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8 Attorneys for GRIMMWAY ENTERPRISES, INC.

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

11 Coordinated Proceeding,  
12 Special Title (Rule 1550(b)),

Judicial Council Coordination  
Proceeding No.: 4408  
LASC Case No. BC32501

13 ANTELOPE VALLEY GROUNDWATER  
14 CASES.

Santa Clara Superior Court  
Case No.: 1-05-CV-049053

15 **GRIMMWAY ENTERPRISES, INC.'S**  
16 **RESPONSES TO JOHNNY ZAMRZLA,**  
17 **PAMELLA ZAMRZLA, JOHNNY LEE**  
18 **ZAMRZLA AND JEANETTE**  
19 **ZAMRZLAS' DEMAND FOR**  
20 **PRODUCTION OF DOCUMENTS – SET**  
21 **ONE**

22 PROPOUNDING PARTY: Plaintiff, JOHNNY ZAMRZLA, PAMELLA ZAMRZLA,  
23 JOHNNY LEE ZAMRZLA AND JEANETTE ZAMRZLA  
24 RESPONDING PARTY: Defendant, GRIMMWAY ENTERPRISES, INC.  
25 SET NO.: ONE

26 **I. INTRODUCTION**

27 Plaintiffs JOHNNY ZAMRZLA, PAMELLA ZAMRZLA, JOHNNY LEE ZAMRZLA  
28 and JEANETTE ZAMRZLA (**Propounding Parties**) served Demand for Production of  
Documents, Set One (**Request**) by electronic mail on defendant GRIMMWAY ENTERPRISES,

1 INC. (**Responding Party**) on May 25, 2022. This is Responding Party’s responses and  
2 objections to the Request.

## 3 II. DEFINITIONS

4 The following words and phrases, in addition to the words and phrases defined in Part I,  
5 shall govern the construction of these answers and objections unless the context otherwise  
6 requires:

7 1. “Ground 1” means that the matter sought is neither admissible in evidence nor  
8 reasonably calculated to lead to the discovery of admissible evidence. (Code Civ. Proc., §  
9 2017.010.)

10 2. “Ground 2” means that the Request is not timely under Code of Civil Procedure  
11 section 2024.020.

12 3. “Ground 3” means that the Request contains a preface or instruction not approved  
13 under Chapter 17 of the Civil Discovery Act.

14 4. “Ground 4” means that the Request is not full and complete in and of itself.

15 5. “Ground 5” means that the Request contains subparts, or a compound,  
16 conjunctive or disjunctive request.

17 6. “Ground 6” means that the documents sought are equally available to  
18 Propounding Party.

19 7. “Ground 7” means that the excessive use of definitions and instructions makes the  
20 Request vague, ambiguous, and unintelligible, overly burdensome and oppressive, and fail to  
21 describe the requested documents with reasonable particularity. (*Calcor Space Facility v.*  
22 *Superior Court* (1997) 53 Cal.App.4th 216.)

23 8. “Ground 8” means that the documents sought come within the lawyer-client  
24 privilege. (Code Civ. Proc., § 2031.240, subd. (b).)

25 9. “Ground 9” means that the documents sought are protected work-product under  
26 Code of Civil Procedure section 2018.030. (Code Civ. Proc., § 2031.240, subd. (b).)



1 **RESPONSE TO DEMAND FOR PRODUCTION NO. 2:**

2           Objection on Grounds 1, 6, 8, 9, 10, 11 and 12. The request is vague and overbroad and  
3 requested documents are not relevant to this phase of the proceeding. The Propounding Party is  
4 invited to narrow the request.

5 **RESPONSE TO DEMAND FOR PRODUCTION NO. 3:**

6           Objection on Grounds 1, 6, 8, 9, 10, 11 and 12. The request is overbroad, requested  
7 documents are not relevant to this phase of the proceeding. Without waiving such objections,  
8 the Responding Party will produce lease agreements with Johnny Zamrzla.

9 **RESPONSE TO DEMAND FOR PRODUCTION NO. 4:**

10           Objection on Grounds 1, 6, 8, 9, 10, 11 and 12. The request is vague and overbroad and  
11 the requested documents are not relevant to this phase of the proceeding. The Propounding  
12 Party is invited to narrow the request.

