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13 Attorneys for LITTLE ROCK SAND AND GRAVEL, INC.

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

17 **ANTELOPE VALLEY GROUNDWATER**
18 **CASES**

19 **INCLUDED ACTIONS:**

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

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

28 Wm. Bolthouse Farms, Inc. v. City of
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

Judicial Counsel Coordination No. 4408

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

**RESPONSE TO SPECIAL
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 SPECIAL 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 time of trial. The
15 responses are based upon information presently available to Responding Party. The fact that
16 Responding Party has responded to or objected to any Interrogatory should not be taken as an
17 admission that the Interrogatory or response thereto constitutes admissible evidence. The mere
18 fact that Responding Party has responded to part of, or all of, any Interrogatory is not intended to
19 be, and shall not constitute a waiver by Responding Party of any objections to the Interrogatory.

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

26 **GENERAL OBJECTIONS**

27 Responding Party objects to the Special Interrogatories to the extent they request
28 any information protected by any privilege, including the attorney-client privilege and attorney

work product doctrine. In particular, without waiving the generality of this objection, writings transmitted by or between Responding Party (or its principals or agents) and its counsel or prepared and/or maintained internally by counsel, or prepared and/or maintained by Responding Party in contemplation or in connection with litigation, will not be referred to in these responses.

RESPONSES TO SPECIAL INTERROGATORIES

SPECIAL INTERROGATORY NO. 1:

Do YOU contend that GRANITE breached any provision of the LEASE?

RESPONSE TO SPECIAL INTERROGATORY NO. 17.1:

At this time, Little Rock Sand and Gravel, Inc. ("Little Rock") does not contend that Granite Construction Company ("Granite") has breached the Lease.

SPECIAL INTERROGATORY NO. 2:

If YOU contend that GRANITE breached any provision of the LEASE, quote the express language of the LEASE that YOU contend GRANITE breached.

RESPONSE TO SPECIAL INTERROGATORY NO. 2:

Not applicable.

SPECIAL INTERROGATORY NO. 3:

If YOU contend that GRANITE breached any provision of the LEASE, state the date of GRANITE'S alleged breach.

RESPONSE TO SPECIAL INTERROGATORY NO. 3:

Not applicable.

SPECIAL INTERROGATORY NO. 4:

If YOU contend that GRANITE breached any provision of the LEASE, state in detail all facts supporting YOUR contention.

RESPONSE TO SPECIAL INTERROGATORY NO. 4:

Not applicable.

SPECIAL INTERROGATORY NO. 5:

If YOU contend that GRANITE breached any provision of the LEASE, identify all DOCUMENTS supporting YOUR contention.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

2 Not applicable.

3 **SPECIAL INTERROGATORY NO. 6:**

4 Has any representative of GRANITE informed YOU that GRANITE intends to pump and
5 use all of the 234 AF of groundwater allocated to “Granite Construction Company (Little Rock
6 Sand and Gravel, Inc.)” indefinitely, including after the expiration of the LEASE?

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

8 Little Rock objects to this interrogatory on the ground that the term “informed” is vague
9 and ambiguous. Without waiving this objection, Little Rock responds as follows:

10 No representative of Granite has stated to Little Rock that it “intends to pump and use all
11 of the 234 AF of groundwater allocated to ‘Granite Construction Company (Little Rock Sand and
12 Gravel, Inc.)’ indefinitely, including after the expiration of the Lease” However, Granite’s actions
13 in the Antelope Valley Groundwater Cases (“AVG Cases”) indicate that Granite intends to use all
14 of the 234 AF of groundwater allocated to “Granite Construction Company (Little Rock Sand and
15 Gravel, Inc.)” indefinitely, including after the expiration of the Lease. Those actions include (1)
16 Granite’s introduction of evidence of the amount of groundwater it historically pumped from the
17 land it leases from Little Rock in an attempt to obtain an allocation of groundwater in the AVG
18 Cases based on water pumped from the land that it leases, and (2) Granite’s refusal throughout the
19 AVG Cases to recognize and accept that the groundwater allocation based on water pumped from
20 the land that Little Rock leases to Granite belongs to the lessor and landowner, Little Rock.

21 **SPECIAL INTERROGATORY NO. 7:**

22 If any representative of GRANITE has informed YOU that GRANITE intends to pump
23 and use all of the 234 AF of groundwater allocated to “Granite Construction Company (Little
24 Rock Sand and Gravel, Inc.)” indefinitely, including after the expiration of the LEASE, state
25 verbatim what the representative of GRANITE said.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

27 Little Rock objects to this interrogatory on the ground that the term “informed” is vague
28 and ambiguous. Without waiving this objection, Little Rock responds as follows:

1 Not applicable. See Response to Special Interrogatory No. 6.

2 **SPECIAL INTERROGATORY NO. 8:**

3 If any representative of GRANITE has informed YOU that GRANITE intends to pump
4 and use all of the 234 AF of groundwater allocated to “Granite Construction Company (Little
5 Rock Sand and Gravel, Inc.)” indefinitely, including after the expiration of the LEASE, state the
6 date the representative of GRANITE so informed YOU.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

8 Little Rock objects to this interrogatory on the ground that the term “informed” is vague
9 and ambiguous. Without waiving this objection, Little Rock responds as follows:

10 Not applicable. See Response to Special Interrogatory No. 6.

11 **SPECIAL INTERROGATORY NO. 9:**

12 If any representative of GRANITE has informed YOU that GRANITE intends to pump
13 and use all of the 234 AF of groundwater allocated to “Granite Construction Company (Little
14 Rock Sand and Gravel, Inc.)” indefinitely, including after the expiration of the LEASE, identify all
15 DOCUMENTS reflecting or containing any such statement by any GRANITE representative.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

17 Little Rock objects to this interrogatory on the ground that the term “informed” is vague
18 and ambiguous. Without waiving this objection, Little Rock responds as follows:

19 Not applicable. See Response to Special Interrogatory No. 6.

20 **SPECIAL INTERROGATORY NO. 10:**

21 State in detail all facts that support YOUR allegation in paragraph 21 of YOUR Verified
22 First Amended Complaint “that Defendant GRANITE intends to pump and use all of the
23 Allocated Groundwater indefinitely, including after the expiration of the Lease . . .”

