

CAUSE NO. 2019-33415

**VERA, *et al.*,
Plaintiffs,**

v.

**FIGURE FOUR PARTNER,
LTD, *et al.*,
Defendants.**

§ IN THE DISTRICT COURT OF
§
§
§ HARRIS COUNTY, TEXAS
§
§
§
§
§ 234th DISTRICT

**DEFENDANT, WOODRIDGE MUNICIPAL UTILITY DISTRICT'S
RESPONSES TO PLAINTIFFS' SUBPOENA DUCES TECUM**

TO: Plaintiffs, Abel and Nancy Vera, *et al.*, by and through their attorneys of record, Omar R. Chawdhary, *et al.*, The Webster Law Firm, 6200 Savoy Drive, Suite 150, Houston, Texas 77036, filing@thewebsterlawfirm.com.

Third-Party, the Woodridge Municipal Utility District (“the District” or “Woodridge MUD”) serves its responses and objections to Plaintiffs’ Subpoena Duces Tecum to its Custodian of Records.

Respectfully submitted,

By:



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CERTIFICATE OF SERVICE

I certify that on the 27th day of July, 2020, a copy of Defendant, Woodridge Municipal Utility District's Responses To Plaintiffs' Subpoena Duces Tecum, was served by transmitting a copy through the electronic filing manager established by the Office of Court Administration via an electronic filing service provider certified by the Office of Court Administration in accordance with Rules 21 and 21a of the Texas Rules of Civil Procedure to all counsel of record as follows:

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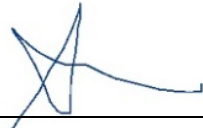
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WOODRIDGE MUD'S GENERAL OBJECTIONS TO PLAINTIFFS' DEFINITIONS AND INSTRUCTIONS

1. The District objects to Plaintiffs' "Definitions" regarding the term "Woodridge MUD" "to the extent that the term include Woodridge MUD's attorneys, acting in their capacities as attorneys. Such definition is overly broad and seeks to inquire into matters subject to the attorney-client privilege and/or into matters subject to the attorney work product privilege and/or matters discussed during executive sessions of the Woodridge MUD.

2. The District objects to Plaintiffs' instruction that documents and tangible things be produced at any location other than offices of its counsel or any location specified by its counsel. To the extent that the location of production need be specified, the District's production will occur at the offices of Olson & Olson, LLP, 2727 Allen Parkway, Suite 600, Houston, Texas 77019, or the offices of Allen Boone Humphries Robinson, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027.

3. The District incorporates by reference every general objection set forth above into each specific response set forth below. A specific response may repeat a general objection for emphasis or some other reason. The failure to include any general objection in any specific response does not waive any general objection to that request. Moreover, the District does not waive its right to amend its responses.

Subject to and without waiving the above objections and to the objections made in responses to specific Request for Production, Third Party, Woodridge Municipal Utility District, responds as follows:

Documents identified as WMUD-000006199 through WMUD-000006258; WMUD-000006346 through WMUD-000006348; WMUD-000006450 through WMUD-000006526; WMUD-000006543 through WMUD-000006553; WMUD-000006684 through WMUD-000007012 have not been produced because those documents pertain to a different municipal utility district in a county other than Harris County or

Montgomery County. Documents identified as WMUD-000003392; WMUD-000006430 to WMUD-000003450; WMUD-000005633 through WMUD-000005666; WMUD-000006259 through WMUD-000006341; WMUD-000006527 through WMUD-000006542; WMUD-000006556 through 6557; and WMUD-000006598 through WMUD-000006607 are non-responsive to the requests.

**THE DISTRICT'S RESPONSE TO PLAINTIFFS'
SUBPEONA DUCES TECUM**

1. The plans, specifications, change orders, engineering, and/or design drawings for any of the Woodridge Village development submitted to Woodridge MUD, including any amended or updated drawings;

OBJECTION:

The District objects that the terms “plans, specification, change orders, engineering, and/or design drawings” used in this request are undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced documents it interprets to be responsive to the request for “plans, specification, change orders, engineering, and/or design drawings” it received from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

2. Letters, emails, and other correspondence/communications between Woodridge MUD and LJA Engineering, Inc. with regard to the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the terms “correspondence/communications,” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents, including those it interprets to be “correspondence/communications,” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

3. Letters, emails, and other correspondence/communications between Woodridge MUD and Figure Four Partners, Ltd. with regard to the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the terms “correspondence/communications” contained in this request are undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents, including those it interprets to be “correspondence/communications,” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

4. Letters, emails, and other correspondence/communications between Woodridge MUD and PSWA, Inc. with regard to the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the term “correspondence/communications” contained in this request are undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents, including those it interprets to be “correspondence/communications,” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