13 **RESPONSE TO DEMAND FOR PRODUCTION NO. 5:**

14           Objection on Grounds 1, 6, 8, 9, 10, 11 and 12. The requested documents are not  
15 relevant to this phase of the proceeding.

16 **RESPONSE TO DEMAND FOR PRODUCTION NO. 6:**

17           Objection on Grounds 1, 6, 8, 9, 10, 11 and 12. The requested documents are not  
18 relevant to this phase of the proceeding.

19 **RESPONSE TO DEMAND FOR PRODUCTION NO. 7:**

20           Objection on Grounds 1, 6, 8, 9, 10, 11 and 12. The requested documents are not  
21 relevant to this phase of the proceeding. Without waiving such objections, the Responding Party  
22 will produce lease agreements with Johnny Zamrzla.

23 **RESPONSE TO DEMAND FOR PRODUCTION NO. 8:**

24           Objection on Grounds 1, 6 and 10. Without waiving such objections, the Responding  
25 Party will produce the lease agreements.

26 **RESPONSE TO DEMAND FOR PRODUCTION NO. 9:**

27           Objection on Ground 6. The documents are equally available to Propounding Party.  
28

1 **RESPONSE TO DEMAND FOR PRODUCTION NO. 10:**

2           Objection on Ground 6. The documents are equally available to Propounding Party.

3  
4 Dated: June 16, 2022

LeBEAU THELEN, LLP

5  
6 By: \_\_\_\_\_

  
Robert G. Kuhs, Esq.

GRIMMWAY ENTERPRISES, INC.

661 2734336

**LANCASTER AREA FARM LEASE**

**ZAMRZLA**

This Lancaster Area Farm Lease (hereinafter "Lease"), by JOHNNY ZAMRZLA ("Landlord"), whose address is 7316 West Avenue D-8, Lancaster, CA 93535 and GRIMMWAY ENTERPRISES, INC., a California corporation ("Tenant"), whose address is Post Office Box 81498, Bakersfield, CA 93380-1498, Telephone (661) 845-5275, Facsimile (661) 845-5262.

**WITNESS**

1. **PREMISES.** Landlord does hereby lease to Tenant approximately 77.00 acres of farmland (the "Premises") located in Kern County, California as shown on Exhibit "A." Landlord warrants and represents that he is the owner of the Premises.

2. **RENT.** Rent payable by Tenant to Landlord for the term hereof shall be \$200.00 per acre for those acres reflected on Exhibit "A" for a total rental amount due of \$15,400.00. Such amount shall be due on or before January 1, 2006.

3. **TERM.** The term of this Lease shall be for the period beginning upon execution and ending on the later of November, 30, 2006 or completion of harvest.

4. **WATER.** Tenant shall have the exclusive right to utilize the irrigation well and pump serving the Premises. To the extent any water rights accrue as a result of Tenant's use of irrigation water during the term hereof, Tenant shall not obtain any such rights beyond the Term of this Lease. Tenant shall have the right to export water for use on adjoining farmland.

5. **UTILITIES.** During the term of this Lease, utilities to the irrigation well and pump shall remain in Landlord's name. Tenant shall pay for the electricity used by it directly to SCE.

6. **MAINTENANCE AND REPAIR.** Landlord shall at his own cost and expense keep and maintain the aboveground and belowground portions of wells and pumps in good condition and repair. Tenant shall have the obligation to check and maintain the fluid levels of the pumping equipment between regular equipment service intervals and to service electrical panels and motors at the beginning of the irrigation season.

7. **FARMING OPERATIONS.** Tenant shall utilize the Premises only for the growing of crops and incidental uses thereto and is authorized to take all action deemed necessary to conduct its farming operation. All operations incident to Tenant's use of the Premises shall be carried on in accordance with reasonable husbandry practices utilized in the region. Tenant shall take the appropriate action to prohibit irrigation water from escaping on to adjoining lands or public highways. Reasonable efforts will be made by Tenant to prevent the use by the general public and unauthorized individuals of private roads located on the Premises. Tenant will make reasonable efforts to prevent the spread of noxious weeds, rodents and other vertebrate pests on the Premises. Further, Tenant will make reasonable effort to minimize the accumulation of any rubbish or waste on the Premises and shall maintain all fences for the term of the Lease on the Premises in the same condition as when received.

