

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION**

**FAZZINO INVESTMENTS, LP
for itself and all others similarly situated,**

PLAINTIFFS

V.

**BRAZOS VALLEY GROUNDWATER
CONSERVATION DISTRICT,**

DEFENDANT

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CASE NO. 6:25-CV-0001-ADA-DTG

**PLAINTIFF’S RESPONSES TO DEFENDANT’S
SECOND REQUESTS FOR PRODUCTION**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiff Fazzino Investments, LP (“Plaintiff”) hereby serves its Responses to Defendant’s Second Requests for Production. Plaintiff’s responses are based on information presently available to Plaintiff, which also reserves the right to modify, supplement, or amend its responses as additional information is discovered and at any time. Plaintiff is willing to meet and confer with Defendant regarding its responses to the Requests for Production.

Date: November 17, 2025

Respectfully submitted,

/s/ Marvin W. Jones

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Attorneys for Plaintiff and the Putative Class

CERTIFICATE OF SERVICE

I hereby certify that on November 17, 2025, I served a true and correct copy of Plaintiff's Objections and Responses to Defendant's Second Set of Requests for Production on Defendant's counsel via electronic mail.

/s/ Marvin W. Jones
Marvin W. Jones

GENERAL OBJECTIONS APPLICABLE TO ALL REQUESTS FOR PRODUCTION

1. Plaintiff objects to these Requests for Production as redundant to the extent it has already provided the requested information to Defendant in Plaintiff's Initial Disclosures and other communications.

2. Plaintiff objects to the Requests for Production, Instructions, and Definitions insofar as they purport to impose obligations on Plaintiff that are not imposed by, go beyond the scope of, and/or are otherwise inconsistent with the Federal Rules of Civil Procedure, the Western District of Texas Local Rules, or any applicable Court rules and/or orders.

3. Plaintiff objects to the Requests for Production insofar as they purport to request documents that are not within Plaintiff's possession, custody, or control.

4. Plaintiff objects to the Requests for Production insofar as they seek documents that are publicly available, equally available to Defendant, and/or otherwise available from a less burdensome source, including documents already in Defendant's possession, custody, or control, and therefore more, or at the very least, readily available to Defendant.

5. Plaintiff objects to these Requests for Production to the extent they seek or call Plaintiff to disclose documents protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other privilege, protection, or immunity applicable under the governing law, which Plaintiff will not produce. If Plaintiff does not assert a certain privilege objection to any specific Request for Production, it is because Plaintiff does not understand such Request for Production to seek privileged information. Any documents produced in response to these Requests for Production are produced without waiving, but on the contrary, reserving and intending to reserve, each of these privileges, protections, and immunities. Any accidental production of privileged documents is not intended as a waiver of any applicable privilege, protection, or immunity.

6. Plaintiff objects to the definition of "Fazzino," "You," and "Your" as overbroad, unduly burdensome, not proportional to the needs of the case, and/or seeking documents protected by

the attorney-client privilege, attorney work product doctrine, and other privileges because the terms purport to encompass entities and persons other than the Plaintiff, including Plaintiff's counsel and all other persons and entities worldwide "presently or formerly acting in concert with [a vague undefined term], under their (sic) direct or indirect control of [another vague undefined term], or on behalf of" Plaintiff. Subject to, and without waiving, these objections, Plaintiff will interpret "Fazzino," "You," and "Your" to solely mean the Plaintiff in this action.

7. Plaintiff objects to the definition of "Communication" and "Correspondence" as overly broad, unduly burdensome, not proportional to the needs of the case, and/or seeking documents protected by the attorney-client privilege, attorney work product doctrine, and other privileges to the extent the requested "communications" or "correspondence" originate on any device owned or controlled by Plaintiff's counsel. Plaintiff further objects to these definitions as vague because the last sentence in the definition is incomplete and unintelligible.

8. Plaintiff objects to Defendant's Instructions as overbroad, unduly burdensome, not proportional to the needs of the case, and/or purporting to impose obligations on Plaintiff that are not imposed by, go beyond the scope of, and/or are otherwise inconsistent with the Federal Rules of Civil Procedure and/or the Western District of Texas Local Rules.

9. Plaintiff objects to Defendant's Instruction purporting to preclude and/or limit Plaintiff's ability to object to all or a part of a Request for Production based on ambiguity. Plaintiff declines to follow Defendant's instruction (No. 7). The same objection applies to Defendant's Instruction Nos. 8 and 10 for the same reasons. Plaintiff will object and/or respond to Defendant's Requests for Production as it sees fit in accordance with the Federal Rules of Civil Procedure.

10. Plaintiff's investigation into the documents sought by these Requests for Production is ongoing and incomplete. Plaintiff, therefore, reserves the right to supplement or amend these objections and responses as further investigation and discovery occur. Plaintiff also reserves the right

to make use of, or introduce at any hearing or trial, documents and/or information responsive to these Requests for Production but discovered after the date of these responses.

11. If Plaintiff objects to any Request for Production as vague, Plaintiff is willing to meet and confer with Defendant for clarification regarding such request for Production. Plaintiff reserves the right to thereafter assert additional objections to the Request for Production based on Defendant's clarification.

**PLAINTIFF'S RESPONSES TO DEFENDANT'S
SECOND SET OF REQUESTS FOR PRODUCTION**

REQUEST FOR PRODUCTION NO. 36: Please produce the contracts or agreements identified in Plaintiffs' response to Defendant's Interrogatory No. 11.

