

Jean Park

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

**ANTELOPE VALLEY
GROUNDWATER CASES**

Included Actions:

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

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

Wm. Bolthouse Farms, Inc. v. City of
Lancaster, Diamond Farming Co. v. City of
Lancaster, Diamond Farming Co. v.
Palmdale Water Dist.
Riverside County Superior Court
Consolidated actions
Case Nos. RIC 353 840, RIC 344 436, RIC
344 668

Judicial Council Coordination No. 4408

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

Assigned to The Honorable Jack Komar

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

I hereby answer the Complaint and all Cross-Complaints which have been filed as of this date, 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. I do not intend to participate at trial or other proceedings unless ordered by the Court to do so, but I reserve the right to do so upon giving written notice to that effect to the Court and all parties. I own the following property(ies) located in the Antelope Valley:

VAC/COE Ave R10/145th STE Sun Village
Tract NO 8896 LOT 400

[Insert address and/or APN Number]

GENERAL DENIAL

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

AFFIRMATIVE DEFENSES

First Affirmative Defense

(Failure to State a Cause of Action)

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

Second Affirmative Defense

(Statute of Limitation)

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

Third Affirmative Defense

(Laches)

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

Fourth Affirmative Defense

(Estoppel)

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

Fifth Affirmative Defense

(Waiver)

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

Sixth Affirmative Defense

(Self-Help)

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

Seventh Affirmative Defense

(California Constitution Article X, Section 2)

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

Eighth Affirmative Defense

(Additional Defenses)

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

1 Complaint.

2 **Ninth Affirmative Defense**

3 10. The prescriptive claims asserted by governmental entity Cross-Complainants are
4 *ultra vires* and exceed the statutory authority by which each entity may acquire property as set
5 forth in Water Code sections 22456, 31040 and 55370.

6 **Tenth Affirmative Defense**

7 11. The prescriptive claims asserted by governmental entity Cross-Complainants are
8 barred by the provisions of Article I Section 19 of the California Constitution.

9 **Eleventh Affirmative Defense**

10 12. The prescriptive claims asserted by governmental entity Cross-Complainants are
11 barred by the provisions of the 5th Amendment to the United States Constitution as applied to the
12 states under the 14th Amendment of the United States Constitution.

13 **Twelfth Affirmative Defense**

14 13. Cross-Complainants' prescriptive claims are barred due to their failure to take
15 affirmative steps that were reasonably calculated and intended to inform each overlying
16 landowner of cross-complainants' adverse and hostile claim as required by the due process clause
17 of the 5th and 14th Amendments of the United States Constitution.

18 **Thirteenth Affirmative Defense**

19 14. The prescriptive claims asserted by governmental entity Cross-Complainants are
20 barred by the provisions of Article I Section 7 of the California Constitution.

21 **Fourteenth Affirmative Defense**

22 15. The prescriptive claims asserted by governmental entity Cross-Complainants are
23 barred by the provisions of the 14th Amendment to the United States Constitution.

24 **Fifteenth Affirmative Defense**

25 16. The governmental entity Cross-Complainants were permissively pumping at all
26 times.

27 **Sixteenth Affirmative Defense**

28 17. The request for the court to use its injunctive powers to impose a physical solution

1 seeks a remedy that is in violation of the doctrine of separation of powers set forth in Article 3
2 section 3 of the California Constitution.

3 **Seventeenth Affirmative Defense**

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

6 **Eighteenth Affirmative Defense**

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

10 **Nineteenth Affirmative Defense**

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

13 **Twentieth Affirmative Defense**

14 21. The governmental entity Cross-Complainants are barred from taking, possessing
15 or using cross-defendants' property without first paying just compensation.

16 **Twenty-First Affirmative Defense**

17 22. The governmental entity Cross-Complainants are seeking to transfer water right
18 priorities and water usage which will have significant effects on the Antelope Valley
19 Groundwater basin and the Antelope Valley. Said actions are being done without complying with
20 and contrary to the provisions of California's Environmental Quality Act (CEQA) (Pub.Res.C.
21 2100 *et seq.*).

