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13 Attorneys for Plaintiff MENDOCINO RAILWAY

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF MENDOCINO**

16 MENDOCINO RAILWAY,

17 Plaintiff,

18 v.

19 JOHN MEYER; REDWOOD EMPIRE TITLE)
20 COMPANY OF MENDOCINO COUNTY;)
21 SHEPPARD INVESTMENTS; MARYELLEN)
22 SHEPPARD; MENDOCINO COUNTY)
23 TREASURER-TAX COLLECTOR; All other)
24 persons unknown claiming an interest in the)
25 property; and DOES 1 through 100, inclusive,)

26 Defendants.

Case No. SCUK-CVED-2020-74939

[APN 038-180-53]

(Assigned to Hon. Jeanine B. Nadel)

**PLAINTIFF MENDOCINO RAILWAY'S
OPPOSITION TO DEFENDANT'S
MOTION TO REOPEN CASE;
DECLARATION OF GLENN L. BLOCK
IN SUPPORT THEREOF**

Hearing

Date: October 7, 2022

Time: 9:30 a.m.

Dept.: E

1 **INTRODUCTION**

2 Plaintiff Mendocino Railway hereby opposes Defendant Meyer’s Motion to Reopen Case.
3 Meyer seeks to reopen the case to introduce a 2006 document and, on the basis of that pre-existing
4 “evidence,” compel further cross-examination of Mr. Pinoli regarding the document. The
5 purportedly newly discovery document is entitled, “Employer Status Determination for Sierra
6 Entertainment and Mendocino Railway” and was issued by the Railroad Retirement Board on
7 September 28, 2006.

8 Mendocino Railway opposes Meyer’s Motion because there is no good cause to reopen the
9 case for introduction of further pre-existing evidence after the case was submitted and the parties
10 were preparing to submit closing briefs. In any event, the document does not contradict or impeach
11 any testimony of Mr. Pinoli, and reopening the case to allow for the introduction of the document and
12 further questioning of Mr. Pinoli would not be in furtherance of justice. To the contrary, it would
13 cause a serious hardship to Mendocino Railway.

14 **I. THE NEW DOCUMENT DOES NOT CONTRADICT ANY TRIAL**
15 **TESTIMONY OR EVIDENCE.**

16 The Court may refuse “to reopen a case for [purportedly] new evidence that will not produce
17 a different result.” (*Broden v. Marin Humane Society* (1999) 70 Cal.App.4th 1212, 1222.) Here, the
18 document that Meyer relies on to reopen the case does not in any way undermine or otherwise affect
19 the evidence establishing that the railroad is a public utility. None of Meyers’ arguments to the
20 contrary has merit.

21 Meyer notes the 2006 Railroad Retirement Board document states, “Mendocino’s line runs
22 between Fort Bragg and Willits, California, and connects to another railway line over which there has
23 been no service for approximately 10 years. ... Since Mendocino Railway’s only access to the
24 railroad system is over this line, that access is currently unusable. Mendocino’s ability to perform
25 common carrier service is thus limited to the movement of goods between points on its own line, a
26 service it does not perform.” (Exhibit A, Meyer’s Motion to Reopen; page 1 – 2.) These statements
27 are entirely consistent with Mr. Pinoli’s testimony that, after Mendocino Railway acquired the assets
28 of California Western Railroad, Mendocino Railway did not perform the freight rail service on the

1 line – that such freight rail service was provided by its sister company, Sierra Northern Railway. And
2 Mr. Pinoli’s testimony was further supported by documentary evidence introduced at trial – Exhibit 8
3 (Mendocino Railway’s Freight Tariff, CWR 9500; effective January 1, 2008); and, Exhibit 20
4 (Notice of Exemption dated March 12, 2004; Surface Transportation Board Finance Docket No. FD
5 34465). Meyer appears to be mis-reading the clause “a service it does not perform.” It was not that
6 the *line* did not transport freight; the line *did* transport freight, but such service was being performed
7 by Sierra Northern Railway at the time.

8 Mr. Pinoli also testified at trial regarding Mendocino Railway’s status with the Railroad
9 Retirement Board:

10 “Q Did Sierra Railroad – I’m sorry, Sierra Northern Railway operate portions of the CWR
11 subsequent to the 2004 purchase by Mendocino Railway?

12 A It did.

13 Q How did it participate in the operations of the CWR?

14 A Freight movements.

15 . . .

16 Q And did Sierra Northern Railway cease operations along the CWR?

17 A It has.

18 Q When?

19 A In 2021.

20 Q Why?

21 A ***Mendocino Railway made application to the United States Railroad Retirement***
22 ***Board to take over the obligations that Sierra was doing.*** Sierra Northern was simply
23 just too busy at the time to focus on this being a remote location and for the crux of its
24 operations and so as a result of that Mendocino took over.

25 Q What year was that?

26 A 2021.”

27 Declaration of Glenn L. Block, Exhibit 1 (Trial Transcript; Day 4 (8/23/22), Page 156, line 5 – Page
28 157, Line 10; emphasis added.)

1 Exhibit 8 is Mendocino Railway’s Freight Tariff CWR 9500 (effective January 1, 2008),
2 which acknowledges that Sierra Northern performed the freight rail services, specifying, “Freight
3 Operations by Sierra Northern Railway – SERA.” (Exhibit 8, Page 1.) Declaration of Glenn L. Block,
4 Exhibit 2. And, Exhibit 20 is the Notice of Exemption (dated March 12, 2004) by which the Surface
5 Transportation Board recognized Mendocino Railway’s acquisition of the assets of the California
6 Western Railroad stating, “Mendocino Railway will operate the CWR, at least initially with the help
7 of its affiliated entities: Sierra Northern Railway (a Class III common carrier); Midland Railroad
8 Enterprises Corporation (a railroad construction and track maintenance company); and Sierra
9 Entertainment (a tourism, entertainment and passenger operations company).” (Exhibit 20, page 4.)
10 Declaration of Glenn L. Block, Exhibit 3.

11 Thus, contrary to Meyer’s contention, the 2006 Railroad Retirement Board document it seeks
12 to offer into evidence, if the case is reopened, does not actually contradict or impeach any of Mr.
13 Pinoli’s testimony or other documentary evidence submitted to the Court. If anything, the 2006
14 Railroad Retirement Board document only *supports* Mr. Pinoli’s trial testimony – that Mendocino
15 Railway did not perform the freight rail operations, and that such freight operations were performed
16 by Sierra Northern Railway on behalf of Mendocino Railway. Moreover, the fact that Sierra Northern
17 Railway performed freight rail movements on the California Western Railroad for Mendocino
18 Railway was further documented in Exhibits 8 & 20.

19 Accordingly, good cause does not exist for reopening the case nor would reopening the case
20 be in the furtherance of justice.

21 **II. WHATEVER THE DOCUMENT’S IMPORT, ITS LATE DISCOVERY BY**
22 **MEYER IS THE RESULT OF A LACK OF DILIGENCE.**

23 “A motion to reopen is also subject to a diligence requirement.” (*Broden*, 70 Cal.App.4th at
24 1222.) If purported evidence existed at the time of trial, and through lack of diligence the party fails
25 to introduce it at that time, that party’s later motion to reopen the trial should be denied. (*See, e.g.,*
26 *People v. Monterroso* (2004) 34 Cal.4th 743, 779 (“In this case, the evidence the defense sought to
27 offer at reopening was indisputably available during the trial. Indeed, defendant offered no excuse for
28 failing to secure a ruling prior to the close of evidence. The trial court was entitled to rely on

1 defendant's lack of diligence in denying the motion to reopen.”.) “On motions to reopen, the moving
2 party must show diligence; when no showing of diligence in attempting to sooner procure the newly
3 offered evidence is made, that fact alone justifies its rejection.” (*Ullwelling v. Crown Coach Corp.*
4 (1962) 206 Cal.App.2d 96, 128.)

5 The 2006 document that Meyer relies upon existed at the time of trial. In his motion, he fails
6 to explain any diligence in attempting to sooner procure it so that he might try to introduce it at trial.