5. Letters, emails, and other correspondence/communications between Woodridge MUD and Rebel Contractors, Inc. with regard to the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the term “correspondence/communications” contained in this request are undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents, including those it interprets to be “correspondence/communications,” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

6. Letters, emails, and other correspondence/communications between Woodridge MUD and Double Oak Construction, Inc. with regard to the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the terms “correspondence/communications” contained in this request are undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents, including those it interprets to be “correspondence/communications,” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

7. Letters, emails, and other correspondence/communications between Woodridge MUD and Texasite LLC with regard to the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the terms “correspondence/communications” contained in this request are undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents, including those it interprets to be “correspondence/communications,” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

8. Letters, emails, and other correspondence/communications between Woodridge MUD and Concourse Development, LLC. with regard to the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the terms “correspondence/communications” contained in this request are undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents, including those it interprets to be “correspondence/communications,” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

9. Letters, emails, and other correspondence/communications between Woodridge MUD and Stormwater Solutions, LLC. with regard to the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the terms “correspondence/communications” contained in this request are undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents, including those it interprets to be “correspondence/communications,” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

10. Letters, emails, and other correspondence/communications between Woodridge MUD and Equipment Solutions with regard to the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the terms “correspondence/communications” contained in this request are undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District is not aware of any responsive documents, but to the extent that such documents may exist, see the documents from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541 produced herein.

11. Documents sufficient to show Woodridge MUD’s invitation to bidders for work to be performed at Woodridge Village;

OBJECTION:

The District objects to this Request to the extent the terms “sufficient to show” and “for work to be performed” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents it interprets to be “sufficient to show” any invitation to bidders for “work to be performed” at Woodridge Village from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

12. Any bids or bid proposals submitted to Woodridge MUD from any third party, including but not limited to Rebel Contractors, Inc., Double Oak Construction, Inc., Texasite LLC, Concourse Development, LLC, Stormwater Solutions, LLC, and/or Equipment Solutions, regarding work to be performed at Woodridge Village;

OBJECTION:

The District objects to this Request to the extent the terms “third party” and “for work to be performed” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents it interprets to be bids or bid proposals for “work to be performed” at Woodridge Village from Rebel Contractors, Inc., Double Oak Construction, Inc., Texasite LLC, Concourse Development, LLC, Stormwater Solutions, LLC, Equipment Solutions, and/or “any third party” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

13. Documents sufficient to show any changes or revisions Woodridge MUD made or requested to any bids or bid proposals received from

a third party regarding work to be performed at Woodridge Village; and

OBJECTION:

The District objects to this Request to the extent the terms “sufficient to show,” “third party” and “for work to be performed” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents it interprets to be changes or revisions it made or requested to bids or bid proposals for “work to be performed” at Woodridge Village from “any third party” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

14. All contracts or agreements, including all addendums, Woodridge MUD entered into with regard to the work being performed at Woodridge Village;

OBJECTION:

The District objects to this Request to the extent the term “for work to be performed” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents, including those it interprets to be contracts or agreements, with addendums, for “work to be performed” at

Woodridge Village from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

16. Any documents sufficient to show Figure Four Partners, Ltd. claiming Woodridge MUD breached its obligations under a contract or agreement for the work being performed at Woodridge Village;

OBJECTION:

The District objects to this Request to the extent the phrase “sufficient to show Figure Four Partners, Ltd. claiming Woodridge MUD breaching its obligations” contained in this request is nonsensical.

The District further objects to this Request in that it requires Woodridge MUD to make a legal conclusion about whether some undefined and unspecified contract has been breached.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District is unable to determine from this request what responsive documents it seeks because it is unsure what entity is alleged to have breached a contract and what entity is making the allegations. The District is not aware of any responsive documents, but to the extent that such documents may exist, see the documents from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541 produced herein.

17. Documents sufficient to show when the terms of all the contracts or agreements referenced in Request Number 14 were completed;

OBJECTION:

The District objects to this Request to the extent the term “for work to be performed” contained in Request 14 and referenced in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents, including those it interprets to be contracts or agreements, with addendums, for “work to be performed” at Woodridge Village from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

18. Letters, emails, and other correspondence/communications between Woodridge MUD and City of Houston with regard to the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the term “correspondence/communications” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents, including those it interprets to be “correspondence/communications” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

19. Letters, emails, and other correspondence/communications between Woodridge MUD and Harris County Flood Control District with regard to the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the term “correspondence/communications” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District is not aware of any responsive documents, but to the extent that such documents may exist, see the documents from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541 produced herein.

