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13 Attorneys for LITTLE ROCK SAND AND GRAVEL, INC.

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

16 **ANTELOPE VALLEY GROUNDWATER**  
17 **CASES**

18 **INCLUDED ACTIONS:**

19 Los Angeles County Waterworks District No.  
20 40 v. Diamond Farming Co., Superior Court of  
21 California, County of Los Angeles, Case No.  
22 BC325201;

23 Los Angeles County Waterworks District No.  
24 40 v. Diamond Farming Co., Superior Court of  
25 California, County of Kern, Case No. S-1500-  
26 CV-254348;

27 Wm. Bolthouse Farms, Inc. v. City of  
28 Lancaster, Diamond Farming Co. v. Lancaster,  
Diamond Farming Co. v. Palmdale Water  
Dist., Superior Court of California, County of  
Riverside, Case Nos. RIC 353840, RIC  
344436, RIC 344668;

Rebecca Lee Willis v. Los Angeles County  
Waterworks District No. 40  
Superior Court of California, County of Los  
Angeles, Case No. BC364553;

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

Little Rock Sand and Gravel, Inc. v. Granite  
Construction Co., Superior Court of  
California, County of Los Angeles, Case No.  
MC026932

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Judicial Counsel Coordination No. 4408

Santa Clara Case No. 1-05-CV-049053

Assigned to Honorable Jack Komar

**SUPPLEMENTAL RESPONSE TO FORM**  
**INTERROGATORIES, SET ONE,**  
**PROPOUNDED BY GRANITE**  
**CONSTRUCTION COMPANY**

1 PROPOUNDING PARTY: GRANITE CONSTRUCTION COMPANY  
2 RESPONDING PARTY: LITTLE ROCK SAND AND GRAVEL, INC.  
3 SET NO.: ONE

4 Pursuant to the provisions of *Code of Civil Procedure* Section 2030.210, *et seq.*, LITTLE  
5 ROCK SAND AND GRAVEL, INC. (“Responding Party” or “Little Rock”), hereby  
6 supplementally responds to FORM INTERROGATORIES, SET ONE, propounded by GRANITE  
7 CONSTRUCTION COMPANY (“Propounding Party” or “Granite”) as follows:

8 **PRELIMINARY STATEMENT**

9 Each of the following supplemental responses is made solely for the purpose of this action.  
10 Each supplemental response is subject to any and all objections to competency, relevance,  
11 materiality, proprietary, and admissibility. In addition, each supplemental response is subject to  
12 any and all objections and/or grounds that would require the exclusion of any statement or  
13 material provided, or any part thereof, to any interrogatory which were asked of, or any statement  
14 or material provided by, witnesses present and testifying in court. All objections are reserved and  
15 may be asserted at the appropriate time, including trial or any evidentiary hearing. The  
16 supplemental responses are based upon information presently available to Responding Party. The  
17 fact that Responding Party has responded to or objected to any interrogatory should not be taken  
18 as an admission that the interrogatory or response thereto constitutes admissible evidence. The  
19 mere fact that Responding Party has responded to part of, or all of, any interrogatory is not  
20 intended to be, and shall not constitute a waiver by Responding Party of any objections to the  
21 interrogatory.

22 Responding Party has not completed its investigation and discovery of the matters at issue  
23 in this action and the responses are based upon its knowledge, information and belief as of this  
24 date. Responding Party reserves the right to make further responses if it appears that any omission  
25 or error has been made in connection with these responses or in the event future or more accurate  
26 information is available. The supplemental responses are made without prejudice to the right to  
27 present such additional evidence as may be later discovered or evaluated.

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1 **GENERAL OBJECTIONS**

2 Responding Party objects to the Form Interrogatories to the extent they request any  
3 information protected by any privilege, including the attorney-client privilege and attorney work  
4 product doctrine. In particular, without waiving the generality of this objection, writings  
5 transmitted by or between Responding Party (or its principals or agents) and its counsel or  
6 prepared and/or maintained internally by counsel, or prepared and/or maintained by Responding  
7 Party in contemplation or in connection with litigation, will not be referred to in these responses.

8  
9 **RESPONSES TO FORM INTERROGATORIES**

10 **FORM INTERROGATORY 12.1:**

11 State the name, ADDRESS, and telephone number of each individual:

- 12 (a) who witnessed the INCIDENT or the events occurring immediately before or after the  
13 INCIDENT;  
14 (b) who made any statement at the scene of the INCIDENT;  
15 (c) who heard any statements made about the INCIDENT by any individual at the scene; and  
16 (d) who YOU OR ANYONE ACTING ON YOUR BEHALF claim has knowledge of the  
17 INCIDENT (except for expert witnesses covered by Code of Civil Procedure section  
18 2034).