8. **ACCEPTANCE OF PREMISES.** By entering into this Lease, Tenant accepts the Premises in its present condition as Tenant has made such inspections of the Premises as Tenant deems

**DUPLICATE ORIGINAL**

necessary to evaluate the Premises and its suitability for Tenant's farming operation, including an assessment of the soil condition due to the use of pesticides.

9. **RELATIONSHIP OF PARTIES.** This Lease shall not be construed as creating a relationship of principal and agent or of a joint venture, partnership or other business association between Landlord and Tenant, it being understood and agreed that no provisions contained in this Lease, nor any acts of the parties hereto, shall be deemed to create any relationship other than that as specified herein.

10. **EXPENSES.** Tenant shall pay for all the obligations and costs incurred in the farming of the Premises, including, without limitation, labor, seed, pesticides, machinery, except as otherwise provided for herein.

11. **INSURANCE.**

A. Tenant agrees to maintain in effect during the term of this Lease, primary forms of insurance coverage, in the amount of at least \$1,000,000 to protect against claims, demands or liabilities in the performance or nonperformance of this Lease to the extent that insurance of such risks is reasonably available. Tenant shall provide written notice to Landlord as to the existence or nonexistence of such insurance, policy number and company name. Tenant agrees to name Landlord as "additional insured" and upon request to submit a certificate of insurance evidencing such coverage and that such insurance may not be canceled without thirty (30) days prior notice to Landlord.

B. Tenant agrees to maintain during the term of this Lease, at its own expense, Workers' Compensation Insurance (or a Certificate of Consent to Self-Insure) for individuals carried on its payroll.

12. **WASTE.** Tenant shall not unreasonably commit or permit others under Tenant's control to commit on the Premises waste or a nuisance or any other act that could disturb the quiet enjoyment of Landlord or any other occupant of adjacent Premises.

13. **INSPECTION.** Tenant shall permit Landlord and its agents, at all reasonable times, to enter the Premises and to use the roads established on the Premises for the purpose of inspection for compliance with lease terms and to exercise its rights for posting notices and other lawful purposes.

14. **IMPROVEMENTS AND STRUCTURES.** Structures, installations and facilities placed on the Premises by the Tenant shall be and remain the Premises of Tenant during the lease term. Upon lease termination, Tenant shall have the right to remove portable structures, installations, irrigation facilities, equipment and/or personal Premises of Tenant, except where such facilities and improvements were installed as part of the maintenance of the leasehold. In any event, Tenant shall be entitled to remove all portable sprinkler irrigation facilities, tail water pumps and incidental irrigation facilities provided by Tenant.

15. **HAZARDOUS MATERIAL.** "Hazardous Material" as used herein shall mean any hazardous or toxic substance or material which is or becomes regulated by any local, state or federal authority. Tenant shall utilize all chemicals, pesticides, fertilizers or other materials consumed in the

farming operation in compliance with all then existing applicable federal, state and local laws and regulations.

If the presence of Hazardous Material on the Premises is caused by Tenant during the term of this Lease and results in contamination in violation of the laws and regulations in existence at the time the Hazardous Material was utilized, then Tenant shall pay all clean-up costs which result therefrom. However, no action shall be brought against Tenant under this paragraph more than one (1) year after any alleged breach of the obligations stated herein.

16. GENERAL INDEMNIFICATION. Tenant shall indemnify, defend and hold Landlord, its employees, agents, successors, assigns and anyone acting on its behalf, harmless from all claims, judgments, damages, liabilities, penalties, losses, attorneys' fees and costs which result from or arise during or after the term of this Lease from any negligence of Tenant in the performance of its activities and farming operations on the Premises.

Landlord shall indemnify, defend and hold Tenant, its employees, agents, successors, assigns and anyone acting on its behalf, from and against all claims, damages, liabilities, attorneys' fees and costs which arise during or after the term of this Lease from negligence of Landlord in its activities concerning the Premises.

