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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 IN AND FOR THE COUNTY OF LOS ANGELES

11 Coordination Proceeding Special Title  
12 (Rule 1550 (b))

) Judicial Council Coordination No. 4408  
) Case No.: 1-05-CV-049053

13 ANTELOPE VALEY GROUNDWATER  
14 CASES

) **CROSS-COMPLAINT OF LANDINV, INC.**

15 Included actions:

16 Los Angeles County Waterworks District No.  
17 40 vs. Diamond Farming Company  
18 Los Angeles Superior Court Case No.  
19 BC325201

20 Los Angeles County Waterworks District No.  
21 40 vs. Diamond Farming Company  
22 Kern County Superior Court Case No. S-1500-  
23 CV-254348 NFT

24 Diamond Farming Company vs. City of  
25 Lancaster  
26 Riverside County Superior Court Lead Case  
27 No. RIC 344436 [Consolidated w/ Case Nos.  
28 344668 & 353840]

1           1.       This Court has jurisdiction over this action pursuant to Code of Civil Procedure  
2 Sections 526 and 1060. Venue is proper before this Court pursuant to the coordination order  
3 issued by the Judicial Council.

4           2.       Cross-Complainant is a California corporation. Cross-Complainant is the owner  
5 of real property within the geographic boundaries of the Antelope Valley Groundwater Basin  
6 (the "Basin").

7           3.       Cross-Complainant is informed and believes and thereon alleges that the Los  
8 Angeles County Waterworks District No. 40 is a public agency which extracts water from and  
9 provides water to customers located within the geographic boundaries of the Basin.

10          4.       Cross-Complainant is informed and believes and thereon alleges that Palmdale  
11 Water District is a public agency which extracts water from and provides water to customers  
12 located within the geographic boundaries of the Basin.

13          5.       Cross-Complainant is informed and believes and thereon alleges that the City of  
14 Palmdale is a municipal corporation located in the County of Los Angeles.

15          6.       Cross-Complainant is informed and believes and thereon alleges that the City of  
16 Lancaster is a municipal corporation located within the County of Los Angeles, and within the  
17 geographic boundaries of the Basin.

18          7.       Cross-Complainant is informed and believes and thereon alleges that Littlerock  
19 Creek Irrigation District is a public agency which provides water to customers located within the  
20 geographic boundaries of the Basin and which extracts water from the Basin.

21          8.       Cross-Complainant is informed and believes and thereon alleges that Palm Ranch  
22 Irrigation District is a public agency which provides water to customers located within the  
23 geographic boundaries of the Basin and which extracts water from the Basin.

24          9.       Cross-Complainant is informed and believes and thereon alleges the Quartz Hill  
25 Water District is a public agency which provides water to customers located within the  
26 geographic boundaries of the Basin and which extracts water from the Basin.

27       ///

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1           10. Cross-Complainant is informed and believes and thereon alleges the California  
2 Water Service Company is a California corporation which provides water to customers located  
3 within the geographic boundaries of the Basin and which extracts water from the Basin.

4           11. Cross-Complainant is informed and believes and thereon alleges the Rosamond  
5 Community Services District is a public agency which provides water to customers located  
6 within the geographic boundaries of the Basin and which extracts water from the Basin.

7  
8                                   **FIRST CAUSE OF ACTION**

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

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

12           13. An actual controversy has arisen between Cross-Complainant and each of the  
13 Cross-Defendants as to the nature, extent, and priority of each party's right to produce  
14 groundwater from the Basin. As an overlying landowner, Cross-Complainant alleges that its  
15 water rights are superior in priority to those of any Cross-Defendant.

16           14. On information and belief, Cross-Complainant believes that Cross-Defendants  
17 dispute these contentions.

18           15. Cross-Complainant seeks a declaration and judicial determination as to the  
19 validity of its contentions set forth herein, and the priority and character of each party's  
20 respective rights.

21  
22                                   **SECOND CAUSE OF ACTION**

23                           **(Damages Continuing Trespass Against all Cross-Defendants)**

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

26           17. On information and belief, each Cross-Defendant alleges that it produces or  
27 threatens to produce more water from the Basin than it has a right to produce. Cross-Defendants  
28 allege that this production forms the basis for claims of prescriptive rights. To the extent Cross-

1 Defendants fail to prove any element of their claim for prescriptive rights, and to the extent that  
2 the alleged production in excess of rights actually occurs, this alleged production of water  
3 constitutes a continuing trespass against Cross-Complainant.

4 18. Cross-Complainant requests the Court to award monetary damages to compensate  
5 for any injury that may have occurred to Cross-Complainant by Cross-Defendants' continuing  
6 trespass in an amount to be determined at trial.

7  
8 **THIRD CAUSE OF ACTION**

9 **(Damages Continuing Nuisance Against All Cross-Defendants)**

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

12 20. On information and belief, each Cross-Defendant alleges that it produces or  
13 threatens to produce more water from the Basin than it has a right to produce. Cross-Defendants  
14 allege that this production forms the basis for claims of prescriptive rights. To the extent Cross-  
15 Defendants fail to prove any element of their claim for prescriptive rights, this alleged  
16 production of water constitutes a continuing nuisance under Civil Code §3479 and §3480.

17 21. Cross-Complainant requests the Court to award monetary damages to compensate  
18 for any injury to Cross-Complainant by Cross-Defendants' continuing nuisance in an amount to  
19 be determined at trial.

