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

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

12 **INCLUDED ACTIONS:**

13 Los Angeles County Waterworks District No.
40 v. Diamond Farming Co., Superior Court of
California, County of Los Angeles, Case No.
14 BC325201;

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

17 Wm. Bolthouse Farms, Inc. v. City of
18 Lancaster, Diamond Farming Co. v. Lancaster,
Diamond Farming Co. v. Palmdale Water
19 Dist., Superior Court of California, County of
Riverside, Case Nos. RIC 353840, RIC
20 344436, RIC 344668;

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

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

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

28 1073939.1

Judicial Counsel Coordination No. 4408

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

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 responds to
6 FORM INTERROGATORIES, SET ONE, propounded by GRANITE CONSTRUCTION
7 COMPANY ("Propounding Party" or "Granite") as follows:

8 **PRELIMINARY STATEMENT**

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

21 Responding Party has not completed its investigation and discovery of the matters at issue
22 in this action and the responses are based upon its knowledge, information and belief as of this
23 date. Responding Party reserves the right to make further responses if it appears that any omission
24 or error has been made in connection with these responses or in the event future or more accurate
25 information is available. The responses are made without prejudice to the right to present such
26 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 NO. 1.1:**

11 State the name, ADDRESS, telephone number, and relationship to you of each PERSON
12 who prepared or assisted in the preparation of the responses to these interrogatories. *(Do not*
13 *identify anyone who simply typed or reproduced the responses.)*

14 **RESPONSE TO FORM INTERROGATORY NO. 1.1:**

15 George Lane, President of Little Rock Sand and Gravel, Inc., who may be contacted
16 through Little Rock's counsel of record; and

17 Theodore A. Chester, Jr., and Stephen R. Isbell of Musick, Peeler & Garrett, LLP, counsel
18 of record for Little Rock.

19 **FORM INTERROGATORY 12.1:**

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

21 (a) who witnessed the INCIDENT or the events occurring immediately before or after the
22 INCIDENT;

23 (b) who made any statement at the scene of the INCIDENT;

24 (c) who heard any statements made about the INCIDENT by any individual at the scene; and

25 (d) who YOU OR ANYONE ACTING ON YOUR BEHALF claim has knowledge of the
26 INCIDENT (except for expert witnesses covered by Code of Civil Procedure section
27 2034).
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1 **RESPONSE TO FORM INTERROGATORY NO. 12.1:**

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

14 **FORM INTERROGATORY NO. 12.2:**

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

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

18 (b) the date of the interview; and

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

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

22 Little Rock objects to this Interrogatory on the ground that the defined term "INCIDENT"
23 renders this Interrogatory vague and ambiguous. Specifically, Little Rock's First Amended
24 Complaint does not allege a single event or series of events that gave rise to its claims for quiet
25 title and declaratory relief, but rather, alleges that Little Rock believes that Granite intends to
26 unlawfully take or misappropriate Little Rock's groundwater rights in violation of the lease under
27 which Granite has leased Little Rock's land since 1987. Within the scope of these allegations,

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1 Little Rock cannot comprehend what exactly is being asked of it by this Interrogatory. Without
2 waiving this objection, Little Rock responds as follows:

3 No.

4 **FORM INTERROGATORY NO. 12.3:**

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

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

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

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

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

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

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

23 No.

24 **FORM INTERROGATORY NO. 12.5:**

25 Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any diagram,
26 reproduction, or model of any place or thing (except for items developed by expert witnesses
27 covered by Code of Civil Procedure sections 2034.210- 2034.310) concerning the INCIDENT? If
28 so, for each item state:
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- 1 (a) the type (i.e., diagram, reproduction, or model);
2 (b) the subject matter; and
3 (c) the name, ADDRESS, and telephone number of each PERSON who has it.

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

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

13 No.

14 **FORM INTERROGATORY NO. 12.6:**

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

- 16 (a) the name, title, identification number, and employer of the PERSON who made the
17 report;
18 (b) the date and type of report made;
19 (c) the name, ADDRESS, and telephone number of the PERSON for whom the report was
20 made; and
21 (d) the name, ADDRESS, and telephone number of each PERSON who has the original or
22 a copy of the report.