17. TAXES. Tenant shall comply with all lawful demands of the County Assessor in reporting Premises owned by Tenant and located on the Premises and shall pay all taxes, assessments and charges attributable to Tenant's crops, structures, improvements, machinery and other Premises placed on the Premises by and owned by Tenant.

Landlord shall pay all other real property taxes and assessments levied upon the Premises including irrigation facilities and equipment placed on the Premises by Landlord for Tenant.

18. AGRICULTURAL PROGRAMS. Landlord shall have responsibility to maintain compliance with any governmental programs in which the Premises are involved such as the FSA program.

19. ATTORNEYS' FEES, ARBITRATION AND VENUE. Any controversy between the parties regarding the performance or interpretation of this Lease, or any claim arising therefrom or as a result of a breach thereof, shall be submitted to binding arbitration on the written request of one party after service of the request on the other party. Arbitration shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

If any party to this Lease shall bring any action or initiate arbitration for relief against the other, declaratory or otherwise, arising out of this Lease, the losing party shall pay to the prevailing party, a reasonable sum for attorneys' fees incurred in arbitration, bringing a suit and/or enforcing any judgment granted therein. Any judgment or order in such action or arbitration award shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. Any arbitration or action shall be brought in Kern County, California as the proper place of venue since the last act to make this a binding Lease occurred in Kern County.



20. TIME IS OF THE ESSENCE. Time is hereby expressly declared to be of the essence in this Lease and all terms and conditions herein.

21. AMBIGUITY. Each party acknowledges and agrees that this Lease has been negotiated and prepared jointly by each party and that in the event of ambiguity, it shall not be construed against either party, but rather each term herein shall be given a reasonable interpretation.


22. MODIFICATIONS. These provisions constitute the entire Lease between the parties as to the subject matter of this Lease and may not be altered or modified except in writing and execution by each party hereto.

This Lease is executed at Kern County, California on 9/29, 2005.

