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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

10 **ANTELOPE VALLEY GROUNDWATER**
11 **CASES**

11 **INCLUDED ACTIONS:**

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

15 Los Angeles County Waterworks District No. 40
16 v. Diamond Farming Co., Superior Court of
17 California, County of Kern, Case No. S-1500-CV-
18 254348;

17 Wm. Bolthouse Farms, Inc. v. City of Lancaster,
18 Diamond Farming Co. v. Lancaster, Diamond
19 Farming Co. v. Palmdale Water Dist., Superior
20 Court of California, County of Riverside, Case
21 No. RIC 353840, RIC 344436, RIC 344668

21 Rebecca Lee Willis v. Los Angeles County
22 Waterworks District No. 40
23 Superior Court of California, County of Los
24 Angeles, Case No. BC 364553

23 Wood v. A.V. Materials, Inc., et al., Superior
24 Court of California, County of Los Angeles, Case
25 No. BC 509546

25 Little Rock Sand and Gravel, Inc. v. Granite
26 Construction Co., Superior Court of California,
27 County of Los Angeles, North Judicial District,
28 Case No. MC026932

Judicial Council Coordination No. 4408

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

**REQUEST FOR ADMISSIONS TO
LITTLE ROCK SAND AND GRAVEL,
INC., SET ONE**

[Code Civ. Proc., § 2033.210]

1 DEMANDING PARTY: GRANITE CONSTRUCTION COMPANY
2 RESPONDING PARTY: LITTLE ROCK SAND AND GRAVEL, INC.
3 SET NUMBER: ONE

4 **I. INTRODUCTION**

5 GRANITE CONSTRUCTION COMPANY requests that LITTLE ROCK SAND AND
6 GRAVEL, INC. respond to the request for admissions set forth in Part III, under oath, within
7 thirty days of the service hereof, pursuant to Article 2 (commencing with section 2033.210) of
8 Chapter 16 of Title 4 of the Code of Civil Procedure.

9 **II. DEFINITIONS**

10 The following words and phrases shall govern the construction of this document unless
11 the context otherwise requires:

- 12 1. "GRANITE" means GRANITE CONSTRUCTION COMPANY.
13 2. "YOU," "YOUR" or "LITTLE ROCK" mean LITTLE ROCK SAND AND
14 GRAVEL, INC.
15 3. "AVG CASES" means the coordinated Antelope Valley Groundwater Cases.
16 4. "LITTLE ROCK PROPERTY" means the property leased by LITTLE ROCK to
17 GRANITE pursuant to the contract entitled "Lease" that was entered into on or about April 8,
18 1987.

19 **III. REQUEST FOR ADMISSIONS**

20 **REQUEST FOR ADMISSION NO. 1:**

21 On March 31, 2014, parties in the AVG CASES, including LITTLE ROCK and
22 GRANITE, reached an agreed upon allocation of the Native Safe Yield of the Basin as set forth
23 in a spread sheet that would later become Exhibit 4 to the Judgment and Physical Solution
24 entered in the AVG CASES.

25 **REQUEST FOR ADMISSION NO. 2:**

26 YOU signed the Stipulation for Entry of Judgment and Physical Solution on or about
27 December 24, 2014.
28

1 **REQUEST FOR ADMISSION NO. 3:**

2 YOU submitted YOUR signatures to the Stipulation for Entry of Judgment and Physical
3 Solution on or about February 20, 2015.

4 **REQUEST FOR ADMISSION NO. 4:**

5 The 234 acre-feet allocated to “Granite Construction Company (Little Rock Sand and
6 Gravel, Inc.)” in the Judgment and Physical Solution adopted in the AVG CASES were not
7 allocated to the LITTLE ROCK PROPERTY.

8 **REQUEST FOR ADMISSION NO. 5:**

9 The 234 acre-feet allocated to “Granite Construction Company (Little Rock Sand and
10 Gravel, Inc.)” in the Judgment and Physical Solution adopted in the AVG CASES were not
11 allocated to LITTLE ROCK.

12 **REQUEST FOR ADMISSION NO. 6:**

13 The 234 acre-feet allocated to “Granite Construction Company (Little Rock Sand and
14 Gravel, Inc.)” in the Judgment and Physical Solution adopted in the AVG CASES do not belong
15 to LITTLE ROCK.