20. Documents sufficient to show the construction sequence for the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the term “construction sequence” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents it interprets “to show the construction sequence” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

21. Documents sufficient to show the project schedule for the Woodridge Village development.

OBJECTION:

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents it interprets to show the “project schedule” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

22. Documents to show the management plan for the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the term “management plan” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents it interprets to be the “management plan” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

23. Documents sufficient to show the critical path analyses for the Woodridge Village development;

OBJECTION:

The District objects to this Request to the extent the term “critical path analyses” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents it interprets to be the “critical path analyses” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

24. Photographs and/or videos of the Woodridge Village development in your possession, custody, or control that were taken of the Woodridge Village development site from January 1, 2019 to present;

RESPONSE:

The District is not aware of any responsive documents, but to the extent that such documents may exist, see the documents from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541 produced herein.

25. Statements, interview, reports, film, tapes, or recordings of any person with knowledge regarding the flooding that occurred on May 7, 2019 near the Woodridge Village development that is in your possession, custody, or control;

RESPONSE:

The District is not aware of any responsive documents, but to the extent that such documents may exist, see the documents from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541 produced herein.

26. Statements, interview, reports, film, tapes, or recordings of any person with knowledge regarding the flooding that occurred on September 19, 2019 near the Woodridge Village development that is in your possession, custody, or control;

RESPONSE:

The District is not aware of any responsive documents, but to the extent that such documents may exist, see the documents from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541 produced herein.

27. Incident reports or investigations regarding the flooding of homes in the Elm Grove neighborhood in Kingwood, Texas, including reports created by you, your employees, law enforcement officials, government officials, insurance agents involved in the investigation of the incident, or any other individual who has information regarding said incident;

RESPONSE:

The District is not aware of any responsive documents, but to the extent that such documents may exist, see the documents from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541 produced herein.

28. Correspondence created prior to the incident made the basis of this suit that reflects the storm water drainage in the event of a heavy

rainfall could result in flooding of the area in question or surrounding areas;

OBJECTION:

The District objects to this Request to the extent the terms “correspondence” and “incident made the basis of this lawsuit” contained in this request are undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents, including those it interprets to be “correspondence” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

29. Documents which evidence or reflect the storm water drainage plan on the site of Woodridge development at the time of the incident made the basis of this lawsuit, including but not limited to surveys, plats, drawings, or specifications;

OBJECTION:

The District objects to this Request to the extent the term “incident made the basis of this lawsuit” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents it interprets to “evidence or reflect the

storm water draining plan” from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

30. Documents evidencing any pre-construction meetings between the developer, engineer, and any contractors, including written agenda and/or minutes with regard to Woodridge Village;

OBJECTION:

The District objects to this Request to the extent the terms “developer, engineer, and any contractors” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents that may evidence meetings with LJA Engineering, Inc., Figure Four Partners, Ltd., PSWA, Inc., Rebel Contractors, Inc., Double Oak Construction, Inc., Texasite LLC, Concourse Development, LLC, and Storm Water Solutions, LLC, from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

31. Documents evidence any meetings during construction between or among the Woodridge MUD and the developer, engineer, and any contractors, including written agenda and/or minutes with regard to Woodridge Village;

OBJECTION:

The District objects to this Request to the extent the terms “developer, engineer, and any contractors” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents that may evidence meetings with LJA Engineering, Inc., Figure Four Partners, Ltd., PSWA, Inc., Rebel contractors, Inc., Double Oak Construction, Inc., Texasite LLC, Concourse Development, LLC, and Storm Water Solutions, LLC, from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

32. Documents evidencing any meetings between or among the Woodridge MUD and the developer, engineer, and any contractors, following the May 7, 2019 rain, including written agenda and/or minutes with regard to Woodridge Village; and

OBJECTION:

The District objects to this Request to the extent the terms “developer, engineer, and any contractors” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents that may evidence meetings with LJA Engineering, Inc., Figure Four Partners, Ltd., PSWA, Inc., Rebel contractors, Inc., Double Oak Construction, Inc., Texasite LLC, Concourse Development, LLC, and/or Storm Water Solutions, LLC, from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.

33. Documents evidencing any meetings between or among the Woodridge MUD and the developer, engineer, and any contractors, following the September 19, 2019 rain, including written agenda and/or minutes with regard to Woodridge Village.

OBJECTION:

The District objects to this Request to the extent the terms “developer, engineer, and any contractors” contained in this request is undefined and ambiguous.

The District further objects to this Request to the extent it is not limited in time.

RESPONSE:

Subject to and without waiving the foregoing objections, the District has produced responsive documents that may evidence meetings with LJA Engineering, Inc., Figure Four Partners, Ltd., PSWA, Inc., Rebel contractors, Inc., Double Oak Construction, Inc., Texasite LLC, Concourse Development, LLC, and/or Storm Water Solutions, LLC, from January 2018 through May 2020, identified as WMUD-000000001 to WMUD-00007541.