LANDLORD

TENANT

GRIMMWAY ENTERPRISES, INC.,  
a California corporation

  
\_\_\_\_\_  
JOHNNY ~~ZAMZRA~~ ZAMRZLA  
Tax ID No.: 550-48-9372

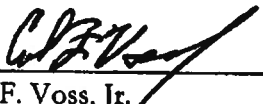
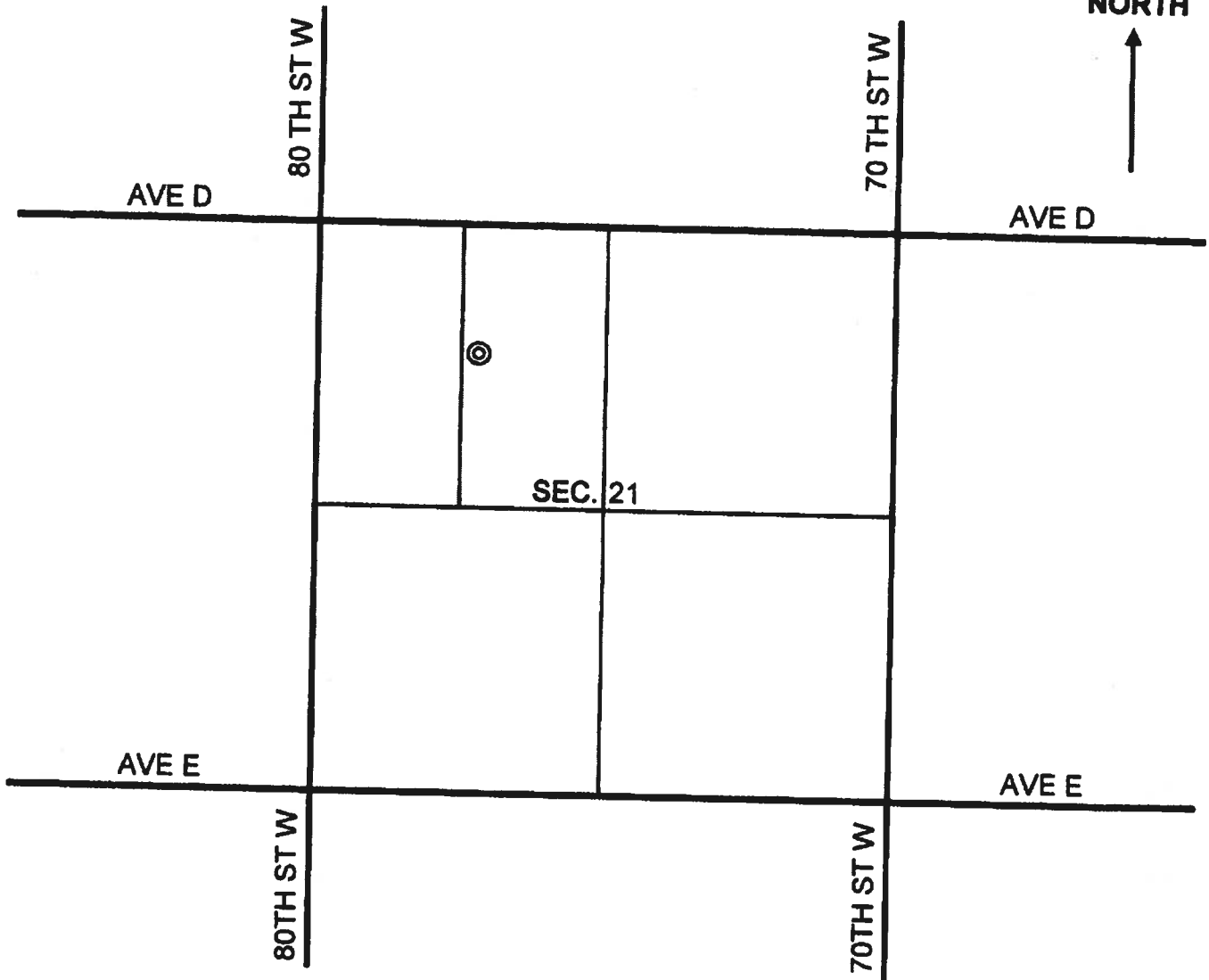
By:   
\_\_\_\_\_  
Carl F. Voss, Jr.  
Land Manager-Lancaster

EXHIBIT "A"

LOS ANGELES COUNTY

T8N R13W  
SBBM

NORTH



77.00 ACRES  
⊙ WELL

## WELL USE AGREEMENT

This Well Use Agreement (hereinafter "Agreement") is made on November 16th, 2007 by and between JOHNNY ZAMRZLA, 2229 East Avenue Q, Palmdale, CA 93550, Telephone (661) 273-1336 ("Zamrzla") and GRIMMWAY ENTERPRISES, INC., a California corporation, Post Office Box 81498, Bakersfield, CA 93380-1498, Telephone (661) 845-5275, Facsimile (661) 845-5262 ("Grimmway"), and in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. WELL. Zamrzla shall make available to Grimmway during the term hereof the exclusive and unrestricted use of the irrigation water well, with electric pump, located as shown on Exhibit "A." Los Angeles County, California (the "Well"). Grimmway may export water produced by the Well for its farming use on nearby acreage.

2. PAYMENT. Grimmway shall pay to Zamrzla a well use fee of \$9,625.00 for its use of the Well for the term. Such payment shall be made promptly following the mutual execution hereof.

3. TERM. The term of this Agreement shall be from execution and continue to November 30, 2008.

4. WATER RIGHTS. Grimmway shall not acquire any usufructuary rights, or other water rights, which survive the term of this Agreement.

5. USE. Grimmway shall utilize the Well only for the irrigation of its crops and for no other use. All operations incident to Grimmway's use of the Well shall be carried on in accordance with reasonable husbandry practices utilized in the region and in accordance with all laws governing the use of agricultural wells. Grimmway shall take the appropriate action to minimize irrigation water from escaping on to adjoining lands or public highways. Utilities to the Well shall remain in Zamrzla's name and Grimmway shall pay all utility charges in connection with its use of the Well.