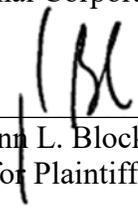
7 Further, while Meyer propounded broad discovery requests seeking evidence supporting
8 Mendocino Railway’s eminent domain authority, it did not propound any discovery request that
9 would encompass this “Employer Status Determination for Sierra Entertainment and Mendocino
10 Railway” issued by the Railroad Retirement Board. In fact, other than document requests
11 accompanying its Deposition Notices for Mendocino Railway’s PMK and Robert Pinoli, Meyer did
12 not propound any other Requests for Production of Documents. And, to the extent the discovery
13 propounded sought any documents (Deposition Notices, Document Request Nos. 1 & 2)) or the
14 identification of responsive documents (Special Interrogatories, Nos. 1 & 4; and Form Interrogatory
15 No. 17.1 relating to denial of any Requests for Admissions, Nos. 1 & 2), such requests generally
16 sought information relating to Mendocino Railway’s status as a railroad corporation authorized to
17 exercise eminent domain to acquire the Subject Property for rail purposes. The referenced deposition
18 notices and discovery requests are attached as Exhibits 4, 5, & 6 to the accompanying Declaration of
19 Glenn L. Block. The 2006 document at issue was not in any way responsive to those requests, as they
20 had nothing to do with the railroad’s public utility status. Mendocino Railway fully complied with
21 these requests, producing all of the documents introduced into evidence at trial, among others. At no
22 point did Meyer contend that Mendocino Railway’s responses were inadequate or otherwise lacking.
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1 **CONCLUSION**

2 Meyer has not established good cause to reopen the case. The (purportedly) newly discovery
3 document does not contradict or impeach any trial testimony or evidence. It merely states matters
4 that are consistent with both Mr. Pinoli's testimony and contained within Exhibits 8 & 20. Further,
5 the motion utterly fails to excuse Meyer's belated introduction of this document. Thus, Meyer's
6 Motion to Reopen the case should be denied and the Court should set a briefing schedule for the
7 parties to file/serve their respective closing briefs and replies thereto.

8
9 DATED: September 21, 2022

CALIFORNIA EMINENT DOMAIN LAW GROUP,
a Professional Corporation

10
11 By:  _____
12 Glenn L. Block
13 Attorneys for Plaintiff MENDOCINO RAILWAY

DECLARATION OF GLENN L. BLOCK

I, Glenn L. Block, declare and state that:

1. I am an attorney licensed to practice law in the state of California and am a partner of California Eminent Domain Law Group, counsel of record to Plaintiff MENDOCINO RAILWAY in the above-entitled action now pending in Mendocino Superior Court. As such, I have personal knowledge of the matters set forth herein, or has knowledge on information and belief, and could and would competently testify thereto if called as a witness.

2. I have received and reviewed the completed portions of the trial transcript – Day 1 and Day 4. Attached hereto as Exhibit 1 are true and correct copies of excerpts of the trial transcript from Day 1 (August 23, 2022), Pages 154 – 157.

3. Attached hereto as Exhibit 2, is a true and correct copy of Trial Exhibit 8, Mendocino Railway’s Freight Tariff CWR 9500 (effective January 1, 2008), which acknowledges that Sierra Northern performed the freight rail services, specifying, “Freight Operations by Sierra Northern Railway – SERA.” (Exhibit 8, Page 1.)

4. Attached hereto as Exhibit 3, is a true and correct copy of Exhibit 20 is the Notice of Exemption (dated March 12, 2004) by which the Surface Transportation Board recognized Mendocino Railway’s acquisition of the assets of the California Western Railroad stating, “Mendocino Railway will operate the CWR, at least initially with the help of its affiliated entities: Sierra Northern Railway (a Class III common carrier); Midland Railroad Enterprises Corporation (a railroad construction and track maintenance company); and Sierra Entertainment (a tourism, entertainment and passenger operations company).” (Exhibit 20, page 4.)

5. Attached hereto as Exhibit 4 are true and correct copies of Meyer’s Notice of Deposition of Mendocino Railway’s PMK and Robert Pinoli.

6. Attached hereto as Exhibit 5 is a true and correct copy of Meyer’s Special Interrogatories, Set One, and Mendocino Railway’s Responses thereto.

7. Attached hereto as Exhibit 6 is a true and correct copy of Meyer’s Form Interrogatories, and Mendocino Railway’s Responses thereto.

1 I declare under penalty of perjury pursuant to the laws of the State of California that the
2 foregoing is true and correct.

3 Executed this 21st day of September, 2022 at Glendale, California.

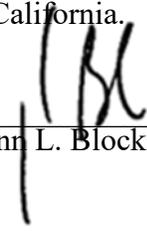
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7 Glenn L. Block
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EXHIBIT 1

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF MENDOCINO

3 MENDOCINO RAILWAY,

4 Plaintiff,

5 vs.

No. SCUk-CVED-20-74939

6 JOHN MEYER; REDWOOD EMPIRE TITLE
7 COMPANY OF MENDOCINO COUNTY;
8 SHEPPARD INVESTMENTS; MARYELLEN
9 SHEPPARD; MENDOCINO COUNTY
10 TREASURER-TAX COLLECTOR; all
11 other persons unknown claiming
12 an interest in the property;
13 and DOES 1 through 100,
14 inclusive,

15 Defendants.

16 COURT TRIAL - DAY 1

17 Held at Mendocino County Courthouse, Department E,
18 Ukiah, California, on Tuesday, August 23, 2022,
19 before the Honorable Jeanine B. Nadel, Judge
20 Reported by Trisha R. Hathaway-Link, CSR No. 10866

21
22
23
24 ADAIR, POTSWALD & HENNESSEY
25 Certified Shorthand Reporters
212 West Perkins Street, Ukiah, California 95482
(707) 462-8420 and (800) 747-3376

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1 APPEARANCES OF COUNSEL:
 2 For the Plaintiff:
 3 GLENN L. BLOCK
 4 Attorney at Law
 5 California Eminent Domain Law Group, A PC
 6 3429 Ocean View Blvd., Suite L
 7 Glendale, California 91208
 8 AND
 9 PAUL BEARD II
 10 Attorney at Law
 11 Fisher Broyles
 12 4470 W. Sunset Blvd., Suite 93165
 13 Los Angeles, California 90027
 14 For the Defendant John Meyer:
 15 STEPHEN F. JOHNSON
 16 Attorney at Law
 17 Mannon, King, Johnson & Wipf
 18 P.O. Box 419
 19 Ukiah, California 95482-0419
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1 Q Is Exhibit 19-1 a truthful and accurate
 2 reflection of Mendocino Railway's Articles of
 3 Incorporation filed with the Secretary of State January
 4 26th, 2004?
 5 A Yes.
 6 MR. BLOCK: I'd like to move Exhibit 19 into
 7 evidence.
 8 THE COURT: Any objection?
 9 MR. JOHNSON: No, your Honor.
 10 THE COURT: Exhibit 19 will be received.
 11 (Plaintiff's Exhibit 19 received in evidence.)
 12 Q (BY MR. BLOCK) Please take a look at Exhibit
 13 20; it's about -- I believe it's 21 pages. Take a
 14 minute to look through it, please, and let me know when
 15 you're -- you have reviewed it.
 16 (Brief pause; reviewing document.)
 17 THE WITNESS: I have reviewed it.
 18 Q (BY MR. BLOCK) Okay. What is Exhibit 20?
 19 A Exhibit 20 is a letter from David Magaw to then
 20 vice president of the Sierra Railroad Company and
 21 president -- then president of Mendocino Railway to the
 22 secretary of the Surface Transportation Board filing the
 23 Notice of Exemption of Mendocino Railway along with the
 24 decision by the US Bankruptcy Court judge awarding the
 25 assets of Mendocino -- excuse me, of CWR to Mendocino

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1 Railway.
 2 (Plaintiff's Exhibit 20 was identified.)
 3 Q (BY MR. BLOCK) Does Exhibit 20 fairly and
 4 accurately reflect Mendocino Railway's acquisition of
 5 the assets of CWR as a result of California Western
 6 Railroad, Inc.'s, CWRR, Inc.'s, bankruptcy in 2004?
 7 A Yes.
 8 Q How are you familiar with Exhibit 20?
 9 A I again sat on the Board of Directors for
 10 Mendocino Railway at the time. I was involved in the
 11 purchase of the assets and worked through the entire
 12 proceeding.
 13 Q On page 20-3 in the introductory paragraph it
 14 talks about Mendocino Railway's intentions for initial
 15 operations of the CWR. Do you see that about midway
 16 through the introductory paragraph?
 17 A Yes.
 18 Q And can you summarize what -- what that
 19 paragraph describes?
 20 A That Mendocino Railway is going to be the --
 21 the land holder, that Sierra Northern, its sister, also
 22 a Class III common carrier, is going to be involved, and
 23 that Midland Railroad Enterprises, which was a then --
 24 another subsidiary of Sierra Railroad Company, was going
 25 to be the construction and maintenance company of

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1 record. And then Sierra Entertainment, which was a
 2 former separate company of Sierra Railroad Company, that
 3 it was going to operate the passenger excursion side of
 4 the business.
 5 Q Did Sierra Railroad -- I'm sorry, Sierra
 6 Northern Railway operate portions of the CWR subsequent
 7 to the 2004 purchase by Mendocino Railway?
 8 A It did.
 9 Q How did it participate in the operations of the
 10 CWR?
 11 A Freight movements.
 12 Q And did Sierra Entertainment operate passenger
 13 rail operations subsequent to this notice of exemption?
 14 A It did.
 15 Q What did it do?
 16 A It operated the passenger excursion side of the
 17 business.
 18 Q And did Sierra Entertainment's operation of the
 19 passenger and excursion rail services cease?
 20 A In 2000 -- in late 2008, yes, the operations
 21 were transferred to Mendocino Railway.
 22 Q And did Sierra Northern Railway cease
 23 operations along the CWR?
 24 A It has.
 25 Q When?