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

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

4 No.

5 **FORM INTERROGATORY NO. 17.1:**

6 Is your response to each request for admission served with these interrogatories an
7 unqualified admission? If not, for each response that is not an unqualified admission:

8 (a) state the number of the request;

9 (b) state all facts upon which you base your response;

10 (c) state the names, ADDRESSES, and telephone numbers of all PERSONS who have
11 knowledge of those facts; and

12 (d) identify all DOCUMENTS and other tangible things that support your response and
13 state the name, ADDRESS, and telephone number of the PERSON who has each
14 DOCUMENT or thing.

15 **RESPONSE TO FORM INTERROGATORY NO. 17.1:**

16 Little Rock objects to this Interrogatory on the following grounds: it requests information
17 that is already in the knowledge of or equally available to Granite; and (2) it demands confidential
18 information regarding settlement communications. *Evidence Code* § 1152. Without waiving
19 these objections, Little Rock responds as follows:

20 No.

21 (a) 1

22 (b) The parties to the Antelope Valley Groundwater Cases (the "AVG Cases") reached
23 an agreement regarding the allocation of the Native Safe Yield of the Basin among themselves
24 with the exception that the parties did not reach an agreement as to who, between Little Rock and
25 Granite, owns the 234 acre-feet allocated to "Granite Construction Company (Little Rock Sand
26 and Gravel. Inc.)" in Exhibit 4 to the Judgment and Physical Solution (the "Judgment") entered in
27 the AVG Cases.

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

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

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

7 (d) The Judgment, copies of which are in the possession of Little Rock and believed to
8 be in the possession of every other party to the Antelope Valley Groundwater Cases, including
9 Granite.

10 The requested information may also be found in the documents produced by Little
11 Rock and/or already in the possession of Granite, including without limitation, written
12 correspondence between the parties and the evidence entered in, papers filed in and record of the
13 proceedings in the AVG Cases. However, specifically identifying each document responsive to
14 this Interrogatory would require the preparation of a compilation, abstract, audit and/or summary
15 of a voluminous number of documents that are in both Little Rock's and Granite's possession. As
16 such a preparation would be substantially burdensome and costly to both Little Rock and Granite,
17 Little Rock hereby offers to permit review of the documents that have been produced or are being
18 concurrently produced herewith. *Code of Civil Procedure* section 2030.230; *Brotsky v. State Bar*
19 *of California* (1962) 57 Cal.2d 287.

20
21 (a) 4

22 (b) Exhibit 4 to the Judgment expressly allocated 234 acre-feet of groundwater to
23 "Granite Construction Company (Little Rock Sand and Gravel. Inc.)".

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

26 Various employees, officers and directors of Granite, including, without limitation,
27 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 (d) The Judgment, copies of which are in the possession of Little Rock and believed to
4 be in the possession of every other party to the Antelope Valley Groundwater Cases, including
5 Granite.

6
7 (a) 5

8 (b) Exhibit 4 to the Judgment expressly allocated 234 acre-feet of groundwater to
9 “Granite Construction Company (Little Rock Sand and Gravel, Inc.)”.

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

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

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

16 (d) The Judgment, copies of which are in the possession of Little Rock and believed to
17 be in the possession of every other party to the Antelope Valley Groundwater Cases, including
18 Granite.

19
20 (a) 6

21 (b) Little Rock is the owner of the land (the “Leased Land”) on which Granite has
22 operated its quarry business pursuant to the “LEASE” (hereafter, the “Lease”) entered into by
23 Granite and Little Rock on or about April 8, 1987. As the owner of the Leased Land, Little Rock
24 owns all water rights appurtenant to and arising from ownership the Land, including overlying
25 groundwater rights and the 234 acre-feet allocation under the Judgment.