6. ACCEPTANCE OF WELL. By entering into this Agreement, Grimmway accepts the Well in its present condition as Grimmway has made such inspections of the Well as Grimmway deems necessary to evaluate the Well and its suitability for Grimmway's farming operation. Zamrzla makes no warranty regarding the quality, quantity, or cost of irrigation water which may be produced by the Well.

7. RELATIONSHIP OF PARTIES. This Agreement shall not be construed as creating a relationship of principal and agent or of a joint venture, partnership or other business association between Zamrzla and Grimmway, it being understood and agreed that no provisions contained in this Agreement, nor any acts of the parties hereto, shall be deemed to create any relationship other than that as specified herein.

8. MAINTENANCE AND REPAIR. Grimmway shall have no obligation to repair or replace the Well, unless such repair or replacement is required because of damage caused by Grimmway. In the event that repair or replacement is required through no fault of Grimmway, Zamrzla shall be required to provide such services. Grimmway's only maintenance obligation shall be to monitor and maintain the oil levels of the pump and motor on a daily basis during its use of the Well. Zamrzla shall bear all other costs of service and maintenance. If in such event Zamrzla declines to provide such services, Grimmway may either (i) terminate this Agreement and Grimmway shall be entitled to a return of a prorata portion of the fee payment paid, or (ii) provide such service and seek reimbursement from Zamrzla.

9. GENERAL INDEMNIFICATION. Grimmway shall indemnify, defend and hold Zamrzla, its employees, agents, successors, assigns and anyone acting on its behalf, harmless from all claims, judgments, damages, liabilities, penalties, losses, attorneys' fees and costs which result from or arise during or after the term of this Agreement from the activities and farming operations on the Well of Grimmway, its employees, agents and representatives.

Zamrzla shall indemnify, defend and hold Grimmway, its employees, agents, successors, assigns and anyone acting on its behalf, from and against all claims, damages, liabilities, attorneys' fees and costs which arise during or after the term of this Agreement from negligence of Zamrzla in its activities concerning the Well.

10. INSURANCE.

A. Grimmway agrees to maintain in effect during the term of this Agreement, primary forms of insurance coverage, in the amount of at least \$1,000,000 to protect against claims, demands or liabilities in the performance or nonperformance of this Agreement to the extent that insurance of such risks is reasonably available. Grimmway shall provide written notice to Zamrzla as to the existence or nonexistence of such insurance, policy number and company name. Grimmway agrees to name Zamrzla as an "additional insured" and upon request to submit a certificate of insurance evidencing such coverage and that such insurance may not be canceled without thirty (30) days prior notice to Zamrzla.

B. Grimmway agrees to maintain during the term of this Agreement, at its own expense, Workman's Compensation Insurance (or a Certificate of Consent to Self-Insure) for individuals carried on its payroll.

11. ATTORNEYS' FEES, ARBITRATION AND VENUE. Any controversy between the parties regarding the performance or interpretation of this Agreement, or any claim arising therefrom or as a result of a breach thereof, shall be submitted to binding arbitration on the written request of one party after service of the request on the other party. Arbitration shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association and

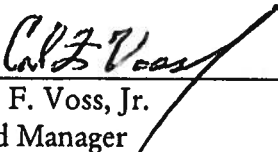
Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

If any party to this Agreement shall bring any action or initiate arbitration for relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party, a reasonable sum for attorneys' fees incurred in arbitration, bringing a suit and/or enforcing any judgment granted therein. Any judgment or order in such action or arbitration award shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment. Any arbitration or action shall be brought in Kern County, California.

12. AMBIGUITY. Each party acknowledges and agrees that this Agreement has been negotiated and prepared jointly by each party and that in the event of ambiguity, it shall not be construed against either party, but rather each term herein shall be given a reasonable interpretation.

13. COMPLETE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the matters contained in this Agreement. All prior or contemporaneous agreements or understandings, oral or written, are merged in this Agreement and shall not be effective for any purpose. No provision of this Agreement may be amended or modified, except by an agreement, in writing, signed by the parties or their respective successors-in-interest and expressly stating that it is an amendment of this Agreement.