16 **REQUEST FOR ADMISSION NO. 7:**

17 GRANITE has operated a quarry on the LITTLE ROCK PROPERTY since 1987.

18 **REQUEST FOR ADMISSION NO. 8:**

19 In 2008 GRANITE purchased land adjacent to the LITTLE ROCK PROPERTY.

20 **REQUEST FOR ADMISSION NO. 9:**

21 Since 2008 GRANITE has owned more than 55 acres in fee immediately adjacent to the
22 LITTLE ROCK PROPERTY.

23 **REQUEST FOR ADMISSION NO. 10:**

24 GRANITE’s Little Rock Quarry is comprised of both GRANITE’S property adjacent to
25 the LITTLE ROCK PROPERTY and the LITTLE ROCK PROPERTY.
26
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1 **REQUEST FOR ADMISSION NO. 11:**

2 The parties to the Stipulation for Entry of Judgment and Physical Solution allocated
3 water to GRANITE as a result of its fee interest in land adjacent to the LITTLE ROCK
4 PROPERTY and its beneficial use of water.

5 **REQUEST FOR ADMISSION NO. 12:**

6 GRANITE amended its Mining and Reclamation Plan in 2011 to include GRANITE's
7 land adjacent to the LITTLE ROCK PROPERTY within quarry operations, with YOUR
8 knowledge and consent.

9 **REQUEST FOR ADMISSION NO. 13:**

10 During the Phase 4 Trial in the AVG CASES, GRANITE introduced evidence of its
11 pumping and water use during years 2011 and 2012 at the Little Rock Quarry.

12 **REQUEST FOR ADMISSION NO. 14:**

13 During the Phase 4 Trial in the AVG CASES, YOU did not introduce any evidence of
14 LITTLE ROCK'S water use on the LITTLE ROCK PROPERTY.

15 **REQUEST FOR ADMISSION NO. 15:**

16 YOU have not put groundwater extracted from the LITTLE ROCK PROPERTY to any
17 reasonable and beneficial use since at least 1987.

18 **REQUEST FOR ADMISSION NO. 16:**

19 During settlement negotiations in the AVG CASES, LITTLE ROCK and GRANITE
20 orally agreed to allocate the 234 acre-feet of water allocated to "Granite Construction Company
21 (Little Rock Sand and Gravel, Inc.);" in the Judgment and Physical Solution adopted in the AVG
22 CASES 100 acre-feet to Granite, 134 acre-feet to LITTLE ROCK.
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24 **REQUEST FOR ADMISSION NO. 17:**

25 During settlement negotiations in the AVG CASES, LITTLE ROCK and GRANITE
26 advised the other settling parties that GRANITE and LITTLE ROCK had reached an agreement
27 on allocation between them of the 234 acre-feet of water allocated to "Granite Construction
28

1 Company (Little Rock Sand and Gravel, Inc.)” in the Judgment and Physical Solution adopted in
2 the AVG CASES.

3 **REQUEST FOR ADMISSION NO. 18:**

4 On or about March 31, 2014, lawyers representing more than 100 parties met at the
5 offices of Best, Best & Krieger in Los Angeles, California for settlement negotiations in the
6 AVG CASES.

7 **REQUEST FOR ADMISSION NO. 19:**

8 During the settlement discussions held on March 31, 2014, the parties to the Stipulation
9 for Entry of Judgment and Physical Solution agreed to allocate a water supply of 234 acre-feet
10 for GRANITE’s Little Rock Quarry operations.

11 **REQUEST FOR ADMISSION NO. 20:**

12 During the settlement discussions held on March 31, 2014, Robert Kuhs on behalf of
13 GRANITE and Ted Chester on behalf of LITTLE ROCK agreed to an allocation of the 234 acre-
14 feet as between GRANITE and LITTLE ROCK.

15 **REQUEST FOR ADMISSION NO. 21:**

16 During the settlement discussions held on March 31, 2014, Robert Kuhs on behalf of
17 GRANITE and Ted Chester on behalf of LITTLE ROCK agreed to an allocation of the 234 acre-
18 feet as between GRANITE and LITTLE ROCK of 100 acre-feet to GRANITE and 134 acre-feet
19 to LITTLE ROCK.

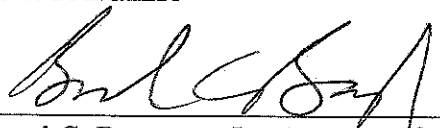
20 **REQUEST FOR ADMISSION NO. 22:**

21 On April 4, 2014, counsel appeared before the Court in the AVG CASES and reported
22 that all parties had reached a global settlement.

23 Dated: October 11, 2017

KUHS & PARKER

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By



Bernard C. Barmann, Jr., Attorneys for
Requesting Party, Granite Construction Company