22 **Twenty-Second Affirmative Defense**

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

27 **Twenty-Third Affirmative Defense**

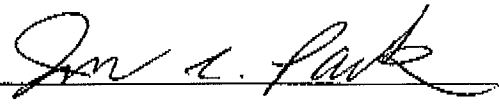
28 24. Any imposition by this court of a proposed physical solution that reallocates the

1 water right priorities and water usage within the Antelope Valley will be *ultra vires* as it will be
2 subverting the pre-project legislative requirements and protections of California's Environmental
3 Quality Act (CEQA) (Pub.Res.C. 2100 *et seq.*).
4

5 **WHEREFORE**, Defendant and Cross-defendant prays that judgment be entered as
6 follows:

- 7 1. That Plaintiff and Cross-Complainant take nothing by reason of its Complaint or
8 Cross-Complaint;
9 2. That the Complaint and Cross-Complaints be dismissed with prejudice;
10 3. For Defendant and Cross-Defendant's costs incurred herein; and
11 4. For such other and further relief as the Court deems just and proper.
12

13 Dated: June 19, 2009

Signature 

[Print name of party and/or attorney]

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17 [FILE IN LA SUPERIOR COURT AND POST ON COURT WEBSITE – FOR E-FILING
18 INSTRUCTIONS, PLEASE GO TO WWW.SCEFILING.ORG/FAQ OR CONTACT GLOTRANS
19 AT (510) 208-4775.]
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FILED

AUG 28 2006

KIRI TORRE
Chief Executive Officer/Clerk
Superior Court of California, County of Santa Clara
BY *Rowena Walker* DEPUTY
ROWENA WALKER

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

DEPARTMENT 17

In Re Complex Litigation Matters

ELECTRONIC FILING AND SERVICE
STANDING ORDER

I. GENERAL

This Standing Order applies to all actions now or hereafter designated by the Court for electronic filing and service, effective September 1, 2006:

A. APPLICABILITY OF OTHER STATUTES, RULES, AND ORDERS

Except to the extent supplemented by this Order, an approved stipulation, or other order of the Court, the California Code of Civil Procedure, the California Rules of Court, and the Santa Clara County Local Civil Rules govern electronic filing and service.

1 B. DESIGNATED ACTIONS

2 All actions provisionally designated as complex pursuant to CRC 1800(c), and all actions
3 classified by the Complex Litigation Judge as Complex Litigation are designated for electronic
4 filing and service unless exempted by order of the Complex Litigation Judge for good cause..

5 C. ELECTRONIC FILING SERVICE PROVIDER (VENDOR)

6 The Court has contracted with an electronic filing service provider (Vendor) to furnish and
7 maintain an electronic filing system for the Court. The Court's Electronic Filing Website
8 address is <http://www.sccfiling.org>. The Court's Vendor is:

9 Andy Jamieson
10 Glotrans
11 2915 McClure St., Oakland, CA 94609
12 Telephone: 510-208-4775
13 Email: ajam@glotrans.com

14 II. **REGISTRATION AND DESIGNATION OF ELECTRONIC NOTIFICATION
15 ADDRESS**

16 Each party who appears in an action designated for electronic filing and service must promptly
17 register with Vendor and provide an electronic notification address at which the party agrees to
18 accept service. Vendor will assign the party a confidential login and password to the Court's
19 electronic filing system.

20 III. **ELECTRONIC FILING OF PLEADINGS AND OTHER DOCUMENTS.**

21 Except as expressly provided herein, or as expressly authorized by the Court, all pleadings,
22 motions, memoranda of law, declarations, orders, or other documents filed in the above-entitled
23 case shall be filed through the Court's electronic filing system.