26 Under sections 1 and 3.2 of the Lease, Little Rock granted to Granite, “during the
27 term of the Lease,” the right to use Little Rock’s water rights occurring in and/or appurtenant to
28 the Leased Land, including any rights to pump groundwater located under the Leased Land and

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1 use that water on the Leased Land. In the operation of its quarry on the Leased Land and pursuant
2 to the terms of the Lease, Granite pumped groundwater from wells located on the Leased Land
3 and used that groundwater exclusively on the Leased Land. At the Phase 4 Trial, Granite
4 introduced evidence and the Court found that, in both 2011 and 2012, it pumped 400 acre-feet of
5 groundwater from the Leased Land and used that water on the Leased Land. But for the Lease,
6 Granite would have never pumped any groundwater in relation to the operation of its quarry on the
7 Leased Land or otherwise.

8 Under the terms of the Lease, Granite's right to use and possess the Leased Land,
9 including the right to pump groundwater from the Leased Land and use such water on the Leased
10 Land, is temporary and will expire. Upon the expiration of the Lease, all rights to use and possess
11 the Leased Land, including all rights to pump groundwater from the Leased Land and use that
12 such water on the Leased Land, will revert back from Granite to Little Rock.

13 Granite has not repudiated the Lease and has not pumped and used any
14 groundwater from the Leased Land without Little Rock's consent pursuant to the terms of the
15 Lease. So long as the Lease is in effect, Granite's possession and use of the Leased Land,
16 including all water rights appurtenant or arising therefrom, is considered possession and use by the
17 lessor and landowner, Little Rock. Thus, Granite's historical pumping of groundwater from wells
18 located on the Leased Land and use of that water on the Leased Land, evidence of which was
19 offered in the AVG Cases, are considered Little Rock's pumping and use of groundwater from the
20 Leased Land.

21 Additionally, Granite offered no evidence during any of the phased trials in the
22 AVG Cases that it pumped any groundwater from Granite's land that is adjacent (the "Adjacent
23 Land") to the Leased Land or that is used any of the groundwater pumped from the Leased Land
24 on any other land other than the Leased Land. On information and belief, Granite offered no such
25 evidence, because, as of the conclusion of the phased trials and the entry of the Judgment, Granite
26 had never pumped any groundwater from the Adjacent Land or used any groundwater on the
27 Adjacent Land.

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1 Moreover, Little Rock and all of the other parties to the AVG Cases never agreed
2 that any portion of the 234 acre-feet allocation belongs to Granite.

3 Accordingly, the determination that 234 acre-feet allocation to “Granite
4 Construction Company (Little Rock Sand and Gravel, Inc.)” in the Judgment is solely based on
5 historical groundwater pumping and use attributable only to Little Rock and the Leased Land.

6 (c) George Lane, President of Little Rock Sand and Gravel, Inc., who may be
7 contacted through Little Rock’s counsel of record;

8 Various employees, officers and directors of Granite, including, without limitation,
9 William Taylor, Steven McCracken, Dennis Atkinson, James Roberts, William Dorey, A.V. Otjen,
10 Bruce Mazzei and Richard Solari; and

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

13 (d) The Judgment, copies of which are in the possession of Little Rock and believed to
14 be in the possession of every other party to the AVG Cases, including Granite;

15 Deeds showing Little Rock’s ownership of Leased Property, copies of which are in
16 the possession of Little Rock; and

17 The requested information may also be found in the documents produced by Little
18 Rock and/or already in the possession of Granite, including without limitation, written
19 correspondence between the parties and the evidence entered in, papers filed in and record of the
20 proceedings in the AVG Cases. However, specifically identifying each document responsive to
21 this Interrogatory would require the preparation of a compilation, abstract, audit and/or summary
22 of a voluminous number of documents that are in both Little Rock’s and Granite’s possession. As
23 such a preparation would be substantially burdensome and costly to both Little Rock and Granite,
24 Little Rock hereby offers to permit review of the documents that have been produced or are being
25 concurrently produced herewith. *Code of Civil Procedure* section 2030.230; *Brotsky v. State Bar*
26 *of California* (1962) 57 Cal.2d 287.