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1 A In 2021.
 2 Q Why?
 3 A Mendocino Railway made application to the
 4 United States Railroad Retirement Board to take over the
 5 obligations that Sierra was doing. Sierra Northern was
 6 simply just too busy at the time to focus on this being
 7 a remote location and for the crux of its operations and
 8 so as a result of that Mendocino took over.
 9 Q What year was that?
 10 A 2021.
 11 MR. BLOCK: Okay. Your Honor, I see it's about
 12 3:00 o'clock --
 13 THE COURT: We're going to take a break.
 14 MR. BLOCK: Yep.
 15 THE COURT: You ready?
 16 All right. So let's return at 3:20.
 17 (Recess taken.)
 18 THE COURT: Let's go back on the record.
 19 MR. BLOCK: Thank you, Your Honor.
 20 Q (BY MR. BLOCK) Mr. Pinoli, can you turn to
 21 Exhibit 12, please.
 22 A I'm there.
 23 Q Was is Exhibit 12?
 24 A Exhibit 12 is a letter from David Stewart, the
 25 utility engineer, Safety Enforcement Division of

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1 Mendocino Railway and the current project.
 2 I'll leave it at that.
 3 MR. BLOCK: Thank you, Your Honor.
 4 MR. JOHNSON: Thank you, Your Honor.
 5 THE COURT: Uh-huh.
 6 Q (BY MR. BLOCK) Mr. Pinoli, I'd like you to
 7 take a look at page 29 -- or Exhibit 29.
 8 THE COURT: Are we starting to get into a
 9 different area?
 10 MR. BLOCK: It's -- it's a different report.
 11 It's the same -- this gets a little more -- or a lot
 12 more specific because it relates to short line railroads
 13 and particularly infrastructure or facilities that are
 14 part of Mendocino Railway's project in this action.
 15 THE COURT: So why don't we start tomorrow
 16 morning with this then --
 17 MR. BLOCK: Fair enough.
 18 THE COURT: -- if you're going to spend a lot
 19 of time on this -- given the time.
 20 So do you want to start at 9:00 or 9:30?
 21 MR. JOHNSON: My preference would be to start
 22 as early as possible.
 23 THE COURT: Is 9:00 --
 24 MR. BLOCK: I agree.
 25 THE COURT: You're going to be here, you're not

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1 traveling back and forth?
 2 So let's start at 9:00 o'clock tomorrow.
 3 We're in recess.
 4 MR. BLOCK: Thank you, Your Honor.
 5 MR. JOHNSON: Thank you, Your Honor.
 6 (Proceedings adjourned at 4:30 p.m.)
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 3 REPORTER'S CERTIFICATE
 4
 5 I hereby certify that the above transcript of
 6 proceedings was taken down, as stated in the caption,
 7 and that the foregoing 199 pages represent a complete,
 8 true and correct transcript of the proceedings had
 9 thereon.
 10
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 13
 14 DATED: September 4, 2022.
 15
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 23 TRISHA R. HATHAWAY-LINK, CSR 10866
 24 COURT REPORTER
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EXHIBIT 2

MENDOCINO RAILWAY

FREIGHT TARIFF CWR 9500

LOCAL AND INTERCHANGE
CHARGES
APPLYING
BETWEEN/AND AT
STATIONS ON THE
MENDOCINO RAILWAY (CWR)
(Freight Operations by Sierra Northern Railway—SERA)

This tariff is also applicable on intrastate traffic, except where expressly provided to the contrary in connection with particular items.

ISSUED: January 1, 2008

EFFECTIVE: January 1, 2008

ISSUED BY
Alan H. Lambert
VP Marketing
Sierra Northern Railway
341 Industrial Way
Woodland, CA 95776

(The provisions published herein, if effective, will not result in an effect on the quality of the human environment.)

RULES AND OTHER GOVERNING PROVISIONS
GENERAL RULES AND REGLATIONS

ITEM 10

SUPPLEMENTS AND REISSUES

When reference is made in this tariff, or supplements, to other publications for rates or other information, it includes "Supplements thereto or successive issues thereof."

Where reference is made in this tariff to items, it includes "reissues" of such items.

ITEM 15

REFERENCES TO TARIFFS, ITEMS, NOTES, RULES, ETC.

Where reference is made in this tariff to another tariff by number, such reference applies also to such tariff as it may be applicable on intrastate traffic, or traffic within Canada.

When the words tariffs or contracts are used in this tariff, they refer to tariffs or contracts lawfully on file with the U.S. Surface Transportation Board as to interstate traffic and State Commissions as to intrastate traffic, or their respective successors.

ITEM 20

METHOD OF CANCELING ITEMS

As this tariff is supplemented, numbered items with letter suffixes cancel correspondingly numbered items in the original tariff, or in a prior supplement. Letter suffixes will be used in alphabetical sequence starting with A. Example: Item 100-A cancels Item 100 and Item 300-B cancels Item 300-A in a prior supplement which, in turn, cancelled Item 300.

ITEM 30

PAYMENTS OF CHARGES

Customer shall pay the applicable charges to Railroad upon invoice and on or before the due date specified in the invoice. Charges are due and payable within thirty (30) days following the date of the invoice. In the event that the invoice has not been paid or payment has not been made by Customer on or before the due date, a late payment charge of two percent (2%) of each unpaid charge shall be assessed immediately, and then finance charges of two percent (2%) per month shall then accrue and be assessed on the outstanding balance (payments, late payment charges and interest) owed. Payments shall be applied first to late payment charges, then to interest charges, and then to the outstanding balance.

MENDOCINO RAILWAY

CWR 9500

SECTION 1 SWITCHING

(Charges in dollars and cents per car, except as otherwise noted)

ITEM 1000

SWITCHING CARS DELIVERED BY CONNECTIONS IN ERROR AT ALL STATIONS ON CWR

Cars, loaded or empty, delivered in error by connecting carriers will be subject to charges as shown in this item. Charges for cars delivered in error include the movement from and return as necessary to interchange track(s) of the carrier making the erroneous delivery. Charges are payable by the delivering connecting carrier.

CHARGE \$250.00 per car

ITEM 1050

CARS DELIVERED IN INTERCHANGE TO CONNECTING CARRIERS

Cars received in interchange, loaded, or empty, for immediate switch service to another carrier or destined to points on the SERA which require SERA handling or switching service prior to placement or delivery to the interchange track(s) will be subject to the charges shown herein. Charges are payable by the delivering connecting carrier.

CHARGE \$250.00 per car

MENDOCINO RAILWAY

CWR 9500

ITEM 1100

CARS SWITCH FOR CONSIGNOR, CONSIGNEE OR PRIVATE CAR OWNERS

ITEM	STATION	FROM	TO	COMMODITY	CHARGE
1110	All stations in California	Any location at any industry	Another location within the confines of the same switching limits.	Cars of railroad or private ownership loaded, partially loaded or empty.	\$250.00
		When at the request of owner of private track a car or cars are switched from a private track to the tracks of SERA or other private tracks as a temporary expediency to make room for another car or cars.		Cars of railroad or private ownership loaded, partially loaded or empty.	\$250.00
		If such car or cars are returned to the private tracks.		Cars of railroad or private ownership loaded, partially loaded or empty.	\$250.00
1020	All stations in California	Any location at an industry shed, dock platform or open area served by a common set of tracks or parallel tracks where cars are regularly placed for loading, unloading, or other purposes.	Another location at the same industry shed, dock, platform or open area served by a common set of tracks or parallel tracks where cars are regularly placed for loading, unloading, or other purposes.	Cars of railroad or private ownership loaded, partially loaded or empty. Applies only when prior or subsequent to a linehaul and when it is necessary to move the car incidental to switching of other cars to or from the tracks serving the shed, dock, platform or open area, or is otherwise determined by SERA to be necessary for its operations.	No charge (Exception to Item 1010)

MENDOCINO RAILWAY

CWR 9500

ITEM 1100 (Continued)

CARS SWITCH FOR CONSIGNOR, CONSIGNEE OR PRIVATE CAR OWNERS

ITEM	STATION	FROM	TO	COMMODITY	CHARGE
1030	All stations at which track scales are located in California	Any location on track within switching limits.	Track scales and return.	Freight Carloads (Applies only when incidental to a linehaul.)	\$250.00 (Note 1)
				Freight Carloads (Applies only when not incidental to a linehaul.)	\$250.00 (Note 1)
		Interchange tracks of connecting carrier with which carrier has an interchange arrangement.	Track scales and return.	Freight Carloads (Also applies on empty railway equipment.)	\$250.00 (Note 1)

(1) – Applies on movements to track scales and return, loaded or empty on request of shipper or consignee and where weights thus obtained are not used for assessing freight charges. Does not apply on freight, including empty railway equipment received from interchange tracks and returned to interchange tracks and returned tracks of connecting carriers.