24 A. METHODS OF FILING

25 A document may be filed by:

 I. Using the confidential login and password provided by the Vendor to transmit the
 document in electronic form over the Internet; or

2. Mailing or faxing the document in paper form to Vendor, who shall then convert it to electronic form, file it with the Court, and serve it on designated parties. Parties choosing this method of filing will be charged an additional fee reflecting Vendor's then-current published rates for this additional service.

B. FORMAT

A document submitted for electronic filing shall be in PDF format. The document shall also comply with the rules that would apply if the document were filed in paper form.

C. MAINTENANCE OF ORIGINAL DOCUMENTS

An original of all documents filed electronically, including original signatures, shall be maintained by the party filing the document.

D. COMPLETION OF FILING

When a party transmits a document in electronic form over the Internet for filing through the Court's electronic filing system, a confirmation of receipt will be sent to the party's electronic notification address. The Court will promptly review the document and send a notice indicating whether the document has been accepted for filing or rejected.

E. DATE OF FILING

A document may be electronically transmitted to the Court's electronic filing system at any time on any day. If the document is accepted for filing, the date of filing will be the date on which the document was transmitted, provided that the transmission occurred prior to 5:00 pm pacific time on a court day. Otherwise, the date of filing will be the next court day.

F. SYSTEM OR USER FILING ERRORS

If a document is rejected because of (1) an error in the transmission of the document to the Vendor which was unknown to the transmitting party, or (2) a failure to process the electronic transmission, the Court may enter an order permitting the document to be filed nunc pro tunc.

1 **IV. ELECTRONIC SUMMONS**

2 On electronic filing of a complaint, a petition, or another document that must be served with a
3 summons, the party shall electronically transmit the summons together with the document.

4 **V. ELECTRONIC SERVICE OF PLEADINGS AND OTHER DOCUMENTS**

5 All parties shall make service upon other parties through the Court's electronic filing system.

6 Parties, or their designated counsel, shall receive all documents electronically filed and served
7 upon them via access to the Court's electronic filing system. However, a Motion for
8 Determination of Good Faith Settlement may alternatively be served pursuant to Code of Civil
9 Procedure section 877.6 (a)(2).

10 **A. EFFECT OF ELECTRONIC SERVICE**

11 The electronic service of a pleading or other document shall be considered as valid and effective
12 service on all participants and shall have the same legal effect as an original paper document.

13 **B. SERVICE OF ELECTRONICALLY FILED DOCUMENTS**

14 The Vendor will provide electronic service for all documents requiring service, including those
15 which are not filed with the Court.

16 **C. SYSTEM OR USER SERVICE ERRORS**

17 If electronic service on a party does not occur because of (1) an error in the transmission of the
18 document to a party which error was unknown to the serving party or Vendor, (2) a failure to
19 process the electronic filing for service when received by the Vendor, or (3) the party was
20 erroneously excluded from the service list, the party to be served, in the absence of extraordinary
21 circumstances, shall be entitled to an order extending the date for any response or the period
22 within which any right, duty or other act must be performed.

23 **VI. CONVENTIONAL FILING OF DOCUMENTS**

24 Parties otherwise subject to an electronic filing order may be excused from filing a particular
25 document electronically if it is not available in electronic format and it is not feasible for the filer

1 to convert it to electronic format by scanning it to PDF. Such a document may be manually filed
2 with the Clerk of Court and served upon the parties in accordance with the applicable provisions
3 of the Code of Civil Procedure and the California Rules of Court for filing and service of non-
4 electronic documents. Parties manually filing a document shall file electronically a Notice of
5 Manual Filing setting forth the reason(s) why the document cannot be filed electronically.

6 A. DOCUMENTS FILED UNDER SEAL

7 A motion to file documents under seal shall be filed and served electronically. However,
8 documents lodged with the Court conditionally under seal, as provided in CRC 243.2(d), shall be
9 submitted in paper form, pending hearing on a motion to seal.

10 B. EXHIBITS AND REAL OBJECTS

11 Exhibits to declarations that are real objects, i.e., construction materials, core samples, etc. or
12 other documents, i.e., plans, manuals, etc. which otherwise may not be comprehensively viewed
13 in an electronic format may be filed and served conventionally, in paper form.