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- 1 (a) 8
- 2 (b) Little Rock lacks sufficient information to admit when Granite purchased the land
- 3 adjacent to the Leased Land.
- 4 (c) Not applicable.
- 5 (d) Not applicable.
- 6
- 7 (a) 9
- 8 (b) Little Rock lacks sufficient information to admit the size of the land Granite
- 9 purchased that is adjacent to the Leased Land or the date on which Granite first owned the adjacent
- 10 land.
- 11 (c) Not applicable.
- 12 (d) Not applicable.
- 13
- 14 (a) 10
- 15 (b) The definition of “comprise” is “to consist of” or “be made up of.” See *Merriam-*
- 16 *Webster Online Dictionary*. Granite does not own the Leased Land, and as such, Granite’s “Little
- 17 Rock Quarry” cannot be made up of, in part or otherwise, the Leased Land.
- 18 Additionally, Little Rock is not aware that Granite has engaged in any quarrying
- 19 operations on its land adjacent to the Leased Land, and on information and belief, Little Rock
- 20 contends that, through the date judgment was entered in the AVG Cases and most likely to date,
- 21 Granite has not engaged in any quarrying operations on its land adjacent to the Leased Land.
- 22 Thus, Granite’s quarrying operations have only occurred on the Leased Land.
- 23 (c) George Lane, President of Little Rock Sand and Gravel, Inc., who may be
- 24 contacted through Little Rock’s counsel of record; and
- 25 Various employees, officers and directors of Granite, including, without limitation,
- 26 William Taylor, Steven McCracken, Dennis Atkinson, James Roberts, William Dorey, A.V. Otjen,
- 27 Bruce Mazzei and Richard Solari.

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1 (d) The Lease, copies of which are in the possession of Little Rock and Granite; and
2 Deeds showing Little Rock's ownership of Leased Property, copies of which are in
3 the possession of Little Rock.

4
5 (a) 11

6 (b) The parties to the AVG Cases, including Little Rock and Granite, never reached an
7 agreement that any portion of the 234 acre-feet allocated to "Granite Construction Company
8 (Little Rock Sand and Gravel, Inc.)" under the Judgment belongs to Granite. Rather, at the time
9 the Judgment was entered, the issue of who, between Little Rock and Granite, owns the 234 acre-
10 feet allocation remained undetermined.

11 (c) 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 AVG Cases, whose contact information already known by
16 or equally available to Granite.

17 (d) The Judgment, copies of which are in the possession of Little Rock and believed to
18 be in the possession of every other party to the Antelope Valley Groundwater Cases, including
19 Granite.

20 The requested information may also be found in the documents produced by Little
21 Rock and/or already in the possession of Granite, including without limitation, written
22 correspondence between the parties and the evidence entered in, papers filed in and record of the
23 proceedings in the AVG Cases. However, specifically identifying each document responsive to
24 this Interrogatory would require the preparation of a compilation, abstract, audit and/or summary
25 of a voluminous number of documents that are in both Little Rock's and Granite's possession. As
26 such a preparation would be substantially burdensome and costly to both Little Rock and Granite,
27 Little Rock hereby offers to permit review of the documents that have been produced or are being

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1 concurrently produced herewith. *Code of Civil Procedure* section 2030.230; *Brotsky v. State Bar*
2 *of California* (1962) 57 Cal.2d 287.

3
4 (a) 12

5 (b) Little Rock lacks sufficient information to admit that Granite amended its Mining
6 and Reclamation Plan in 2011 to include its land adjacent to the Leased Land within its quarry
7 operations with Little Rock's knowledge and consent.

8 (c) Not applicable.

9 (d) Not applicable.

10
11 (a) 13

12 (b) During the Phase 4 Trial in the AVG Cases, for the years of 2011 and 2012,
13 Granite introduced evidence of its pumping of groundwater from wells located on the Leased Land
14 and its use of that water on the Leased Land. Granite did not introduce any evidence of its
15 pumping of groundwater from the Adjacent Land or its use of groundwater on the Adjacent Land.