19 **RESPONSE TO FORM INTERROGATORY NO. 12.1:**

20 Little Rock objects to this Interrogatory on the ground that the defined term “INCIDENT”  
21 renders this Interrogatory vague and ambiguous. Specifically, Little Rock’s First Amended  
22 Complaint does not allege a single event or series of events that gave rise to its claims for quiet  
23 title and declaratory relief, but rather, alleges that Little Rock believes that Granite intends to  
24 unlawfully take or misappropriate Little Rock’s groundwater rights in violation of the lease under  
25 which Granite has leased Little Rock’s land since 1987. Within the scope of these allegations,  
26 Little Rock cannot comprehend what exactly is being asked of it by this Interrogatory. For  
27 instance, the phrases “witnessed the INCIDENT or the events occurring immediately before or  
28 after the INCIDENT” and “at the scene of the INCIDENT” are nonsensical in the context of Little  
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1 Rock's claims against Granite. Little Rock further objects to this Interrogatory on the grounds that  
2 it is unduly burdensome and oppressive, and it requests information that is already within the  
3 knowledge of and/or equally available to Granite.

4 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 12.1:**

5 Little Rock object to this Interrogatory on the grounds that it is unduly burdensome and  
6 oppressive, and it requests information that is already within the knowledge of and/or equally  
7 available to Granite. Without waiving these objections and with the understanding that, as set  
8 forth in Granite's counsel's letter dated December 14, 2017, the defined term "INCIDENT" means  
9 "the process by which the Judgment and Physical Solution came to be entered in the Antelope  
10 Valley Groundwater Cases," Little Rock responds as follows:

11 (a) George Lane, President of Little Rock Sand and Gravel, Inc., who may be  
12 contacted through Little Rock's counsel of record;

13 Various employees, officers and directors of Granite, including, without limitation,  
14 William Taylor, Steven McCracken, Dennis Atkinson and James Roberts; and

15 The other parties to the Antelope Valley Groundwater Cases ("AVG Cases"),  
16 whose contact information already known by or equally available to Granite.

17 (b) George Lane, President of Little Rock Sand and Gravel, Inc., who may be  
18 contacted through Little Rock's counsel of record;

19 Various employees, officers and directors of Granite, including, without limitation,  
20 William Taylor, Steven McCracken, Dennis Atkinson and James Roberts; and

21 The other parties to the AVG Cases, whose contact information already known by  
22 or equally available to Granite.

23 (c) Little Rock is not aware of who made any statements "at the scene of the  
24 INCIDENT."

25 (d) George Lane, President of Little Rock Sand and Gravel, Inc., who may be  
26 contacted through Little Rock's counsel of record;

27 Various employees, officers and directors of Granite, including, without limitation,  
28 William Taylor, Steven McCracken, Dennis Atkinson and James Roberts; and

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1           The other parties to the AVG Cases, whose contact information already known by  
2 or equally available to Granite.

3           Discovery and Little Rock’s investigation are ongoing, and as such, Little Rock reserves  
4 the right to further supplement this response if and when it learns of additional responsive  
5 information.

6 **FORM INTERROGATORY NO. 12.2:**

7           Have YOU OR ANYONE ACTING ON YOUR BEHALF interviewed any individual  
8 concerning the INCIDENT? If so, for each individual state:

9           (a) the name, ADDRESS, and telephone number of the individual interviewed;

10           (b) the date of the interview; and

11           (c) the name, ADDRESS, and telephone number of the PERSON who conducted the  
12 interview.

13 **RESPONSE TO FORM INTERROGATORY NO. 12.2:**

14           Little Rock objects to this Interrogatory on the ground that the defined term “INCIDENT”  
15 renders this Interrogatory vague and ambiguous. Specifically, Little Rock’s First Amended  
16 Complaint does not allege a single event or series of events that gave rise to its claims for quiet  
17 title and declaratory relief, but rather, alleges that Little Rock believes that Granite intends to  
18 unlawfully take or misappropriate Little Rock’s groundwater rights in violation of the lease under  
19 which Granite has leased Little Rock’s land since 1987. Within the scope of these allegations,  
20 Little Rock cannot comprehend what exactly is being asked of it by this Interrogatory. Without  
21 waiving this objection, Little Rock responds as follows:

