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8 SUPERIOR COURT, STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10

11 **ANTELOPE VALLEY GROUNDWATER**
12 **CASES**

13 Included Actions:

14 Los Angeles County Waterworks District
15 No. 40 v. Diamond Farming Co.
Los Angeles County Superior Court
16 Case No. BC 325201
17

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

21 Wm. Bolthouse Farms, Inc. v. City of
Lancaster, Diamond Farming Co. v. City
22 of Lancaster, Diamond Farming Co. v.
Palmdale Water Dist.
23 Riverside County Superior court
24 Consolidated actions
25 Case Nos. RIC 353 840m RIC 344 436,
RIC 344 668
26
27
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Judicial Council Coordination No. 4408

For filing purposes only:
Santa Clara County Case No.
1-05-CV-049053

**ANSWER TO COMPLAINT AND ALL
CROSS-COMPLAINTS**

COMES NOW Defendant/Cross Defendant The Three Arklin Limited Liability Company, a California Limited Liability Company which answers the Complaint and all Cross-Complaints which have been filed as of this date, and, more specifically, those of Antelope Valley East-Kern Water Agency, Palmdale Water District & Quartz Hill Water District, Rosamond Community Services District and Waterworks District No. 40 of Los Angeles County. Defendant/Cross Defendant, The Three Arklin Limited Liability Company, does not intend to participate at trial or other proceedings unless ordered by the Court to do so, but reserves the right to do so upon giving written notice to that effect to the Court and all parties.

Defendant/Cross Defendant, The Three Arklin Limited Liability Company, owns the following properties located in the Antelope Valley:

Assessor's Parcel Number 3004-003-007

Assessor's Parcel Number 3004-003-008

Assessor's Parcel Number 3004-012-011

Assessor's Parcel Number 3004-012-015

Assessor's Parcel Number 3004-012-016

Assessor's Parcel Number 3004-012-017

Assessor's Parcel Number 3004-012-018

Assessor's Parcel Number 3004-012-019

Assessor's Parcel Number 3004-012-020

Assessor's Parcel Number 3004-013-001

Assessor's Parcel Number 3004-013-012

Assessor's Parcel Number 3004-015-011

Assessor's Parcel Number 3004-015-020

Assessor's Parcel Number 3004-015-045

Assessor's Parcel Number 3240-016-006

Assessor's Parcel Number 3240-016-007

1 Assessor's Parcel Number 3243-019-001

2 Assessor's Parcel Number 8950-999-060

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4 **GENERAL DENIAL**

5 1. Pursuant to Code of Civil Procedure section 431.30(d), Defendant and
6 Cross-Defendant hereby generally denies each and every allegation set forth in the
7 Complaint and Cross-Complaint, and the whole thereof, and further denies that
8 Plaintiff and Cross-Complainant are entitled to any relief against Defendant and
9 Cross-Defendant.

10 **AFFIRMATIVE DEFENSES**

11 **First Affirmative Defense**

12 (Failure to State a Cause of Action)

13 2. The Complaint and Cross-Complaint and every purported cause of
14 action contained therein fail to allege facts sufficient to constitute a cause of action
15 against Defendant and Cross-Defendant.

16 **SECOND AFFIRMATIVE DEFENSE**

17 (Statute of Limitation)

18 3. Each and every cause of action contained in the Complaint and Cross-
19 Complaint is barred, in whole or in part by the applicable statutes of limitation,
20 including, but not limited to, sections 318, 319, 321, 338 and 343 of the California
21 Code of Civil Procedure.

22 **Third Affirmative Defense**

23 (Laches)

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

1 **Fourth Affirmative Defense**

2 (Estoppel)

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

5 **Fifth Affirmative Defense**

6 (Waiver)

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

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10 **Sixth Affirmative Defense**

11 (Self-Help)

12 7. Defendant and Cross-Defendant has, by virtue of the doctrine of self-
13 help, preserved its paramount overlying right to extract groundwater by continuing,
14 during all times relevant hereto, to extract groundwater and put it to reasonable and
15 beneficial use on its property.

16 **Seventh Affirmative Defense**

17 (California Constitution Article X, Section 2)

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

21 **Eighth Affirmative Defense**

22 (Additional Defenses)

23 9. The Complaint and Cross-Complaint do not state their allegations with
24 sufficient clarity to enable Defendant and Cross-Defendant to determine what
25 additional defenses may exist to Plaintiff and Cross-Complainant's causes of action.
26 Defendant and Cross-Defendant therefore reserve the right to assert all other
27 defenses which may pertain to the Complaint and Cross-Complaint

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1 **Fifteenth Affirmative Defense**

2 16. The governmental entity Cross- Complainants were permissively
3 pumping at all times.

4 **Sixteenth Affirmative Defense**

5 17. The request for the court to use its injunctive powers to impose a
6 physical solution seeks a remedy that is in violation of the doctrine of separation of
7 powers set forth in Article 3 section 3 of the California Constitution.

8 **Seventeenth Affirmative Defense**

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

11 **Eighteenth Affirmative Defense**

12 19. Each Cross-Complainant is barred from recovery under each and every
13 cause of action contained in the Cross-Complaint by the doctrine of unclean hands
14 and/or unjust enrichment.

15 **Nineteenth Affirmative Defense**

16 20. The cross-Complaint is defective because it fails to name indispensable
17 parties in violation of California Code of Civil Procedure Section 389(a).

18 **Twentieth Affirmative Defense**

19 21. The governmental entity Cross-Complaints are barred from taking,
20 possessing or using Cross-Defendants' property without first paying just
21 compensation.

22 **Twenty-First Affirmative Defense**

23 22. The governmental entity Cross-Complaints are seeking to transfer water
24 right priorities and water usage which will have significant effects on the Antelope
25 Valley Groundwater basin and the Antelope Valley. Said actions are being done
26 without complying with and contrary to the provisions of California's Environmental
27 Quality Act (CEQA) (Pub.Res.C.2100 *et seq.*)

1 **Twenty-Second Affirmative Defense**

2 23. The governmental entity Cross-Complainants seek judicial ratification
3 of a project that has had and will have a significant effect on the Antelope Valley
4 Groundwater Basin and the Antelope Valley that was implemented without
5 providing notice in contravention of provisions of California's Environmental Quality
6 Act (CEQA) (Pub.Res.C.2100 *et seq.*)

7 **Twenty-Third Affirmative Defense**

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

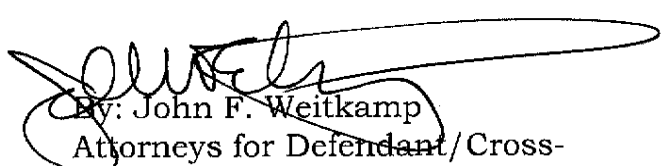
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14 **WHEREFORE**, Defendant and Cross0Defendant prays that judgment be
15 entered as follows:

- 16 1. That Plaintiff and Cross-Complainant take nothing by reason of its
17 Complaint or Cross-Complaint;
18 2. That the Complaint and Cross-Complaints be dismissed with prejudice;
19 3. For Defendant and cross-Defendant's costs incurred herein; and
20 4. For such other and further relief as the Court deems just and proper.

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22 Dated: October 28, 2008

Respectfully submitted

Weitkamp & Weitkamp

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26 By: John F. Weitkamp
27 Attorneys for Defendant/Cross-
28 Defendants, The Three Arklin,
Limited Liability Company