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

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

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

22 (d) The requested information may be found in the documents produced by Little Rock
23 and/or already in the possession of Granite, including without limitation, the evidence entered in,
24 papers filed in and record of the proceedings in the AVG Cases. However, specifically identifying
25 each document responsive to this Interrogatory would require the preparation of a compilation,
26 abstract, audit and/or summary of a voluminous number of documents that are in both Little
27 Rock's and Granite's possession. As such a preparation would be substantially burdensome and
28 costly to both Little Rock and Granite, Little Rock hereby offers to permit review of the

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documents that have been produced or are being concurrently produced herewith. *Code of Civil Procedure* section 2030.230; *Brotsky v. State Bar of California* (1962) 57 Cal.2d 287.

(a) 14

(b) Little Rock is the owner and lessor of the Leased Land, and since 1987, Granite has been the lessee of the Leased Land. Since 1987, pursuant to the terms and conditions of the Lease, Granite has pumped groundwater from wells located on the Leased Land and used that water on the Leased Land. As the lessee, Granite's historic pumping of groundwater from the Leased Land and use of that water on the Leased Land are legally considered to be the pumping of groundwater from the Leased Land and use of that water on the Leased Land by the landowner and lessor, Little Rock. Thus, the evidence that Granite offered in the AVG Cases of its historic pumping of groundwater from the Leased Land and use of that water on the Leased Land are evidence of Little Rock's historic pumping of groundwater from the Leased Land and use of that water on the Leased Land.

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

Various employees, officers and directors of Granite, including, without limitation, William Taylor, Steven McCracken, Dennis Atkinson, James Roberts, William Dorey, A.V. Otjen, Bruce Mazzei and Richard Solari; and

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

(d) The Lease, copies of which are in the possession of Little Rock and Granite; Deeds showing Little Rock's ownership of Leased Property, copies of which are in the possession of Little Rock; and

Records of Granite's pumping of groundwater from the wells located on the Leased Property, copies of which are believed to be in the possession of Granite.

The requested information may also be found in the documents produced by Little Rock and/or already in the possession of Granite, including without limitation, the evidence

1 entered in, papers filed in and record of the proceedings in the AVG Cases. However, specifically
2 identifying each document responsive to this Interrogatory would require the preparation of a
3 compilation, abstract, audit and/or summary of a voluminous number of documents that are in
4 both Little Rock's and Granite's possession. As such a preparation would be substantially
5 burdensome and costly to both Little Rock and Granite, Little Rock hereby offers to permit review
6 of the documents that have been produced or are being concurrently produced herewith. *Code of*
7 *Civil Procedure* section 2030.230; *Brotsky v. State Bar of California* (1962) 57 Cal.2d 287.

8
9 (a) 15

10 (b) Little Rock is the owner and lessor of the Leased Land, and since 1987, Granite has
11 been the lessee of the Leased Land. Since 1987, pursuant to the terms and conditions of the Lease,
12 Granite has pumped groundwater from wells located on the Leased Land and used that water on
13 the Leased Land. As the lessee, Granite's historic pumping of groundwater from the Leased Land
14 and use of that water on the Leased Land are legally considered to be the pumping of groundwater
15 from the Leased Land and use of that water on the Leased Land by the landowner and lessor,
16 Little Rock. Thus, since at least 1987, Little Rock, through Granite's quarry operation, has put
17 groundwater extracted from the Leased Land to a reasonable and beneficial use on the Leased
18 Land.

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

21 Various employees, officers and directors of Granite, including, without limitation,
22 William Taylor, Steven McCracken, Dennis Atkinson, James Roberts, William Dorey, A.V. Otjen,
23 Bruce Mazzei and Richard Solari; and

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

26 (d) The Lease, copies of which are in the possession of Little Rock and Granite;
27 Deeds showing Little Rock's ownership of Leased Property, copies of which are in
28 the possession of Little Rock; and

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1 Records of Granite's pumping of groundwater from the wells located on the Leased
2 Property, copies of which are believed to be in the possession of Granite.