22           No.

23 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 12.2:**

24           With the understanding that, as set forth in Granite’s counsel’s letter dated December 14,  
25 2017, the defined term “INCIDENT” means “the process by which the Judgment and Physical  
26 Solution came to be entered in the Antelope Valley Groundwater Cases,” Little Rock responds as  
27 follows:

28           No.

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1 **FORM INTERROGATORY NO. 12.3:**

2 Have YOU OR ANYONE ACTING ON YOUR BEHALF obtained a written or recorded  
3 statement from any individual concerning the INCIDENT? If so, for each statement state:

4 (a) the name, ADDRESS, and telephone number of the individual from whom the  
5 statement was obtained;

6 (b) the name, ADDRESS, and telephone number of the individual who obtained the  
7 statement;

8 (c) the date the statement was obtained; and

9 (d) the name, ADDRESS, and telephone number of each PERSON who has the original  
10 statement or a copy.

11 **RESPONSE TO FORM INTERROGATORY NO. 12.3:**

12 Little Rock objects to this Interrogatory on the ground that the defined term “INCIDENT”  
13 renders this Interrogatory vague and ambiguous. Specifically, Little Rock’s First Amended  
14 Complaint does not allege a single event or series of events that gave rise to its claims for quiet  
15 title and declaratory relief, but rather, alleges that Little Rock believes that Granite intends to  
16 unlawfully take or misappropriate Little Rock’s groundwater rights in violation of the lease under  
17 which Granite has leased Little Rock’s land since 1987. Within the scope of these allegations,  
18 Little Rock cannot comprehend what exactly is being asked of it by this Interrogatory. Without  
19 waiving this objection, Little Rock responds as follows:

20 No.

21 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 12.3:**

22 With the understanding that, as set forth in Granite’s counsel’s letter dated December 14,  
23 2017, the defined term “INCIDENT” means “the process by which the Judgment and Physical  
24 Solution came to be entered in the Antelope Valley Groundwater Cases,” Little Rock responds as  
25 follows:

26 No.

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1 **FORM INTERROGATORY NO. 12.5:**

2 Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any diagram,  
3 reproduction, or model of any place or thing (except for items developed by expert witnesses  
4 covered by Code of Civil Procedure sections 2034.210- 2034.310) concerning the INCIDENT? If  
5 so, for each item.state:

- 6 (a) the type (i.e., diagram, reproduction, or model);
- 7 (b) the subject matter; and
- 8 (c) the name, ADDRESS, and telephone number of each PERSON who has it.

9 **RESPONSE TO FORM INTERROGATORY NO. 12.5:**

10 Little Rock objects to this Interrogatory on the ground that the defined term “INCIDENT”  
11 renders this Interrogatory vague and ambiguous. Specifically, Little Rock’s First Amended  
12 Complaint does not allege a single event or series of events that gave rise to its claims for quiet  
13 title and declaratory relief, but rather, alleges that Little Rock believes that Granite intends to  
14 unlawfully take or misappropriate Little Rock’s groundwater rights in violation of the lease under  
15 which Granite has leased Little Rock’s land since 1987. Within the scope of these allegations,  
16 Little Rock cannot comprehend what exactly is being asked of it by this Interrogatory. Without  
17 waiving this objection, Little Rock responds as follows:

18 No.

19 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 12.5:**

20 With the understanding that, as set forth in Granite’s counsel’s letter dated December 14,  
21 2017, the defined term “INCIDENT” means “the process by which the Judgment and Physical  
22 Solution came to be entered in the Antelope Valley Groundwater Cases,” Little Rock responds as  
23 follows:

24 No.

25 **FORM INTERROGATORY NO. 12.6:**

26 Was a report made by any PERSON concerning the INCIDENT? If so, state:

- 27 (a) the name, title, identification number, and employer of the PERSON who made the
- 28 report;

1 (b) the date and type of report made;

2 (c) the name, ADDRESS, and telephone number of the PERSON for whom the report was  
3 made; and

4 (d) the name, ADDRESS, and telephone number of each PERSON who has the original or  
5 a copy of the report.