MENDOCINO RAILWAY

CWR 9500

ITEM 1100 (Continued)

CARS SWITCH FOR CONSIGNOR, CONSIGNEE OR PRIVATE CAR OWNERS

ITEM	STATION	FROM	TO	COMMODITY	CHARGE
1050	All stations in California	Industry track loading location within switching limits.	Any track within same switching limits where loaded cars may be held for disposition.	Freight Carloads (See Note 1)	\$250.00 (Note 2)

Note 1 – Applies only on loaded cars moved from loading track at shipper’s directions, when such cars are to be held awaiting dispositioning. When billing instructions are furnished within 24 hours after the first 7:00 a.m. after the switching service is performed, exclusive of Saturdays, Sundays and (6) holidays, no charge will be made when billing instructions are furnished within the time limit specified herein.

Note 2 – Applies only when movement is incidental to a subsequent linehaul, otherwise, Item 1150 applies. Other applicable charges may also apply.

MENDOCINO RAILWAY

CWR 9500

SECTION 2

Switching charges

(Charges in dollars and cents per car, except as otherwise noted)

LINEHAUL CHARGES (Rule 11)

ITEM 2000			
BETWEEN	AND	COMMODITY	CHARGE
Willits CA.	Northspur, CA (Willits Subdivision)	All Other, FAK (Note 1)	\$900.00 per car
Willits CA.	Fort Bragg, CA (Fort Bragg Subdivision)	All Other, FAK (Note 1)	\$1200.00 per car
ITEM 2010			
BETWEEN	AND	COMMODITY	CHARGE
Willits CA.	Northspur, CA (Willits Subdivision)	Empty rail cars for dismantling or furtherance to off rail points (Note 1)	\$400.00 per car
Willits CA.	Fort Bragg, CA (Fort Bragg Subdivision)	Empty rail cars for dismantling or furtherance to off rail points (Note 1)	\$600.00 per car
ITEM 2020			
BETWEEN	AND	COMMODITY	CHARGE
Willits CA.	Northspur, CA (Willits Subdivision)	Hazardous Materials, STCC 28,29,48,49	\$1100.00 per car
Willits CA.	Fort Bragg, CA (Fort Bragg Subdivision)	Hazardous Materials, STCC 28,29,48,49	\$1400.00 per car

Note 1: Rates do not apply on hazardous materials (STCC 28,29,48,49), COFC, TOFC,

ITEM 2500

OVERLOADED OR IMPROPERLY LOADED CARS RECEIVED IN INTERCHANGE

When a car is discovered to be loaded in excess of its stenciled or allowable load limits, or improperly loaded on the CWR, the connecting carrier will be notified and requested to provide disposition.. Cars subject to the above conditions will be placed at a location on the CWR, held pending disposition, and will be subject to storage and other charges as may be applicable under the provisions described in CWR Tariff 6001, and CWR will bill shipper of record (as shown on the Bill of Lading) for such charges until disposition or other instructions have been received. When disposition is received, the applicable charges as shown below will be applied.

- A. When a car is received from a connecting carrier and returned to the same connecting carrier at the same junction under one or more of the conditions described above, a charge of \$300.00 per car will be assessed.
- B. When a car is received from a connecting carrier and switched to and/or from any of the following stations on the CWR for the purpose of reducing, transferring, trimming, shifting or reloading, a charge of \$300.00 per car will be assessed. For all other Stations, a charge of \$600 per car will be assessed.

Note 1: Disposition on overloaded or improperly loaded cars must be in writing and clearly define the party, name, address, phone and fax numbers, responsible for the charges. This information must be delivered to the CWR via US Mail, facsimile (530-666-2919), or email to SERA's customer service department.

MENDOCINO RAILWAY

CWR 9500

SECTION 3

WEIGHING

(Charges in dollars and cents per car, except as otherwise noted)

ITEM 3000

WEIGHING

- A. Applicable at all stations on the CWR
- B. Weighing will be performed where requested by the customer, provided it is practicable for the CWR to do so and railroad or private scales are available.
- C. Charges, if applicable, will be performed pursuant to applicable switching charges under Item 1100.

- END -

POST FORT BRAGG DEPOT 3/27/93

Exhibit A

C.P.U.C. No. 22
CANCELS C.P.U.C No. 21

Only one supplement to this tariff may be in effect at any time.

C A L I F O R N I A W E S T E R N R A I L R O A D

LOCAL PASSENGER TARIFF NO. 3-Q

(Cancels local Passenger Tarriff No. 3-P)

OF

ONE-WAY AND ROUNDTRIP FARES

Also

TEN ROUNDTRIP COMMUTATION FARES

And

INTERMEDIATE POINT FARES

BETWEEN STATIONS IN CALIFORNIA

On

CALIFORNIA WESTERN RAILROAD AS SHOWN HEREIN

ISSUED - March 27, 1993

EFFECTIVE - April 1, 1993

Issued and made effective on five (5) days notice under authority of the Public Utilities Commission of the State of California in Decision No. 93-03-065 of March 24, 1993 in Application A 92-12-029.

NOTICE - The provisions published herein will not result in an effect on the quality of the human environment.

Issued by

LYNN T. CECIL, PRESIDENT

Fort Bragg, California

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SECTION A

RULES AND REGULATIONS GOVERNING THIS TARIFF
STATIONS FROM AND TO WHICH THIS TARIFF APPLIES

1. Fares authorized herein apply between stations in California named specifically in SECTIONS B, C, D, and E hereof.

FARES AND LIMITS

2. Fares shown herein are as follows:

SECTION B - ONE-WAY FARES. One-way tickets will be limited for passage to thirty (30) days in addition to date got which sold as indicated on ticket and will not be valid for transportation after midnight of date of final limit.

SECTION C - ROUNDTRIP FARES. Roundtrip tickets will be limited for passage to thirty (30) days in addition to date for which sold as indicated on ticket. Going trip must commence on any day within final limit. Return trip must be completed before midnight of final limit.

SECTION D - TEN ROUNDTRIP COMMUTATION FARES.
Ten roundtrip commutation tickets will be limited for passage ninety (90) days from date of sale.

SECTION E - SPECIAL INTERMEDIATE POINT ROUNDTRIP TICKETS.
Special intermediate point roundtrip tickets may only be purchased from the conductor on the train when passenger boards at intermediate station, holding valid commute ticket for that station (point of origin).
One dollar (\$1.00) minimum charge will be made for all special intermediate point tickets.

NOTE: When two fares are shown in Sections B and C, top fare is the adult fare and the bottom fare is the childrens fare.

RULES AND REGULATIONS GOVERNING THIS TARIFF - Continued

No extension of limit can be made on any ticket sold pursuant to SECTIONS B, C, D, or E of this Tariff.

CHILDRENS FARES

3. (a) Children under five (5) years of age, when accompanied by parent or guardian, will be transported without charge, except when occupying a seat will be charged the one-way and roundtrip fares as shown in Sections B and C herein. Minimum fare will be one dollar (\$1.00).
- (b) Children of five (5) and under twelve (12) years of age will be charged the one-way and roundtrip fares as shown in Section B and C herein. Minimum fare will be one dollar (\$1.00). Children twelve (12) years of age and over will be charged the adult fare.
- (c) Ten (10) roundtrip commutation tickets at fares shown in Section D and special intermediate point roundtrip tickets at fares shown in Section E will not be reduced for children of five (5) and under twelve (12) years of age.
- (d) Children of five (5) and under (12) years of age, who are not mature enough to take care of themselves when traveling alone, must not be ticketed unless accompanied by parent or guardian.

