
12 just compensation. Cross-Defendants concealed their efforts to
13 obtain prescriptive rights against Cross-Complainant and have
14 failed to take property by appropriate legal means and without
15 notice, due process and/or the right to be heard, and have taken
16 such property in the absence of just compensation.

17 **FOURTH CAUSE OF ACTION**

18 **(Equal Protection/Due Process 42 USC § 1983)**

19 17. Cross-Complainant sets forth herein at length verbatim
20 the general allegations contained in paragraphs 1 through 9 of
21 this Cross-Complaint.

22 18. The State and federal constitutions require equal
23 protection under the law. Cross-Defendants seek to exclude what
24 they define as "de minimus" overlying water producers and other
25 appropriators from the lawsuit. They intend not to name and/or
26 serve these individuals, thereby intentionally treating them

1 differently than similarly situated persons with no rational basis
2 for different treatment denying them equal protection under the
3 law and in violation of 42 USC § 1983.

4 19. Cross-Defendants also potentially make claims that
5 separate management areas should exist. Separate management areas
6 as between correlative overlying rights holders and treating these
7 areas differently, denies equal protection to overlying landowners
8 in violation of State and Federal Constitutions and violates 42
9 USC § 1983.

10 **FIFTH CAUSE OF ACTION**

11 **(Declaratory Relief of *Inter Se* Appropriative Rights)**

12 20. Cross-Complainant sets forth herein at length verbatim
13 the general allegations contained in paragraphs 1 through 9 of
14 this Cross-Complaint.

15 21. Cross-Complainants have failed to name all
16 appropriators as defendants. In the event that Cross-Defendants
17 prove the Antelope Valley Groundwater basin is, or has been, in a
18 state of common law overdraft, cutbacks may be required to balance
19 the demand with the supply available. The California priority
20 water allocation system requires that appropriative users cutback
21 water usage before overlying landowners are required to cutback
22 usage. Cutbacks among the appropriators are based upon priority
23 as between appropriators. Appropriators with first in time
24 appropriative rights have priority over later in time
25 appropriators. Accordingly, in order to apply the California
26 priority water allocation system, all appropriators must be

1 included in the action so that the priority of appropriative
2 rights can be litigated which will allow the Court by injunction
3 or physical solution to cutback appropriators based upon such
4 priorities in the event that Cross-Defendants prove the Antelope
5 Valley Groundwater basin is in common law overdraft and that an
6 injunction and/or physical solution is necessary to balance the
7 water demand with water supply.

8 **SIXTH CAUSE OF ACTION**

9 **(Return Flows - Against All Defendants)**

10 22. Cross-Complainant sets forth herein at length verbatim
11 the general allegations contained in paragraphs 1 through 9 of
12 this Cross-Complaint.

13 23. Cross-complainant has pumped and used groundwater on
14 its PARCELS to irrigate crops. This water was pumped from a lower
15 aquifer not significantly hydraulically connected to the upper
16 aquifer and which water would not otherwise be supplied to the
17 upper aquifer. A portion of this water has reached the upper
18 aquifer by percolation. Cross-Complainant has a priority right to
19 these return flows as well as a right to store water in the upper
20 aquifer from the return flows and has a paramount right against
21 all other parties to this water and a paramount right against all
22 other parties to recapture this water or an equivalent amount of
23 such water.

24 **SEVENTH CAUSE OF ACTION**

25 **(Self Help - Against Purveyor Parties)**

26 24. Cross-Complainant sets forth herein at length verbatim

1 the general allegations contained in paragraphs 1 through 9 of
2 this Cross-Complaint.

3 25. Cross-complainant contends that Cross-Defendants must
4 prove any claim for prescription or adverse possession and prove
5 that they prevented Cross-Complainant from pumping amounts which
6 Cross-Complaint desired to pump during any alleged period of
7 adverse possession or prescription. However, to the extent the
8 Court rules that self help constitutes an affirmative request for
9 relief by Cross-Complainant, Cross-Complainant claims water rights
10 based upon self help.

