

**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 INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Plaintiff Fazzino Investments, LP (“Plaintiff”) hereby serves its Objections and Responses to Defendant’s Second Set of Interrogatories. Plaintiff’s objections and responses are based on information presently available to Plaintiff, which also reserves the right to modify, supplement, or amend its objections, assert additional objections, and/or supplement its responses as additional information is discovered and at any time. Plaintiff is willing to meet and confer with Defendant regarding its objections and/or responses to the Interrogatories.

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 Interrogatories on Defendant's counsel via electronic mail.

/s/ Marvin W. Jones
Marvin W. Jones

GENERAL OBJECTIONS APPLICABLE TO ALL INTERROGATORIES

1. Plaintiff objects to these Interrogatories 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 Interrogatories, 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 Interrogatories insofar as they purport to request information that is not within Plaintiff's possession, custody, or control.

4. Plaintiff objects to the Interrogatories insofar as they seek information that is publicly available, equally available to Defendant, and/or otherwise available from a less burdensome source, including information 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 Interrogatories to the extent they seek or call Plaintiff to disclose information 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 disclose. If Plaintiff does not assert a certain privilege objection to any specific Interrogatory, it is because Plaintiff does not understand such Interrogatory to seek privileged information. Any information disclosed in response to these Interrogatories is disclosed without waiving, but on the contrary, reserving and intending to reserve, each of these privileges, protections, and immunities. Any accidental disclosure of privileged information or material 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 information 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 information 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 (Nos. 10-18) 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 ability to object to all or a part of an Interrogatory based on ambiguity or vagueness. Plaintiff and its counsel are experienced and well qualified to appropriately respond to Defendant's discovery requests and do not need a primer from Defendant. Plaintiff declines to follow Defendant's instruction (No. 13). The same objection applies to Defendant's instruction in No.14. Plaintiff will object and/or respond to Defendant's Interrogatories as it sees fit in accordance with the Federal Rules of Civil Procedure.

10. Plaintiff's investigation into the information sought by these Interrogatories 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 Interrogatories but discovered after the date of these responses.

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

PLAINTIFF'S RESPONSES TO DEFENDANT'S SECOND SET OF INTERROGATORIES

INTERROGATORY NO. 10: This interrogatory is based on and inquires about information supporting your denial of Requests for Admission Nos. 5 and 6 in Pls.' Supp. Resp. to Def.'s First Requests for Admission. Identify all persons, individuals, or entities who you contend have or continue to "drain[]" or "confiscate[e]" groundwater (as referenced and used in Pl.'s Orig. Class Action Compl. ¶ 19), before or after September 2023, from underneath Plaintiff's 69.41-acre tract (that is, the tract identified in Pls.' Supp. Resp. to Def.'s Interrogatory No. 1).

RESPONSE: Plaintiff denied Request for Admission No. 5 for the reason that Plaintiff is not a hydrogeologist and therefore did not have the knowledge or expertise to admit or deny such request. Plaintiff denied Request for Admission No. 6 for the reason that Plaintiff is not a hydrogeologist and therefore did not have the knowledge or expertise to admit or deny such request.

INTERROGATORY NO. 11: This interrogatory is based on and inquires about information supporting your denial of Requests for Admission Nos. 7, 8, and 9 in Pls.' Supp. Resp. to Def.'s First Requests for Admission. Identify 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.

RESPONSE: See Plaintiff's response to Requests for Production. Plaintiff construes the expression "and/or" to mean either or both of two options and has responded accordingly. The documents produced in connection with Plaintiff's Supplemental Responses to Defendant's Requests for Production contain specific information concerning the tracts to which the contracts or agreements apply, and reference is made to those documents.

INTERROGATORY NO. 12: This interrogatory is based on and inquires about information supporting your denial of Request for Admission No. 10 in Pls.’ Supp. Resp. to Def.’s First Requests for Admission. Identify any and all contracts or agreements in place (current or expired), executed before or after September 14, 2023, with any party for the right of that party to lease, own, or develop 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.

RESPONSE: See Plaintiff’s response to Requests for Production. Plaintiff construes the expression “and/or” to mean either or both of two options and has responded accordingly. The documents produced in connection with Plaintiff’s Supplemental Responses to Defendant’s Requests for Production reflect one or more contracts in place with UW Brazos Valley Farm relating to real property referenced in paragraph 6 of Plaintiff’s Original Class Action Complaint, which contracts were executed prior to the Defendant’s changes in Rules 6.1 and 7.1 on September 14, 2023. The property described in 2FAZZ00139-42 is not included in the property subject to the contracts or agreements with UW Brazos Valley Farm.