EMERGENCY STOPS - FARES

4. Fares are published herein applying to and from all stations to which trains are scheduled to stop. If authority is given to stop trains at intermediate points not named herein, passengers destined to or from such temporary stops will pay proper ticket fare to or from next station beyond, as published herein.

DATES OF SALE

5. Tickets will be on sale daily except for Thanksgiving Day, Christmas Day, and New Years Day.

BAGGAGE

6. There is no checked baggage service. A passenger may bring aboard carry-on baggage, limited to what he or she is reasonably able to carry on board the train.

STOP-OVERS

7. Ten (10) roundtrip adult commutation tickets are limited to continuous passage in each direction. Stop-overs will be allowed on one-way, roundtrip and special intermediate point tickets on First Class Motor only, at all intermediate stations enroute, upon application to conductor.

RULES AND REGULATIONS GOVERNING THIS TARIFF - Concluded

TICKETS NON-TRANSFERABLE

7. All tickets sold at fares named herein are non-transferable, and will be valid only for transportation for whom originally purchased.

REDEMPTION OF TICKETS

9. (a) A service charge of \$2.00 will be made for a full refund, except that a full refund will be made if requested because the train did not operate on the scheduled date of travel.
(b) Partly used tickets will be redeemed at the difference between the fare paid and the value of transportation furnished, except that no refund will be made for a partially used commute ticket.

RESERVATIONS

10. Requests for reservations will be accepted by telephone or by mail, addressed to Reservation Desk, California Western Railroad, Fort Bragg, California 95437, or in person at station of departure.

MISCELLANEOUS REGULATIONS

11. Except as otherwise specifically provided herein, the fares named in this tariff are subject to any other rules and regulations which may be shown in other tariffs of issuing carrier lawfully on file with the Interstate Commerce Commission and California Public Utilities Commission which in any way affect the measure of the service or charges shown in this tariff.

SECTION B - ONE WAY ADULT AND CHILDREN FARES (30 DAY LIMIT)

AND BETWEEN	FORT BRAGG CALIFORNIA	SOUTH FORK CALIFORNIA	RANCH CALIFORNIA	REDWOOD LODGE CALIFORNIA	GROVE CALIFORNIA	CAMP NOYO CALIFORNIA	ALPINE CALIFORNIA
SOUTH FORK.....CA	3.45 1.65						
RANCH.....CA	4.75 ✓ 2.25 ✓	1.25 1.00					
REDWOOD LODGE.....CA	5.25 2.50	1.80 1.00	1.00 1.00				
GROVE.....CA	6.65 3.15	2.20 1.50	1.90 1.00	1.40 1.00			
CAMP NOYO.....CA	7.46 3.70	4.35 2.05	3.10 1.45	2.60 1.20	1.20 1.00		
ALPINE.....CA	9.50 4.50	6.00 2.85	4.75 2.25	4.25 2.00	2.80 1.35	1.70 1.00	
CAMP MENDOCINO.....CA	10.30 4.90	6.80 3.25	5.60 2.65	5.00 2.40	3.60 1.70	2.50 1.15	1.00 1.00
NORTHSPUR.....CA	10.50 5.00	7.70 3.65	6.50 3.05	5.90 2.80	4.50 2.15	3.40 1.60	1.70 1.00
IRMULCO.....CA	12.55 5.95	9.10 4.30	7.80 3.70	7.30 3.45	5.90 2.80	4.70 2.25	3.05 1.45
SHAKE CITY.....CA	14.05 6.70	10.00 5.05	9.35 4.45	8.80 4.20	7.40 3.50	6.25 2.95	4.30 2.15
CLARE MILL.....CA	15.95 7.60	12.50 5.95	11.20 5.35	10.70 5.10	9.30 4.40	8.10 3.85	6.50 3.05
CROWLEY.....CA	17.10 8.15	13.65 6.50	12.30 5.90	11.90 5.65	10.45 4.95	9.30 4.40	7.60 3.60
SUMMIT.....CA	18.60 8.85	15.10 7.20	13.90 6.60	13.30 6.35	11.90 5.65	10.80 5.10	9.10 4.30
WILLITS.....CA	21.00 10.00	17.50 8.35	16.25 7.75	15.75 7.50	14.30 6.80	13.30 6.25	11.50 5.45

SECTION B ONE WAY ADULT AND CHILDRENS FARES (30 DAY LIMIT) CONTINUED

BETWEEN AND	CAMP MENDOCINO CALIFORNIA	NORTHSPUR CALIFORNIA	IRMULCO CALIFORNIA	SHAKE CITY CALIFORNIA	CLARE MILL CALIFORNIA	CROWLEY CALIFORNIA	SUMMIT CALIFORNIA
NORTHSPUR.....CA	1.00 1.00						
IRMULCO.....CA	2.25 1.05	1.37 1.00					
SHAKE CITY.....CA	3.75 1.80	2.90 1.35	1.50 1.00				
CLARE MILL.....CA	5.70 2.70	4.75 2.25	3.40 1.60	1.90 1.00			
CROWLEY.....CA	6.50 3.10	5.90 2.80	4.60 2.15	3.05 1.45	1.15 1.00		
SUMMIT.....CA	8.30 3.95	7.40 3.52	6.00 2.85	4.50 2.15	2.60 1.25	1.50 1.00	
WILLITS.....CA	10.70 5.10	10.50 5.00	8.50 4.00	6.90 3.30	5.00 2.40	3.90 1.85	2.40 1.15

SECTION C - ROUNDTrip ADULT AND CHILDRENS FARES (30 DAY LIMIT)

BETWEEN AND	FORT BRAGG CALIFORNIA	SOUTH FORK CALIFORNIA	RANCH CALIFORNIA	REDWOOD LODGE CALIFORNIA	GROVE CALIFORNIA	CAMP NOYO CALIFORNIA	ALPINE CALIFORNIA
SOUTH FORK.....CA	6.95 3.30						
RANCH.....CA	9.45 4.50	2.50 1.20					
REDWOOD LODGE.....CA	10.50 5.00	3.55 1.70	1.05 1.00				
GROVE.....CA	13.35 6.35	6.40 3.05	3.90 1.85	2.80 1.35			
CAMP NOYO.....CA	15.65 7.45	8.70 4.15	6.20 2.95	5.15 2.45	2.30 1.10		
ALPINE.....CA	19.00 9.05	12.05 5.75	9.60 4.55	8.50 4.05	5.70 2.70	3.40 1.60	
CAMP MENDOCINO.....CA	20.60 9.80	13.65 6.50	11.13 5.30	10.10 4.80	7.25 3.45	4.90 2.35	1.60 1.00
NORTHSPUR.....CA	21.00 10.00	15.45 7.35	12.90 6.15	11.90 5.65	9.00 4.30	6.70 3.20	3.40 1.60
IRMULCO.....CA	21.95 10.40	18.15 8.65	15.65 7.45	14.60 6.95	11.80 5.60	9.45 4.50	6.10 2.90
SHAKE CITY.....CA	22.70 10.70	21.10 10.00	18.80 8.95	17.64 8.40	14.80 7.05	12.50 5.95	9.10 4.35
CLARE MILL.....CA	23.60 11.05	21.95 10.40	21.35 10.15	21.10 10.05	18.05 8.60	16.30 7.75	12.95 6.15
CROWLEY.....CA	24.15 11.25	22.50 10.60	21.90 10.35	21.65 10.25	20.90 9.95	18.60 8.85	15.20 7.25
SUMMIT.....CA	24.85 11.55	23.20 10.90	22.60 10.65	22.35 10.55	21.70 10.25	21.10 10.05	18.70 8.65
WILLITS.....CA	26.00 12.00	24.35 11.30	22.75 11.10	22.50 11.00	22.80 10.75	22.30 10.50	21.50 10.20

SECTION C - ROUNDTRIP ADULT AND CHILDRENS FARES (30 DAY LIMIT) continued...