RESPONSE: Defendant's Interrogatory No. 11 refers to Plaintiff's responses to Defendant's Requests for Admission No.s 7, 8, and 9. Defendant's Interrogatory No. 11 requests information with respect to "any and all contracts or agreements in place (current or expired), executed before or after September 14, 2023, with any party for the sale by you of Simsboro Aquifer groundwater underlying any real property identified in 2FAZZ00139-42 and/or referenced in Pls.' Orig. Class Action Compl. ¶ 6 and identify which contract(s) or agreement(s) corresponds to which tract or acreage of land." Plaintiff construes "and/or" to mean either both or either of two options and responds accordingly. Defendant's Request for Admission No. 7 asked Plaintiff to admit "that you did not have any contract in place with any party for the sale by you of Simsboro Aquifer groundwater underlying any real property referenced in paragraph 6 of Plaintiff's Original Class Action Complaint before September 14, 2023. Plaintiff denied that request for admission and produced an executed contract between it and UW Brazos Valley Farm pertaining to several tracts referenced in paragraph 6 of Plaintiff's Original Class Action Complaint, which recites that Plaintiff owns real property in Robertson County. Reference is made to Plaintiff's prior production of documents. Because the property referenced in 2FAZZ00139-42 was not included in the contractual agreement with UW Brazos Valley Farm. Accordingly, there are no further documents to produce in response to this request for production related to Request for Production No. 7. Defendant's Request for Admission No. 8 asked Plaintiff to admit "that you did not have any contract in place with any party for the sale by you of Simsboro Aquifer groundwater underlying any real property referenced in paragraph 6 of Plaintiff's Original Class Action Complaint from September 14, 2023, to present. Plaintiff denied that request for admission and produced an executed contract between it and UW Brazos Valley Farm pertaining to several tracts referenced in paragraph 6 of Plaintiff's Original Class Action Complaint, which recites that Plaintiff owns real property in Robertson County. Reference is made to Plaintiff's prior production of documents. The contract with UW Brazos Valley Farm with respect to the property described therein is still in effect. Because the property referenced in 2FAZZ00139-42 was not included in the contractual agreement with UW

Brazos Valley Farm. As a result of Defendant's change in Rules 6.1 and 7.1, UW Brazos Valley Farm is not interested in any sale of Plaintiff's Simsboro Aquifer groundwater underlying that tract, therefore there are no further documents to produce in response to this request for production. Defendant's Request for Admission No. 9 asked Plaintiff to admit "that you did not have any contract in place with any party for the sale by you of Simsboro Aquifer groundwater underlying any real property referenced in paragraph 6 of Plaintiff's Original Class Action Complaint. Plaintiff denied that request for admission and produced an executed contract between it and UW Brazos Valley Farm pertaining to several tracts referenced in paragraph 6 of Plaintiff's Original Class Action Complaint, which recites that Plaintiff owns real property in Robertson County. Reference is made to Plaintiff's prior production of documents. The contract with UW Brazos Valley Farm with respect to the property described therein is still in effect. The property referenced in 2FAZZ00139-42 was not included in the contractual agreement with UW Brazos Valley Farm. As a result of Defendant's change in Rules 6.1 and 7.1, UW Brazos Valley Farm is not interested in any sale of Plaintiff's Simsboro Aquifer groundwater underlying that tract, therefore there are no further documents to produce in response to this request for production.

REQUEST FOR PRODUCTION NO. 37: Please produce the contracts or agreements identified in Plaintiffs' response to Defendant's Interrogatory No. 12.

RESPONSE: Defendant's Interrogatory No. 12 refers to Plaintiff's response to Defendant's Request for Admission No.10. Defendant's Interrogatory No. 12 requests information with respect to "any and all contracts or agreements in place (current or expired), executed before or after September 14, 2023, with any party for the sale by you of Simsboro Aquifer groundwater underlying any real property identified in 2FAZZ00139-42 and/or referenced in Pls.' Orig. Class Action Compl. ¶ 6, and identify which contract(s) or agreement(s) corresponds to which tract or acreage of land." Plaintiff construes "and/or" to mean either both or either of two options and responds accordingly. Defendant's Request for Production No. 10 asked Plaintiff to admit that "did not have any contract in place with any party for the right of that party to lease, own, or develop Simsboro Aquifer groundwater underlying any real property referenced in paragraph 6 of Plaintiffs' Original Class Action Complaint before September 14, 2023." Plaintiff denied Request for Admission No. 10 because, as noted in response to Request for Production No. 36, Plaintiff did have a contract in place with UW Brazos Valley Farm pertaining to real property owned by Plaintiff in Robertson County, to which reference is made in paragraph 6 of Plaintiff's Original Class Action Complaint. The property referenced in 2FAZZ00139-42 was not included in the contractual agreement with UW Brazos Valley Farm. As a result of Defendant's change in Rules 6.1 and 7.1, UW Brazos Valley Farm is not interested in any sale of Plaintiff's Simsboro Aquifer groundwater underlying that tract, therefore there are no further documents to produce in response to this request for production.

REQUEST FOR PRODUCTION NO. 38: Please produce all communications, correspondence, notes of communications, or records of communications with David Lynch and/or any other person associated with UW Brazos Valley Farm, LLC, as referenced in Pls.' Supp. Resp. to Def.'s Interrogatory No. 4.

RESPONSE: As noted in Plaintiff's supplemental response to Interrogatory No. 4,

Plaintiff's communications with David Lynch have been oral. To the extent that such documents constitute records of those communications, Plaintiff's supplemental response to Interrogatory No. 4 refers to documents produced in connection with Plaintiff's supplemental response to Request for Production No. 3, to which reference is made.

REQUEST FOR PRODUCTION NO. 39: Please produce all permit applications which form the basis of or otherwise support your denial of Request for Admission No. 4 in Pls.' Supp. Resp. to Def.'s First Requests for Admission.

RESPONSE: Plaintiff did not deny Request for Admission No. 4.