14 C. LODGMENTS

15 Documents attached to a Notice of Lodgment may be lodged and served conventionally in paper
16 form. However, the actual document entitled "Notice of Lodgment" shall be filed electronically.

17 **VII. COLLECTION OF FEES**

18 A. COURT FEES

19 Statutory filing fees shall be paid to Vendor for electronic transfer to the Court.. Parties shall
20 pay filing fees to Vendor by credit card at the time of the electronic filing.

21 B. VENDOR FEES

22 Fees charged by Vendor to parties or attorneys for access to and electronic transmission of
23 documents are solely the property of Vendor and are in addition to any charges associated with
24 statutory filing fees of the Superior Court.

25 **VIII. SERVICE OF ELECTRONIC FILING ORDER ON NEW PARTIES**

1 Any litigant filing a complaint or adding a party to a case by filing of an amended complaint,
2 cross-complaint, complaint in intervention, interpleader or other initiating document shall serve
3 this Standing Order at the same time the pleading is served.

4 **IX. ELECTRONIC FILING AND SERVICE OF ORDERS AND OTHER PAPERS**

5 The Court may issue, file, and serve notices, orders, and other documents electronically, subject
6 to the provisions of this Standing Order. No paper service will be made by the Court.

7 **X. PUBLIC ACCESS AND PRIVACY**

8 **A. PERSONAL IDENTIFIERS**

9 Except as provided in CRC 2070 through 2077, an electronically filed document is a public
10 document at the time it is filed unless it is sealed under CRC 243.2(b) or made confidential by
11 law. [See CRC 2054(d)]. In order to promote electronic access to case files while also protecting
12 personal privacy and other legitimate interests, parties must refrain from including, or must
13 redact where inclusion is necessary, the following personal data identifiers from all pleadings
14 and other papers filed with the Court, including exhibits thereto, whether filed electronically or
15 in paper, unless otherwise ordered by the Court.

- 16 (a) **Social Security numbers.** If an individual's social security number must be
17 included in a pleading or other paper, only the last four digits of that number
18 should be used.
- 19 (b) **Names of minor children.** If the involvement of a minor child must be
20 mentioned, only the initials of that child should be used.
- 21 (c) **Dates of birth.** If an individual's date of birth must be included in a pleading
22 or other paper, only the year should be used.
- 23 (d) **Financial account numbers.** If financial account numbers are relevant, only
24 the last four digits of these numbers should be used.
25

1 B. REDACTION OF CONFIDENTIAL INFORMATION

2 Parties shall electronically include within pleadings, nor attach as exhibits, any other matter
3 that a party knows to be properly subject to a claim of privilege or confidentiality.

4 C. FILING OF SENSITIVE DOCUMENTS

5 A party wishing to file a document containing the personal data identifiers listed above, or
6 material known to be subject to a claim of privilege, may file an unredacted document under
7 seal as provided herein. The party must file a redacted copy for the public file.

8 D. RESPONSIBILITY FOR REDACTION

9 The responsibility for redacting personal identifiers and privileged or confidential information
10 rests solely with counsel and the parties. The Clerk will not review each pleading or other paper
11 for compliance. The Court may impose sanctions for violation of these requirements.

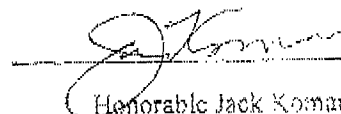
12 **XI. SIGNATURES**

13 The requirements for signatures on documents are set forth in CRC 2057.

14 **XII. HARD COPY DOCUMENTS**

15 The Court will maintain the hard copy file as the official Court record. Filers will be required to
16 provide two hard copies of documents electronically filed within three court days of receiving
17 notice of acceptance for filing.

18
19 Dated: **AUG 28 2006**

20 
21 Honorable Jack Komar
22 Judge of the Superior Court
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