3 The requested information may also be found in the documents produced by Little
4 Rock and/or already in the possession of Granite, including without limitation, the evidence
5 entered in, papers filed in and record of the proceedings in the AVG Cases. However, specifically
6 identifying each document responsive to this Interrogatory would require the preparation of a
7 compilation, abstract, audit and/or summary of a voluminous number of documents that are in
8 both Little Rock's and Granite's possession. As such a preparation would be substantially
9 burdensome and costly to both Little Rock and Granite, Little Rock hereby offers to permit review
10 of the documents that have been produced or are being concurrently produced herewith. *Code of*
11 *Civil Procedure* section 2030.230; *Brotsky v. State Bar of California* (1962) 57 Cal.2d 287.

12
13 (a) 16

14 (b) Little Rock never agreed with Granite, orally or otherwise, to allocated to Granite
15 any portion of the 234 acre-feet of water allocated to "Granite Construction Company (Little Rock
16 Sand and Gravel, Inc.)" in the Judgment.

17 (c) 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 (d) The requested information may be found in the documents produced by Little Rock
24 and/or already in the possession of Granite, including without limitation, written correspondence
25 between the parties and the evidence entered in, papers filed in and record of the proceedings in
26 the AVG Cases. However, specifically identifying each document responsive to this Interrogatory
27 would require the preparation of a compilation, abstract, audit and/or summary of a voluminous
28 number of documents that are in both Little Rock's and Granite's possession. As such a

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1 preparation would be substantially burdensome and costly to both Little Rock and Granite, Little
2 Rock hereby offers to permit review of the documents that have been produced or are being
3 concurrently produced herewith. *Code of Civil Procedure* section 2030.230; *Brotsky v. State Bar*
4 *of California* (1962) 57 Cal.2d 287.

5
6 (a) 17

7 (b) Little Rock never agreed with Granite, orally or otherwise, to allocated to Granite
8 any portion of the 234 acre-feet of water allocated to “Granite Construction Company (Little Rock
9 Sand and Gravel, Inc.)” in the Judgment. As there was no such agreement, Little Rock and
10 Granite did not advise the other parties to the AVG Cases that they had reached an agreement
11 regarding an apportionment of the 234 acre-feet allocation of groundwater between them.

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

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

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

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19 and/or already in the possession of Granite, including without limitation, written correspondence
20 between the parties and the evidence entered in, papers filed in and record of the proceedings in
21 the AVG Cases. However, specifically identifying each document responsive to this Interrogatory
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23 number of documents that are in both Little Rock’s and Granite’s possession. As such a
24 preparation would be substantially burdensome and costly to both Little Rock and Granite, Little
25 Rock hereby offers to permit review of the documents that have been produced or are being
26 concurrently produced herewith. *Code of Civil Procedure* section 2030.230; *Brotsky v. State Bar*
27 *of California* (1962) 57 Cal.2d 287.

1 (a) 19

2 (b) The parties to the AVG Cases, including Little Rock and Granite, never reached an
3 agreement to allocate a water supply of 234 acre-feet to Granite for the operation of its quarry on
4 the Leased Land. The Judgment, which is based on the parties' stipulation, expressly allocated
5 234 acre-feet of groundwater to "Granite Construction Company (Little Rock Sand and Gravel,
6 Inc.)".

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

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

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

13 (d) The requested information may be found in the documents produced by Little Rock
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20 Rock hereby offers to permit review of the documents that have been produced or are being
21 concurrently produced herewith. *Code of Civil Procedure* section 2030.230; *Brotsky v. State Bar*
22 *of California* (1962) 57 Cal.2d 287.

23

24 (a) 20

25 (b) Little Rock and Granite, whether through their respective counsel or otherwise,
26 never agreed to an apportionment between them of the 234 acre-feet allocated to "Granite
27 Construction Company (Little Rock Sand and Gravel, Inc.)" in the Judgment.

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1 (c) George Lane, President of Little Rock Sand and Gravel, Inc., who may be
2 contacted George Lane, President of Little Rock Sand and Gravel, Inc., who may be contacted
3 through Little Rock's counsel of record;

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

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

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16 concurrently produced herewith. *Code of Civil Procedure* section 2030.230; *Brotsky v. State Bar*
17 *of California* (1962) 57 Cal.2d 287.