BETWEEN AND	CAMP MENDOCINO CALIFORNIA	NORTHSPUR CALIFORNIA	IRMULCO CALIFORNIA	SHAKE CITY CALIFORNIA	CLARE MILL CALIFORNIA	CROWLEY CALIFORNIA	SUMMIT CALIFORNIA
NORTHSPUR.....CA	1.80 1.00						
IRMULCO.....CA	4.50 2.15	2.75 1.30					
SHAKE CITY.....CA	7.55 3.60	5.80 2.75	3.05 1.45				
CLARE MILL.....CA	11.35 5.40	9.55 4.55	6.85 3.25	3.80 1.80			
CROWLEY.....CA	13.00 6.20	11.85 5.65	9.15 4.35	6.10 2.90	2.30 1.10		
SUMMIT.....CA	16.60 7.90	14.80 7.05	12.10 5.75	9.05 4.30	5.25 2.50	2.95 1.40	
WILLITS.....CA	21.40 10.20	21.00 10.00	16.95 8.05	13.85 6.60	10.10 4.80	7.75 3.70	4.85 2.30

SECTION D: - N (10) ROUNDRIP ADULT COMMUTATION FARES

AND \ BETWEEN	Fort Bragg, California	South Fork, California	Ranch, California	Redwood Lodge, California	Grove, California	Camp Noyo, California	Alpine, California
	South Fork..... Calif.	7.90					
Ranch..... "	9.80	4.50					
Redwood Lodge.. "	10.90	4.50	4.50				
Grove..... "	13.75	7.00	5.05	4.50			
Camp Noyo..... "	16.80	9.80	7.90	7.00	4.50		
Alpine..... "	18.75	11.80	9.80	7.90	5.05	4.50	
Camp Mendocino. "	20.60	13.75	11.80	10.90	7.00	5.05	4.50
Northspur..... "	22.40	15.75	12.80	11.80	8.95	5.95	4.50
Irmulco..... "	25.95	18.10	16.10	15.10	12.20	9.10	7.10
Shake City..... "	28.60	21.45	18.75	17.70	14.90	11.80	9.80
Clare Mill..... "	31.30	25.95	21.45	21.45	18.95	16.05	14.10
Crowley..... "	34.90	27.70	25.95	25.00	21.45	18.05	16.05
Summit..... "	36.65	30.60	27.70	26.80	23.00	20.00	18.75
Willits..... "		34.40	32.20	30.40	28.60	25.95	23.25

No Ten (10) Roundtrip Adult Commutation Fares between Fort Bragg and Willits

AND \ BETWEEN	Camp Mendocino, California	Northspur, California	Irmulco, California	Shake City, California	Clare Mill, California	Crowley, California	Summit, California
	Northspur..... Calif.	4.50					
Irmulco..... "	5.40	4.50					
Shake City..... "	8.10	7.00	4.50				
Clare Mill..... "	12.20	10.20	7.75	5.05			
Crowley..... "	14.30	12.50	9.80	7.00	4.50		
Summit..... "	16.80	14.90	12.40	9.80	5.95	4.50	
Willits..... "	21.45	19.70	16.80	13.75	10.90	8.95	5.95

SECTION E - SPECIAL INTERMEDIATE POINT ROUNDTRIP TICKET (3-day limit)

BETWEEN AND	Fort Bragg, California	South Fork, California	Ranch, California	Redwood Lodge, California	Grove, California	Camp Noyo, California	Alpine, California
South Fork.... Calif.	1.60						
Ranch..... "	2.00	1.00					
Redwood Lodge. "	2.20	1.00	1.00				
Grove..... "	2.75	1.40	1.00	1.00			
Camp Noyo..... "	3.35	2.00	1.60	1.40	1.00		
Alpine..... "	3.75	2.35	1.95	1.60	1.00	1.00	
Camp Mendocino "	4.10	2.75	2.35	2.20	1.40	1.00	1.00
Northspur..... "	4.50	3.15	2.55	2.35	1.80	1.20	1.00
Irmulco..... "	5.20	3.60	3.20	3.00	2.45	1.80	1.40
Shake City.... "	5.70	4.30	3.75	3.55	3.00	2.35	1.95
Clare Mill.... "	6.25	5.20	4.30	4.30	3.80	3.20	2.80
Crowley..... "	7.00	5.55	5.20	5.00	4.30	3.60	3.20
Summit..... "	7.35	6.10	5.55	5.35	5.00	4.00	3.75
Willits..... "		6.90	6.45	6.10	5.70	5.20	4.65

BETWEEN AND	Camp Mendocino, California	Northspur, California	Irmulco, California	Shake City, California	Clare Mill, California	Crowley, California	Summit, California
Northspur..... Calif.	1.00						
Irmulco..... "	1.10	1.00					
Shake City.... "	1.60	1.40	1.00				
Clare Mill.... "	2.45	2.05	1.55	1.00			
Crowley..... "	2.85	2.50	1.95	1.40	1.00		
Summit..... "	3.35	3.00	2.50	1.95	1.20	1.00	
Willits..... "	4.30	3.95	3.35	2.75	2.20	1.80	1.20

Commuter Fares



Updated 2014.9.10

MENDO00454



July 10, 2014

To: All Concerned

From: Robert Jason Pinoli

Re: COMMUTE FARES

The following is an update to the policies and procedures for commute fares and takes effect immediately.

There are now two styles of tickets being issued - 10 round-trips between a designated station and another designated station. The second is a 1-trip pass between a designated station and another (this is meant for people going out to camp to visit).

There is a significant difference now, the 10 round-trip tickets are only good for the person who is named on the front, and this will rule be strictly enforced.

Ticket Agents, Conductors, Brakemen, and Motormen not enforcing the policies will be held accountable.

Fares have also been simplified considerably and fares have increased.

Commute Tickets pricing policies are lattached.

Updated 2014.9.10

MENDO00455



TEN ROUND-TRIPS COMMUTAITON TICKET

- Good for one person ONLY. Their name must be on the front as indicated.
- Must be known to the train crew or have a valid photo ID at the time of boarding to accompany this ticket (NO EXCEPTIONS).
- Subject to provisions on the back side of the ticket.
 - For example if someone is going to Holmes, Swales, English, or Bowman’s Camp which are just east of MP 10.0 “Redwood Lodge” they are charged to Grove. In every case ticket fares are based on the next station. When filling out the tickets though you should put the actual spot they are getting off (Fort Bragg to Swales Camp).

CALIFORNIA WESTERN R.R. TEN TRIP COMMUTE
Between ----- and -----
DATE SOLD:
SOLD TO:
No. _____ FORM 101

Going	1	2	3	4	5	6	7	8	9	10
CALIFORNIA WESTERN RAILROAD TEN ROUND-TRIP PARTY COMMUTATION TICKET										
Between ----- and -----										
Purchaser -----										
Date of Sale ----- <i>See reverse side for conditions of sale.</i>										
No. _____ FORM 101										
Return	1	2	3	4	5	6	7	8	9	10

In consideration of this ticket being sold at a reduced price from the regular full rate, it is subject to the following limitations and conditions:

1. That it will be good for Ten (10) round-trips between the points named on face of this ticket, and it will not be good for passage after Three (3) months from date of sale.
2. This ticket MUST be accompanied by a valid photo ID and may only be used by the purchaser named on the front.
3. That it will be good only for continuous trips between the stations named. Ticket is to be lifted by the conductor with last trip on the ticket.



SINGLE ROUND-TRIP COMMUTATION TICKET

- Good for one person who's name must be on the front as indicated.
- Subject to provisions on the back side of the ticket.
 - For example if someone is going to Holmes, Swales, English, or Bowman's Camp which are just east of MP 10.0 "Redwood Lodge" they are charged to Grove. In every case ticket fares are based on the next station. When filling out the tickets though you should put the actual spot they are getting off (Fort Bragg to Swales Camp).

CALIFORNIA WESTERN R.R. ONE TRIP COMMUTE
Between ----- and -----
DATE SOLD:
SOLD TO:
No. _____ FORM 101

CALIFORNIA WESTERN RAILROAD SINGLE ROUND-TRIP PARTY COMMUTATION TICKET			
Between -----		and -----	
Purchaser -----			
Date of Sale -----		<i>See reverse side for conditions of sale.</i>	
No. _____		FORM 101	
	Going	Return	

In consideration of this ticket being sold at a reduced price from the regular full rate, it is subject to the following limitations and conditions:

1. That it will be good for One (1) round-trip between the points named on the face of this ticket, and it will not be good for passage after Three (3) months from the date of sale.
2. This ticket MUST be accompanied by a valid photo ID and may only be used by the purchaser named on the front.
3. That it will be good only for continuous trips between the stations named. Ticket is to be lifted by the conductor with last trip on the ticket.



DESIGNATED STATIONS & FAMILY NAMES

Designated stations stops are in bold all others are "flag stops"

Fort Bragg

Glen Blair Junction

No Residents

South Fork

Merritts (across the river before Bridge 7.88)

Ranch

Clark, Paul & Barbara (westerly most cabin)
 Fernandez, Gary (cabin just West of Ranch)
 Holmes, Leonard (cabin at the East end of Ranch)
 Rayman, Dan or Rosanna
 McDonald

Redwood Lodge

No Residents (the cabin just past 9.86 is vacant).