11 **EIGHTH CAUSE OF ACTION**

12 **(Storage Rights)**

13 26. Cross-Complainant sets forth herein at length verbatim
14 the general allegations contained in paragraphs 1 through 9 of
15 this Cross-Complaint.

16 27. Cross-Complainant possesses overlying rights to produce
17 water on its PARCELS in the Antelope Valley. Cross-Complainant
18 possesses an appurtenant right to storage space in the fractured
19 bedrock and alluvial water basin and the right to water stored
20 therein based upon the California water allocation priority
21 system.

22 **NINTH CAUSE OF ACTION**

23 **(Storage Space - Against All Defendants)**

24 28. Cross-Complainant sets forth herein at length verbatim
25 the general allegations contained in paragraphs 1 through 9 of
26 this Cross-Complaint.

1 29. Cross-Complainant possesses a right to produce
2 groundwater in the Antelope Valley and storage rights related
3 thereto. Accordingly, assuming there is storage space available
4 for all overlying needs, Cross-Complainant possesses a right to
5 compensation from parties storing water in the basin.

6 **TENTH CAUSE OF ACTION**

7 **(Injunction/Physical Solution)**

8 30. Cross-Complainant sets forth herein at length verbatim
9 the general allegations contained in paragraphs 1 through 9 of
10 this Cross-Complaint.

11 31. Cross-Complainant contends that Cross-Defendants, which
12 are seeking an injunction/physical solution, must prove common law
13 overdraft, the nature and extent of all pumping occurring in the
14 Antelope Valley, appropriative *inter se* priority rights, the
15 rights of all groundwater producers in the Antelope Valley and a
16 legal basis for an injunction against parties holding inferior
17 rights based upon the California groundwater allocation priority
18 system. Cross-Complainant further contends that if water cutbacks
19 are necessary, appropriative users must be cutback first to
20 prevent continuing common law overdraft. To the extent Cross-
21 Defendants prove that common law overdraft exists, Cross-
22 Complainant requests the Court enjoin parties holding inferior
23 appropriative rights from pumping and/or that the Court impose a
24 physical solution on appropriators to prevent continuing common
25 law overdraft.

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1 8. For such other and further relief as the court deems
2 just and proper.

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4 DATED: January 2nd, 2007

5 CLIFFORD & BROWN

6
7 By: 

8 RICHARD G. ZIMMER, ESQ.

9 T. MARK SMITH, ESQ.

10 Attorneys for

11 BOLTHOUSE PROPERTIES, LLC
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I am a resident of the County aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is 1430 Truxtun Avenue, Suite 900, Bakersfield, California, 93301.

(xx) BY SANTA CLARA SUPERIOR COURT E-FILED IN COMPLEX LITIGATION
PURSUANT TO CLARIFICATION ORDER DATED OCTOBER 27, 2005.

() VIA FACSIMILE - [C.C.P. § 1013(e)]; - The telephone number of the sending facsimile machine was (661) 322-3508. The telephone(s) number of the receiving facsimile machine(s) is listed below. The Court, Rule 2004 and no error was reported by the machine. Pursuant to California Rules of Court, Rule 2006(d), the machine was caused to print a transmission record of the transmission, a copy of which is attached hereto.

() VIA OVERNIGHT DELIVERY on the date below stated, pursuant to CCP §1013(c)(d), I deposited such envelope with delivery fees fully prepaid with **CALIFORNIA OVERNIGHT**.

() BY MAIL I am readily familiar with the business' practice for collection and processing of correspondence and documents for mailing with the United States Postal Service. Under that practice, the correspondence and documents would be deposited with the United States Postal Service that same day, with postage thereon fully prepaid, in the ordinary course of business at Bakersfield, California.

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

Executed on January 2, 2007, at Bakersfield, California.

Rose Mary Myers
ROSEMARY MYERS