6 **RESPONSE TO FORM INTERROGATORY NO. 12.6:**

7 Little Rock objects to this Interrogatory on the ground that the defined term "INCIDENT"  
8 renders this Interrogatory vague and ambiguous. Specifically, Little Rock's First Amended  
9 Complaint does not allege a single event or series of events that gave rise to its claims for quiet  
10 title and declaratory relief, but rather, alleges that Little Rock believes that Granite intends to  
11 unlawfully take or misappropriate Little Rock's groundwater rights in violation of the lease under  
12 which Granite has leased Little Rock's land since 1987. Within the scope of these allegations,  
13 Little Rock cannot comprehend what exactly is being asked of it by this Interrogatory. Without  
14 waiving this objection, Little Rock responds as follows:

15 No.

16 **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 12.6:**

17 With the understanding that, as set forth in Granite's counsel's letter dated December 14,  
18 2017, the defined term "INCIDENT" means "the process by which the Judgment and Physical  
19 Solution came to be entered in the Antelope Valley Groundwater Cases," Little Rock responds as  
20 follows:

21 No.

23 DATED: January 4, 2018

MUSICK, PEELER & GARRETT LLP

25 By: 

26 Theodore A. Chester, Jr.

27 Stephen R. Isbell

28 Attorneys for Plaintiff LITTLE ROCK SAND  
AND GRAVEL, INC.

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**VERIFICATION**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

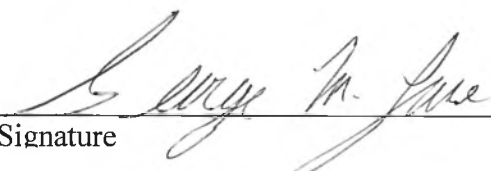
I have read the foregoing **SUPPLEMENTAL RESPONSE TO FORM INTERROGATORIES, SET ONE PROPOUNDED BY GRANITE CONSTRUCTION COMPANY** and know its contents.

I am, President of Little Rock Sand and Gravel, Inc., a party to this action, and am authorized to make this verification for and on its behalf. I am informed and believe that the matters stated therein are true.

Executed on January 3, 2018, at Lancaster, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

George M. Lane  
\_\_\_\_\_  
Print Name of Signator

  
\_\_\_\_\_  
Signature

1 **PROOF OF SERVICE**

2 Antelope Valley Groundwater Cases  
3 Santa Clara County Case No. 1-05-CV-049053  
4 Judicial Council Coordination ("JCCP") No. 4408  
5 California Court of Appeal, Fourth District, Division Two, Case No. E065512

6 **STATE OF CALIFORNIA,**

7 **COUNTY OF ORANGE**

8 At the time of service, I was over 18 years of age and not a party to this action. I am  
9 employed in the County of Orange, State of California. My business address is Musick Peeler &  
10 Garrett LLP, 650 Town Center Drive, Suite 1200, Costa Mesa, CA 92626-1925.

11 On January 4, 2018, I served the foregoing document described as: **SUPPLEMENTAL  
12 RESPONSE TO FORM INTERROGATORIES, SET ONE, PROPOUNDED BY GRANITE  
13 CONSTRUCTION COMPANY** on the interested parties in this action by posting the document  
14 listed above to the <http://www.avwatermaster.org> website in regard to the Antelope Valley  
15 Groundwater Adjudication matter, pursuant to the Electronic Filing and Service Standing Order of  
16 Judge Komar and through the OneLegal website ([www.onelegal.com](http://www.onelegal.com)).

17 The file transmission was reported as complete to all parties appearing on the  
18 <http://www.avwatermaster.org> electronic service list and ([www.onelegal.com](http://www.onelegal.com)) for the Antelope  
19 Valley Groundwater Cases, Case No. 2005-1-CV-049053; JCCP 4408.

20  **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the  
21 persons at the address listed below and placed the envelope for collection and mailing,  
22 following our ordinary business practices. I am readily familiar with the practice of  
23 Musick, Peeler & Garrett LLP for collecting and processing correspondence for mailing.  
24 On the same day that correspondence is placed for collection and mailing, it is deposited in  
25 the ordinary course of business with the United States Postal Service, in a sealed envelope  
26 with postage fully prepaid. I am a resident or employed in the county where the mailing  
27 occurred. The envelope was placed in the mail at Costa Mesa, California.

28 Attorneys for Granite Construction Company:  
Robert G. Kuhs  
Bernard C. Barmann, Jr.  
Kuhs & Parker  
1200 Truxtun Ave., Ste. 200  
P.O. Box 2205  
Bakersfield, CA 93303

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 4, 2018, at Costa Mesa, California.

/s/ Judy Jacobs  
\_\_\_\_\_  
Judy Jacobs

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