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

Judicial Counsel Coordination No. 4408

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

**RESPONSE TO REQUESTS FOR**  
**ADMISSION, 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 2033.210, *et seq.*, LITTLE  
5 ROCK SAND AND GRAVEL, INC. ("Responding Party" or "Little Rock"), hereby responds to  
6 REQUESTS FOR ADMISSION, SET ONE, propounded by GRANITE CONSTRUCTION  
7 COMPANY ("Propounding Party" or "Granite") as follows:

8 **PRELIMINARY STATEMENT**

9 The following Responses are made solely for the purpose of this action. Each Response is  
10 subject to any and all objections to competency, relevance, materiality, propriety, and  
11 admissibility. All objections are reserved and may be asserted at the appropriate time, including  
12 trial and/or any evidentiary hearings. The Responses are based upon information presently  
13 available to Responding Party. The fact that Responding Party has responded to or objected to  
14 any Request should not be taken as an admission that the Request or Response thereto constitutes  
15 admissible evidence. The mere fact that Responding Party has responded to part of or all of any  
16 Request shall not constitute a waiver by Responding Party of any objections to the Request.

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

24 **GENERAL OBJECTIONS**

25 Responding Party objects to the Requests for Admission to the extent they request any  
26 information protected by any privilege, including the attorney-client privilege and attorney work  
27 product doctrine. In particular, without waiving the generality of this objection, writings  
28 transmitted by or between Responding Party (or its principals or agents) and its counsel or

1 prepared and/or maintained internally by counsel, or prepared and/or maintained by Responding  
2 Party in contemplation or in connection with litigation, will not be referred to in these responses.

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4 **RESPONSES TO REQUESTS FOR ADMISSION**

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

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

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

11 Little Rock admits that the parties to the Antelope Valley Groundwater Cases entered into  
12 an agreement regarding the allocation of the Native Safe Yield of the Basin among themselves, but  
13 that agreement did not include an agreement as to who, between Little Rock and Granite, owns the  
14 234 acre-feet allocated to "Granite Construction Company (Little Rock Sand and Gravel, Inc.)" in  
15 Exhibit 4 to the Judgment and Physical Solution entered in the Antelope Valley Groundwater  
16 Cases.

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

18 YOU signed the Stipulation for Entry of Judgment and Physical Solution on or about  
19 December 24, 2014.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

21 Admit.

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

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

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

26 Admit.

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

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

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 4:**

6 Admit that Judgment and Physical Solution entered in the Antelope Valley Groundwater  
7 Cases allocated 234 acre-feet of groundwater to “Granite Construction Company (Little Rock  
8 Sand and Gravel, Inc.)”. Except as expressly admitted, Little Rock denies this Request.

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

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

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

14 Admit that Judgment and Physical Solution entered in the Antelope Valley Groundwater  
15 Cases allocated 234 acre-feet of groundwater to “Granite Construction Company (Little Rock  
16 Sand and Gravel, Inc.)”. Except as expressly admitted, Little Rock denies this Request.

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

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

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

22 Deny.

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

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

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

26 Admit.

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

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

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

2 On information and belief, Little Rock admits that Granite purchased and owns land  
3 adjacent to the land that Little Rock has leased to Granite since 1987. Little Rock lacks sufficient  
4 information to respond to the remainder of this Request, and thus, except as otherwise admitted,  
5 Little Rock denies this Request.

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

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

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 9:**

10 On information and belief, Little Rock admits that Granite owns land immediately adjacent  
11 to the land that Little Rock has leased to Granite since 1987. Little Rock lacks sufficient  
12 information to respond to the remainder of this Request, and thus, except as otherwise admitted,  
13 Little Rock denies this Request.

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

15 GRANITE'S Little Rock Quarry is comprised of both GRANITE'S property adjacent to  
16 the LITTLE ROCK PROPERTY and the LITTLE ROCK PROPERTY.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 10:**

18 Little Rock objects to this Request on the ground that the term "comprised" renders this  
19 Request vague and ambiguous. Additionally, Little Rock objects to this Request on the ground  
20 that the undefined term "Little Rock Quarry" is vague and ambiguous. Without waiving this  
21 objection, Little Rock responds as follows:

22 Little Rock admits that Granite operates its quarrying business on the land that Little Rock  
23 has leased to Granite since 1987. Little Rock lacks sufficient information to respond to the  
24 remainder of this Request, and thus, except as otherwise admitted, Little Rock denies this Request.