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

25 Granite’s actions in the AVG Cases indicate that Granite intends to use all of the 234 AF
26 of groundwater allocated to “Granite Construction Company (Little Rock Sand and Gravel, Inc.)”
27 indefinitely, including after expiration of the Lease. Those actions include (1) Granite’s
28 introduction of evidence of the amount of groundwater it historically pumped from the land it

1 leases from Little Rock in an attempt to obtain an allocation of groundwater in the AVG Cases
2 based on water pumped from the land it leases, and (2) Granite's refusal throughout the AVG
3 Cases to recognize and accept that the groundwater allocation based on water pumped from the
4 land that Little Rock leases to Granite belongs to the lessor and landowner, Little Rock.
5 Furthermore, the fact that Granite owns land in the Antelope Valley from which it has never
6 pumped any groundwater indicates that Granite intends to obtain a groundwater allocation in the
7 AVG Cases based on its historic pumping on the land leased from Little Rock and, thereafter, use
8 that allocation on the land it owns.

9 **SPECIAL INTERROGATORY NO. 11:**

10 Identify, by name, address, telephone number and email address, all PERSONS that YOU
11 believe have knowledge of facts supporting YOUR allegation "that Defendant GRANITE intends
12 to pump and use all of the Allocated Groundwater indefinitely, including after the expiration of the
13 Lease . . ."

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

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

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

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

21 **SPECIAL INTERROGATORY NO. 12:**

22 Identify all DOCUMENTS that support YOUR allegation "that Defendant GRANITE
23 intends to pump and use all of the Allocated Groundwater indefinitely, including after the
24 expiration of the Lease . . ."

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

26 The requested information may be found in the documents produced by Little Rock and/or
27 already in the possession of Granite, including without limitation, written correspondence between
28 the parties and the evidence entered in, papers filed in and record of the proceedings in the AVG

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

7 **SPECIAL INTERROGATORY NO. 13:**

8 State in detail all facts that support YOUR allegation in paragraph 21 of YOUR Verified
9 First Amended Complaint "that Defendant GRANITE intends to use all of the Allocated
10 Groundwater to operate quarries and/or mines located outside of the Little Rock Property,
11 including quarries and/or mines on the Adjacent Property and Big Rock Property."

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

13 Granite's actions in the AVG Cases indicate that Granite intends to use all of the 234 AF
14 of groundwater allocated to "Granite Construction Company (Little Rock Sand and Gravel, Inc.)"
15 indefinitely, including after expiration of the Lease. Those actions include (1) Granite's
16 introduction of evidence of the amount of groundwater it historically pumped from the land it
17 leases from Little Rock in an attempt to obtain an allocation of groundwater in the AVG Cases
18 based on water pumped from the land it leases, and (2) Granite's refusal throughout the AVG
19 Cases to recognize and accept that the groundwater allocation based on water pumped from the
20 land that Little Rock leases to Granite belongs to the lessor and landowner, Little Rock.
21 Furthermore, the fact that Granite owns land in the Antelope Valley from which it has never
22 pumped any groundwater indicates that Granite intends to obtain a groundwater allocation in the
23 AVG Cases based on its historic pumping on the land leased from Little Rock and, thereafter, use
24 that allocation on the land it owns.

25 **SPECIAL INTERROGATORY NO. 14:**

26 Identify, by name, address, telephone number and email address, all PERSONS that YOU
27 believe have knowledge of facts supporting YOUR allegation "that Defendant GRANITE intends
28 to use all of the Allocated Groundwater to operate quarries and/or mines located outside of the

1 Little Rock Property, including quarries and/or mines on the Adjacent Property and Big Rock
2 Property.”

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

4 George Lane, President of Little Rock Sand and Gravel, Inc., who may be contacted
5 through Little Rock’s counsel of record;

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

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

10 **SPECIAL INTERROGATORY NO. 15:**

11 Identify all DOCUMENTS that support YOUR allegation “that Defendant GRANITE
12 intends to use all of the Allocated Groundwater to operate quarries and/or mines located outside of
13 the Little Rock Property, including quarries and/or mines on the Adjacent Property and Big Rock
14 Property.”

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

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

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1 to permit review of the documents that have already been produced by it. *Code of Civil Procedure*
2 section 2030.230; *Brotsky v. State Bar of California* (1962) 57 Cal.2d 287.

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4 DATED: January 12, 2018

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

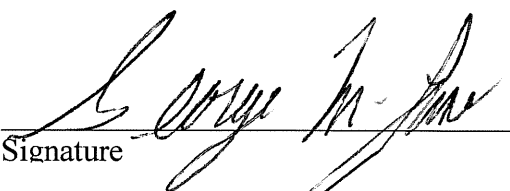
I have read the foregoing **RESPONSE TO SPECIAL INTERROGATORIES, SET ONE, PROPOUNDED BY GRANITE CONSTRUCTION COMPANY** and know its contents.

☒ 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 10, 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

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

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

Attorneys for Granite Construction Company:
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P.O. Box 2205
Bakersfield, CA 93303

Executed on January 12, 2018, at Costa Mesa, California.

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