GRIMMWAY ENTERPRISES, INC.,  
a California corporation

By:   
\_\_\_\_\_  
Carl F. Voss, Jr.  
Land Manager

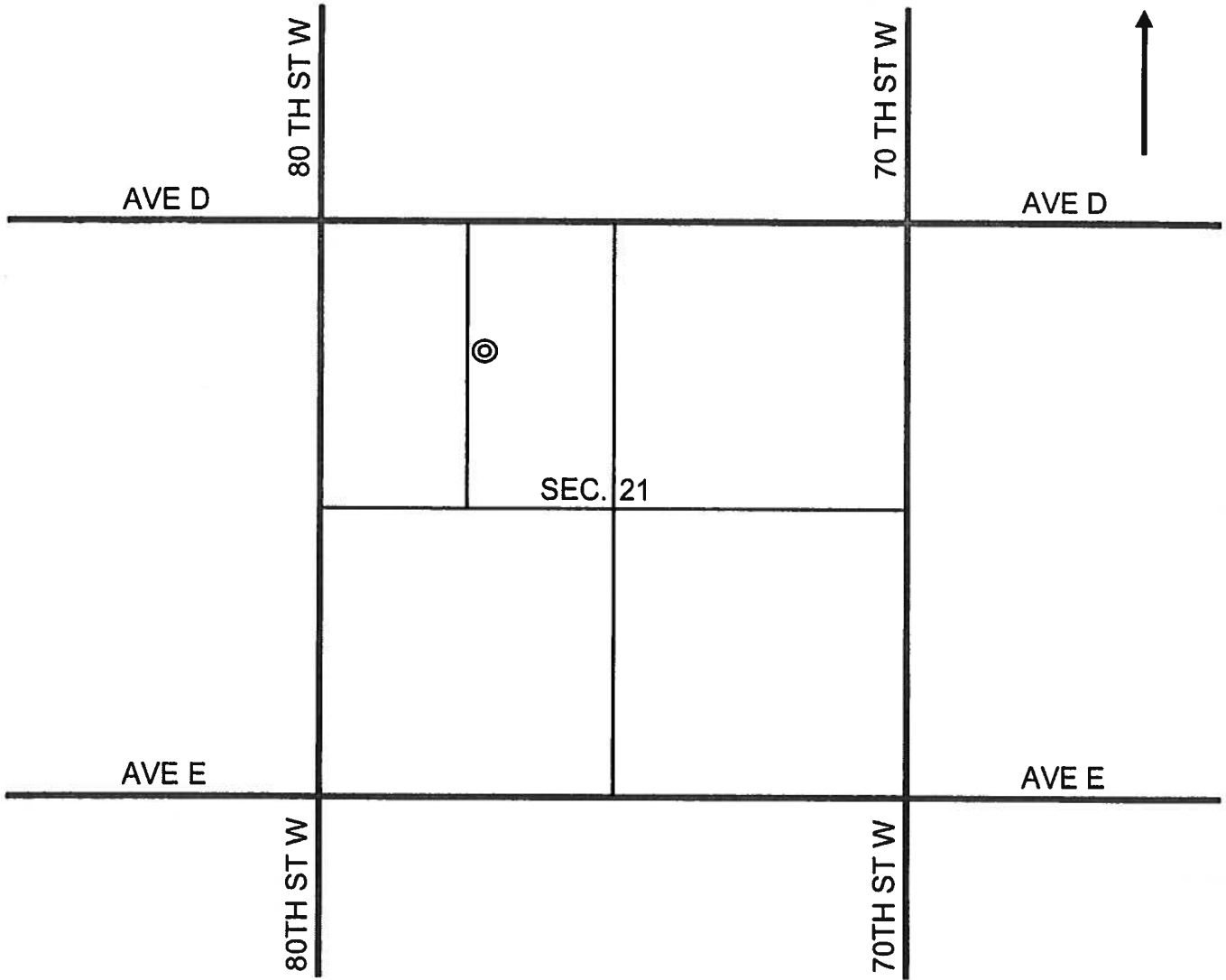
  
\_\_\_\_\_  
JOHNY LAMRZA 11/19/07

EXHIBIT "A"

LOS ANGELES COUNTY

T8N R13W  
SBBM

NORTH



⊙ WELL

VERIFICATION TO FOLLOW