20  
21 **FOURTH CAUSE OF ACTION**

22 **(Damages Dangerous Condition Govt. Code §§830 et seq. Against All Cross-Defendants)**

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

25 23. On information and belief, each Cross-Defendant alleges that it produces or  
26 threatens to produce more water from the Basin than it has a right to produce. Cross-Defendants  
27 allege that this production forms the basis for claims of prescriptive rights. To the extent Cross-  
28 Defendants fail to prove any element of their claim for prescriptive rights, this alleged

1 production of water constitutes a dangerous condition causing injury to Cross-Complainant's  
2 property interests.

3 24. Cross-Complainant requests the Court to award monetary damages to compensate  
4 for any injury to Cross-Complainant by Cross-Defendants' maintenance of a dangerous  
5 condition in an amount to be determined at trial.

6  
7 **FIFTH CAUSE OF ACTION**

8 **(Damages Inverse Condemnation Against All Cross-Defendants)**

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

11 26. On information and belief, each Cross-Defendant alleges that it produces or  
12 threatens to produce more water from the Basin than it has a right to produce. Cross-Defendants  
13 allege that this production forms the basis for claims of prescriptive rights. To the extent Cross-  
14 Defendants fail to prove any element of their claim for prescriptive rights, this alleged  
15 production of water constitutes an invasion of Cross-Complainant's property interests and is  
16 therefore a taking in violation of the Fifth Amendment to the United States Constitution and  
17 Article 1, Section 19 of the California Constitution.

18 27. Cross-Complainant requests the Court to award monetary damages to compensate  
19 for any injury to Cross-Complainant by Cross-Defendants' inverse condemnation in an amount  
20 to be determined at trial.

21  
22 **SIXTH CAUSE OF ACTION**

23 **(Damages 42 USC §1983/Taking Against All Cross-Defendants)**

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

26 29. On information and belief, each Cross-Defendant alleges that it produces or  
27 threatens to produce more water from the Basin than it has a right to produce. Cross-Defendants  
28 allege that this production forms the basis for claims of prescriptive rights. To the extent Cross-

1 Defendants fail to prove any element of their claim for prescriptive rights, this alleged  
2 production of water constitutes an invasion of Cross-Complainant's property interests and is  
3 therefore a taking in violation of the Fifth Amendment to the United States Constitution.

4 30. Every person who, under color of any custom or usage, subjects or causes to be  
5 subjected any citizen of the United States to the deprivation of any rights or privileges secured by  
6 the Constitution and laws, shall be liable to the party injured in an action at law. (42 US §1983.)

7 31. Cross-Complainant requests the Court to award monetary damages, including  
8 attorney's fees, to compensate for any injury to Cross-Complainant by Cross-Defendants' taking  
9 in an amount to be determined at trial.

#### 11 **SEVENTH CAUSE OF ACTION**

##### 12 **(Injunctive Relief Water Rights Against All Cross-Defendants)**

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

15 33. Each Cross-Defendant alleges that it produces or threatens to produce more water  
16 from the Basin than it has a right to produce. If allowed to continue, this production in excess of  
17 rights will interfere with the right of Cross-Complainant to produce groundwater and will cause  
18 injury to Cross-Complainant.

19 34. Cross-Complainant has no adequate remedy at law.

20 35. Unless the Court orders that Cross-Defendant cease production of water in excess  
21 of their rights, Cross-Complainant will suffer irreparable harm in that the supply of groundwater  
22 will become depleted and other undesirable effects will occur.

#### 24 **EIGHTH CAUSE OF ACTION**

##### 25 **(Injunctive Relief Waste Against All Defendants)**

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

37. On information and belief, each Cross-Defendant disposes or allows to be disposed wastewater which is a result of its water use to the detriment of the Basin. On information and belief, Cross-Defendants intend to increase the amount of wastewater that they dispose or allow to be disposed into the Basin. This disposal interferes with the right of Cross-Complainant to produce groundwater.

38. Cross-Complainant has no adequate remedy at law.

39. Unless the Court orders that Cross-Defendants cease disposing of wastewater into the groundwater Basin, Cross-Complainant will suffer irreparable injury because its use of the groundwater Basin for water supply and for water storage purposes will be impaired.

### Prayer for Relief

WHEREFORE, Cross-Complainant prays for judgment as follows:

1. Judicial declarations consistent with Cross-Complainant's contentions in the First Cause of Action in this Cross-Complaint.
2. Judicial award of damages, consistent with Cross-Complainant's contentions in the Second, Third, Fourth, Fifth and Sixth Causes of Action in this Cross-Complaint.
3. For preliminary and permanent injunctions consistent with the Seventh and Eighth Causes of Action in this Cross-Complaint.
4. For prejudgment interest as permitted by law.
5. For attorney, appraisal, and expert witness fees and costs incurred in this action.
6. For such other relief as the Court deems just and proper.

Dated: November 26, 2008

SMILAND &amp; CHESTER

By: Theodore A. Chester, Jr.,  
Attorneys for Landinv, Inc.

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**PROOF OF SERVICE**

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 601 West Fifth Street, Suite 700, Los Angeles, California 90071.

On November 26, 2008, I served the foregoing document described as:  
**CROSS-COMPLAINT OF LANDINV, INC.**

on the interested parties in this action.

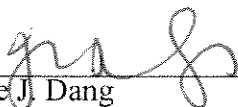
[ XX ] **BY U.S. MAIL:** On that date and at that place of business, the document was placed in an envelope addressed as follows:

*(SEE ATTACHED SERVICE LIST)*

The envelope was sealed and placed for collection and mailing following ordinary business practices. I am readily familiar with the business' practice for collection and processing of correspondence for mailing with the United States Postal Service. The correspondence would be deposited with the United States Postal Service that same day in the ordinary course of business with postage thereon fully prepaid. [CCP § 1013a(3)]

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed in Los Angeles, California, on November 26, 2008.

  
\_\_\_\_\_  
Jane J. Dang



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