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

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

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 11:**

2 Deny.

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

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

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 12:**

8 Little Rock objects to this Request on the ground that it requests information that is neither  
9 relevant nor reasonably calculated to lead to the discovery of admissible evidence. Without  
10 waiving this objection, Little Rock responds as follows:

11 Little Rock lacks sufficient information to respond to this Request and, thus, denies this  
12 Request.

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

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

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

17 Little Rock objects to this Request on the ground that the undefined term "Little Rock  
18 Quarry" is vague and ambiguous. Without waiving this objection, Little Rock responds as  
19 follows:

20 Little Rock admits that, during the Phase 4 Trial in the Antelope Valley Groundwater  
21 Cases, Granite introduced evidence of its 2011 and 2012 pumping and use of groundwater from  
22 the land that Little Rock has leased to Granite since 1987, which land has been and still is used by  
23 Granite in the operation of its quarrying business. Except as expressly admitted, Little Rock  
24 denies this Request.

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

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

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1 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

2 Little Rock objects to this Request on the ground that it requests information that is neither  
3 relevant nor reasonably calculated to lead to the discovery of admissible evidence. Without  
4 waiving this objection, Little Rock responds as follows:

5 Deny.

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

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

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

10 Deny.

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

12 During settlement negotiations in the AVG CASES, LITTLE ROCK and GRANITE orally  
13 agreed to allocate the 234 acre-feet of water allocated to “Granite Construction Company (Little  
14 Rock Sand and Gravel, Inc.)” in the Judgment and Physical Solution adopted in the AVG CASES  
15 100 acre-feet to Granite, 134 acre-feet to LITTLE ROCK.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:**

17 Little Rock objects to this Request on the ground that it demands confidential information  
18 regarding settlement communications. *Evidence Code* § 1152. Without waiving this objection,  
19 Little Rock responds as follows:

20 Deny.

21 **REQUEST FOR ADMISSION NO. 17:**

22 During settlement negotiations in the AVG CASES, LITTLE ROCK and GRANITE  
23 advised the other settling parties that GRANITE and LITTLE ROCK had reached an agreement on  
24 allocation between them of the 234 acre-feet of water allocated to “Granite Construction Company  
25 (Little Rock Sand and Gravel, Inc.)” in the Judgment and Physical Solution adopted in the AVG  
26 CASES.

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1 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

2 Little Rock objects to this Request on the ground that it demands confidential information  
3 regarding settlement communications. *Evidence Code* § 1152. Without waiving this objection,  
4 Little Rock responds as follows:

5 Little Rock denies that it ever reached any agreement with Granite regarding the allocation  
6 between them of the 234 acre-feet of water allocated to “Granite Construction Company (Little  
7 Rock Sand and Gravel, Inc.)” in the Judgment and Physical Solution adopted in the Antelope  
8 Valley Groundwater Cases.

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

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

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:**

14 Little Rock objects to this Request on the ground that it requests information that is neither  
15 relevant nor reasonably calculated to lead to the discovery of admissible evidence. Without  
16 waiving this objection, Little Rock responds as follows:

17 Admit.

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

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

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 19:**

23 Little Rock objects to this Request on the ground that it demands confidential information  
24 regarding settlement communications. *Evidence Code* § 1152. Without waiving this objection,  
25 Little Rock responds as follows:

26 Deny.

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

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

5 **RESPONSE TO REQUEST FOR ADMISSION NO. 20:**

6 Little Rock objects to this Request on the ground that it demands confidential information  
7 regarding settlement communications. *Evidence Code* § 1152. Without waiving this objection,  
8 Little Rock responds as follows:

9 Deny.

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

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

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

16 Little Rock objects to this Request on the ground that it demands confidential information  
17 regarding settlement communications. *Evidence Code* § 1152. Without waiving this objection,  
18 Little Rock responds as follows:

19 Deny.

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

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

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 22:**

24 Little Rock objects to this Request on the ground that the term “counsel” is vague and  
25 ambiguous to the extent that Little Rock is unclear of what exactly is being asked to be admitted  
26 by it. Without waiving this objection, Little Rock responds as follows:

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1 Little Rock admits that, on April 4, 2012, attorneys for many of the parties to the Antelope  
2 Valley Groundwater Cases appeared before the Court and announced that the parties had reached a  
3 settlement. Except as expressly admitted, Little Rock denies this Request.  
4

5 DATED: November 17, 2017

MUSICK, PEELER & GARRETT LLP

6  
7 By:

  
Theodore A. Chester, Jr.

Stephen R. Isbell

Attorneys for Plaintiff LITTLE ROCK SAND  
AND GRAVEL, INC.  
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**VERIFICATION**

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

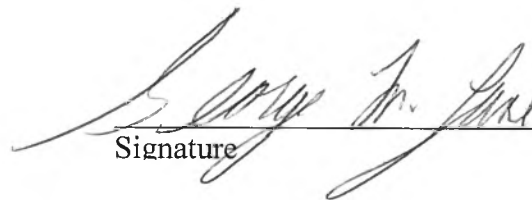
I have read the foregoing **RESPONSE TO REQUESTS FOR ADMISSION, SET ONE PROPOUNDED BY GRANITE CONSTRUCTION COMPANY** and know its contents.

☒ 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 REQUEST FOR ADMISSIONS, 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](http://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