Grove

Bowman's

Gayle Bowman
 Vic Kosonen
 Patty Kosonen
 Will Kosonen
 David Kosonen
 Jennifer Carlson (Gayle Bowman's other daughter)
 Johnny Ciro
 Anna-Kristina Rosenquist
 Justin Mynatt
 Scott Mayberry
 Roberta Mayberry

English Camp

Gevas

Holmes (Norma, Cookie, Allan)

Kosta

Nowlins

Swales

Webster

Camp Little Stinker

Daniels / Delong / Kjeldsens / Kostas

Camp Three

No Residents

Camp Noyo

Hemphill

Alpine

No Residents at Alpine proper
 Four Point Lodge (just west of Bridge 19.28) Dennett

Camp Mendocino

Bohlen

Old Camp 7 (just east of Camp Mendo)

Cameron, Kristen & Gordon
 Schmidt, Phil
 Matson, Jerry

Updated 2014.9.10



Northspur

Ballard
Bello
Fernandez (Caretaker)
Doll
Hinton, Leanne
Ingram
Neutra, Raymond
Pratt
Rossetto, Jason
Scott, Gary



DESIGNATED STATIONS & FAMILY NAMES

Designated stations stops are in bold all others are "flag stops"

Willits

Summit	Jergenson
Crowley	Baldo
Clare Mill	
Burbeck	Urban, John
Shake City	Burkhardt Hess Redwood Creek Old Maguires Ranch (Wilderness Unlimited)
Irmulco	Benedetti Big Stump - Piatt Boone Camp Saint Albert Faulkner Larson McCarthy McLaughlin Nystrom
Northspur	See Above



FARES

	Mile	10 Round-Trip Ticket	1 Round-Trip Ticket
Fort Bragg	0		
Glen Blair	3.5	N/A	N/A
South Fork	6.6	\$20	\$8
Ranch	9	\$30	\$11
Redwood Lodge	10	\$40	\$13
Grove	12.7	\$50	\$16
Camp Three	14.9	\$75	\$19
Alpine	18.1	\$90	\$23
Northspur (*)	21.3	\$100	\$27
Willits	40		
Summit	35.4	\$30	\$7
Crowley	34.1	\$30	\$9
Clare Mill	30.4	\$40	\$14
Burbeck	27.8	\$50	\$18
Shake City	26.8	\$75	\$19
Irmulco	23.9	\$90	\$23
Northspur (*)	21.3	\$100	\$27

(*) Fares to Northspur are only for those spending the night with a resident and returning the next day.

Tickets may not be sold to non-residents (of the line) or guests thereof, and are defined by the preceding list.

The "1 Round-Trip Tickets" are meant to be used for people who are just going out and back.

Commuter Fares



Updated 2016.7.16



July 16, 2016 **(UPDATED)**

To: All Concerned

From: Robert Jason Pinoli

Re: COMMUTE FARES

The following is an update to the policies and procedures for commute fares and takes effect immediately.

There are now two styles of tickets being issued - 10 round-trips between a designated station and another designated station. The second is a 1-trip pass between a designated station and another (this is meant for people going out to camp to visit).

There is a significant difference now, the 10 round-trip tickets are only good for the person who is named on the front, and this will rule be strictly enforced.

Ticket Agents, Conductors, Brakemen, and Motormen not enforcing the policies will be held accountable.

Fares have also been simplified considerably and fares have increased.

Commute Tickets pricing policies are attached.

Updated 2016.4.2

MENDO00463



TEN ROUND-TRIPS COMMUTAITON TICKET

- Good for one person ONLY. Their name must be on the front as indicated.
- Must be known to the train crew or have a valid photo ID at the time of boarding to accompany this ticket (NO EXCEPTIONS).
- Subject to provisions on the back side of the ticket.
 - For example, if someone is going to Holmes, Swales, English, or Bowman’s Camp which are just east of MP 10.0 “Redwood Lodge” they are charged to Grove. In every case ticket fares are based on the next station. When filling out the tickets though you should put the actual spot they are getting off (Fort Bragg to Swales Camp).

CALIFORNIA WESTERN R.R. TEN TRIP COMMUTE
Between ----- and -----
DATE SOLD:
SOLD TO:
No. _____ FORM 101

Going	1	2	3	4	5	6	7	8	9	10
CALIFORNIA WESTERN RAILROAD TEN ROUND-TRIP PARTY COMMUTATION TICKET										
Between ----- and -----										
Purchaser -----										
Date of Sale ----- <i>See reverse side for conditions of sale.</i>										
No. _____ FORM 101										
Return	1	2	3	4	5	6	7	8	9	10

In consideration of this ticket being sold at a reduced price from the regular full rate, it is subject to the following limitations and conditions:

1. That it will be good for Ten (10) round-trips between the points named on face of this ticket, and it will not be good for passage after Three (3) months from date of sale.
2. This ticket MUST be accompanied by a valid photo ID and may only be used by the purchaser named on the front.
3. That it will be good only for continuous trips between the stations named. Ticket is to be lifted by the conductor with last trip on the ticket.



SINGLE ROUND-TRIP COMMUTATION TICKET

- Good for one person whose name must be on the front as indicated.
- Subject to provisions on the back side of the ticket.
 - For example, if someone is going to Holmes, Swales, English, or Bowman's Camp which are just east of MP 10.0 "Redwood Lodge" they are charged to Grove. In every case ticket fares are based on the next station. When filling out the tickets though you should put the actual spot they are getting off (Fort Bragg to Swales Camp).

CALIFORNIA WESTERN R.R. ONE TRIP COMMUTE
Between ----- and -----
DATE SOLD:
SOLD TO:
No. _____ FORM 101

CALIFORNIA WESTERN RAILROAD SINGLE ROUND-TRIP PARTY COMMUTATION TICKET			
Between -----		and -----	
Purchaser -----			
Date of Sale ----- <i>See reverse side for conditions of sale.</i>			
No. _____		FORM 101	
	Going	Return	

In consideration of this ticket being sold at a reduced price from the regular full rate, it is subject to the following limitations and conditions:

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2. This ticket **MUST** be accompanied by a valid photo ID and may only be used by the purchaser named on the front.
3. That it will be good only for continuous trips between the stations named. Ticket is to be lifted by the conductor with last trip on the ticket.



DESIGNATED STATIONS & FAMILY NAMES

Designated stations stops are in bold all others are "flag stops"

Fort Bragg

Glen Blair Junction

No Residents

South Fork

Merrits (across the river before Bridge 7.88)

Ranch

Clark, Paul & Barbara (westerly most cabin)
 Fernandez, Gary (cabin just West of Ranch)
 Holmes, Leonard (cabin at the East end of Ranch)
 Rayman, Dan or Rosanna
 McDonald

Redwood Lodge

No Residents (the cabin just past 9.86 is vacant).

Grove

Bowman's

Gayle Bowman
 Vic Kosonen
 Patty Kosonen
 Will Kosonen
 David Kosonen
 Jennifer Carlson (Gayle Bowman's other daughter)
 Johnny Ciro
 Anna-Kristina Rosenquist
 Justin Mynatt
 Scott Mayberry
 Roberta Mayberry

English Camp

Gevas
 Holmes (Norma, Cookie, Allan)
 Kosta
 Nowlins
 Swales
 Webster

Camp Little Stinker

Daniels / Delong / Kjeldsens / Kostas

Camp Three

No Residents

Camp Noyo

Hemphill

Alpine

No Residents at Alpine proper
 Four Point Lodge (just west of Bridge 19.28) Dennett

Camp Mendocino

Bohlen

Old Camp 7 (just east of Camp Mendo)

Cameron, Kristen & Gordon
 Schmidt, Phil
 Matson, Jerry

Updated 2016.4.2



Northspur

Ballard
Bello
Fernandez (Caretaker)
Doll
Hinton, Leanne
Ingram
Neutra, Raymond
Pratt
Rossetto, Jason
Scott, Gary



DESIGNATED STATIONS & FAMILY NAMES

Designated stations stops are in bold all others are “flag stops”

Willits

Summit	Jergenson
Crowley	Baldo
Clare Mill	
Burbeck	Urban, John
Shake City	Burkhardt Hess Redwood Creek Old Maguires Ranch (Wilderness Unlimited)
Irmulco	Benedetti Big Stump – Piatt McKenna – LaRue / Grice Boone Camp Saint Albert Faulkner Larson McCarthy McGrath, April McLaughlin Nystrom
Northspur	See Above



FARES

	Mile	10 Round-Trip Ticket	1 Round-Trip Ticket
Fort Bragg	0		
Glen Blair	3.5	N/A	N/A
South Fork Ranch	6.6	\$20	\$8
Redwood Lodge Grove	9	\$30	\$11
Camp Three	10	\$40	\$13
Alpine	12.7	\$50	\$16
Northspur (*)	14.9	\$75	\$19
	18.1	\$90	\$23
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Willits	40		
Summit	35.4	\$30	\$7
Crowley	34.1	\$30	\$9
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Commuter Fares



Updated 2017.6.9



June 9, 2017 (UPDATED)

To: All Concerned

From: Robert Jason Pinoli

Re: COMMUTE FARES

The following is an update to the policies and procedures for commute fares and takes effect immediately.