18
19 (a) 21

20 (b) Little Rock and Granite, whether through their respective counsel or otherwise,
21 never agreed to an apportionment between them of the 234 acre-feet allocated to "Granite
22 Construction Company (Little Rock Sand and Gravel, Inc.)" in the Judgment.

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

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

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

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8 Rock hereby offers to permit review of the documents that have been produced or are being
9 concurrently produced herewith. *Code of Civil Procedure* section 2030.230; *Brotsky v. State Bar*
10 *of California* (1962) 57 Cal.2d 287.

11
12 (a) 22

13 (b) Little Rock does not have sufficient information to admit that attorneys for all
14 parties to the AVG Cases appeared at the April 4, 2012, hearing. Additionally, the settlement
15 announced to the Court on April 4, 2012, was not "global" in the sense that the parties to the ACG
16 Cases did not reach an agreement as to who, between Little Rock and Granite, owns the 234 acre-
17 feet allocated to "Granite Construction Company (Little Rock Sand and Gravel, Inc.)" in the
18 Judgment.

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

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

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

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4 Rock hereby offers to permit review of the documents that have been produced or are being
5 concurrently produced herewith. *Code of Civil Procedure* section 2030.230; *Brotsky v. State Bar*
6 *of California* (1962) 57 Cal.2d 287.

7
8 Discovery and investigation are ongoing, and as such, Little Rock reserves the right to
9 amend and/or supplement this Response if and when it discovers further responsive information.

10 **FORM INTERROGATORY NO. 20.11:**

11 State the name, ADDRESS, and telephone number of each owner and each PERSON who
12 has had possession since the INCIDENT of each vehicle involved in the INCIDENT.

13 **RESPONSE TO FORM INTERROGATORY NO. 20.11:**

14 Little Rock objects to this Interrogatory on the ground that it requests information that is
15 neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, as this
16 dispute does not involve any "vehicle." Additionally, Little Rock objects to this Interrogatory on
17 the ground that the defined term "INCIDENT" renders this Interrogatory vague and ambiguous.
18 Specifically, Little Rock's First Amended Complaint does not allege a single event or series of
19 events that gave rise to its claims for quiet title and declaratory relief, but rather, alleges that Little
20 Rock believes that Granite intends to unlawfully take or misappropriate Little Rock's groundwater
21 rights in violation of the lease under which Granite has leased Little Rock's land since 1987.

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1 Within the scope of these allegations, Little Rock cannot comprehend what exactly is being asked
2 of it by this Interrogatory.

3
4 DATED: November 17, 2017

MUSICK, PEELER & GARRETT LLP

5
6 By: 

7 Theodore A. Chester, Jr.

8 Stephen R. Isbell

9 Attorneys for Plaintiff LITTLE ROCK SAND
10 AND GRAVEL, INC.

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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

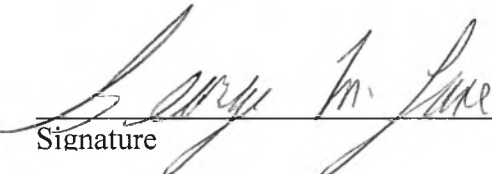
I have read the foregoing **RESPONSE TO FORM INTERROGATORIES, SET ONE PROPOUNDED BY GRANITE CONSTRUCTION COMPANY** and know its contents.

☒ 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 November 13 2017, 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

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**STATE OF CALIFORNIA,
COUNTY OF ORANGE**

On November 17, 2017, I served the foregoing document described as: **RESPONSE TO FORM INTERROGATORIES, SET ONE, PROPOUNDED BY GRANITE CONSTRUCTION COMPANY** on the interested parties in this action by posting the document listed above to the <http://www.avwatermaster.org> website in regard to the Antelope Valley Groundwater Adjudication matter, pursuant to the Electronic Filing and Service Standing Order of Judge Komar and through the OneLegal website (www.onelegal.com).

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

/s/	Judy Jacobs
	Judy Jacobs