There are now two styles of tickets being issued - 10 round-trips between a designated station and another designated station. The second is a 1-trip pass between a designated station and another (this is meant for people going out to camp to visit).

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Commute Tickets pricing policies are attached.

Updated 2017.6.9

MENDO00471



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Between ----- and -----
DATE SOLD:
SOLD TO:
No. _____ FORM 101

Going	1	2	3	4	5	6	7	8	9	10
CALIFORNIA WESTERN RAILROAD TEN ROUND-TRIP PARTY COMMUTATION TICKET										
Between ----- and -----										
Purchaser -----										
Date of Sale ----- <i>See reverse side for conditions of sale.</i>										
No. _____ FORM 101										
Return	1	2	3	4	5	6	7	8	9	10

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Between -----		and -----	
Purchaser -----			
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No. _____		FORM 101	
	Going	Return	

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Glen Blair Junction

No Residents

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Merritts (across the river before Bridge 7.88)

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Clark, Paul & Barbara (westerly most cabin)
 Fernandez, Gary (cabin just West of Ranch)
 Holmes, Leonard (cabin at the East end of Ranch)
 Rayman, Dan or Rosanna
 McDonald

Redwood Lodge

No Residents (the cabin just past 9.86 is vacant).

Grove

Bowman's

Gayle Bowman
 Vic Kosonen
 Patty Kosonen
 Will Kosonen
 David Kosonen
 Jennifer Carlson (Gayle Bowman's other daughter)
 Johnny Ciro
 Anna-Kristina Rosenquist
 Justin Mynatt
 Scott Mayberry
 Roberta Mayberry

English Camp

Gevas

Holmes (Norma, Cookie, Allan)

Kosta

Nowlins

Swales

Webster

Camp Little Stinker

Daniels / Delong / Kjeldsens / Kostas

Camp Three

No Residents

Camp Noyo

Hemphill

Alpine

No Residents at Alpine proper
 Four Point Lodge (just west of Bridge 19.28) Dennett

Camp Mendocino

Bohlen

Old Camp 7 (just east of Camp Mendo)

Cameron, Kristen & Gordon
 Schmidt, Phil
 Matson, Jerry

Updated 2017.6.9



Northspur

Ballard
Bello
Doll
Hinton, Leanne
Ingram
Neutra, Raymond
Pratt
Rossetto, Jason
Scott, Gary



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Summit	Jergenson
Crowley	Baldo
Clare Mill	
Burbeck	Urban, John
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The “1 Round-Trip Tickets” are meant to be used for people who are just going out and back.

EXHIBIT 3

210287



SIERRA RAILROAD COMPANY

341 Industrial Way
Woodland, CA 95776-6012
Tel: 530-666-9646
Fax: 530-666-2919

March 11, 2004

Secretary
Surface Transportaton Board
1925 K Street, NW
Washington, DC 20423-0001



Re: Notice of Exemption, Mendocino Railway, FD 34465

Dear Sir or Madam:

The following is enclosed:

- 1. An original and 10 copies of the Notice of Exemption by Mendocino Railway;
- 2. A 3.5 inch floppy disk contining the Notice of Exemption in WordPerfect 5.1 format.
- 3. A check in the amount of \$1,400.00 for the filing fee.

Please contact me if there are any questions regarding the above matters.

Sincerely,

David Magaw
Vice President, Sierra Railroad Company
President, Mendocino Railway

ENTERED
Office of Proceedings
MAR 12 2004
Part of
Public Record

FEE RECEIVED

MAR 12 2004

SURFACE
TRANSPORTATION BOARD

FILED

MAR 12 2004

SIERRA
TRANSPORTATION BOARD

210287

BEFORE THE SURFACE TRANSPORTATION BOARD

NOTICE OF EXEMPTION



FINANCE DOCKET NO. FD 34465

VERIFIED NOTICE BY MENDOCINO RAILWAY FOR EXEMPTION UNDER 49 C.F.R. § 1150.31 OF
ACQUISITION OF THE ASSETS OF THE CALIFORNIA WESTERN RAILROAD

FEE RECEIVED

MAR 12 2004

**SURFACE
TRANSPORTATION BOARD**

Torgny Nilsson, General Counsel
Mendocino Railway
341 Industrial Way
Woodland, California 95776
(530) 666-9646

FILED

MAR 12 2004

**SURFACE
TRANSPORTATION BOARD**

**ENTERED
Office of Proceedings**

MAR 12 2004

**Part of
Public Record**

BEFORE THE SURFACE TRANSPORTATION BOARD

NOTICE OF EXEMPTION

FINANCE DOCKET NO. FD 34465



VERIFIED NOTICE BY MENDOCINO RAILWAY FOR EXEMPTION UNDER 49 C.F.R. § 1150.31 OF
ACQUISITION OF THE ASSETS OF THE CALIFORNIA WESTERN RAILROAD

1. Introduction

This verified notice is filed pursuant to 49 C.F.R. section 1150.31 by Mendocino Railway, a non-carrier, to exempt from regulation under 49 U.S.C. section 10901, its acquisition of the assets of the California Western Railroad (the “CWR”) from the CWR through its trustee in bankruptcy and with the approval of the Bankruptcy Court for the Northern District of California. Mendocino Railway’s acquisition of the CWR will hereinafter be referred to as the “Acquisition.” Mendocino Railway intends to at least initially operate the CWR with the help of its affiliated entities: Sierra Northern Railway (a Class III common carrier); Midland Railroad Enterprises Corporation (a railroad construction and track maintenance company); and Sierra Entertainment (a tourism, entertainment, and passenger operations company). The CWR is located in Mendocino County, California. The total mileage to be acquired is approximately forty (40) miles.

Mendocino Railway is a California corporation formed for the purpose of acquiring and operating the CWR. Mendocino Railway’s status as a wholly-owned subsidiary of Sierra Railroad Company (a non-carrier holding company), and its relationships with its affiliated entities give Mendocino Railway access to the experienced personnel, equipment, and economies of scale needed to conduct the repairs and maintenance required if the CWR is to reopen in time for the May 1, 2004 beginning of the tourist season in Mendocino County. Reopening by this deadline is crucial as the CWR has—at least recently—relied almost solely on tourism to support its continued operation.

2. **Information**

In accordance with 49 C.F.R. section 1150.33, Mendocino Railway hereby states as follows:

a. Full Name And Address Of Applicant

Mendocino Railway
341 Industrial Way
Woodland, California 95776

b. Representative Of Applicant To Receive Correspondence

Torgny Nilsson, General Counsel
Mendocino Railway
341 Industrial Way
Woodland, California 95776
(530) 666-9646

c. Statement Of Agreement Reached

Judge Alan Jaroslovsky of the Bankruptcy Court for the Northern District of California has issued a February 11, 2004 Order Authorizing Sale of Railroad Assets that authorized the Trustee to sell the railroad assets of the CWR to Sierra Railroad Company. Sierra Railroad Company has formed Mendocino Railway as a wholly owned subsidiary to acquire and operate the CWR. A true and correct copy of the court's Order is attached as Exhibit "A" hereto.

Mendocino Railway is in the process of attempting to reach an agreement with Hawthorne Timber Company, LLC ("Hawthorne") for the transfer to Mendocino Railway of Hawthorne's fee interest in the real property underlying the CWR's tracks, but no such agreement has yet been reached.

d. The Operator Of The Property

Mendocino Railway will operate the CWR, at least initially with the help of its affiliated entities: Sierra Northern Railway (a Class III common carrier); Midland Railroad Enterprises Corporation (a railroad construction and track maintenance company); and Sierra Entertainment (a tourism, entertainment, and passenger operations company).

e. Summary Of Proposed Transaction

i. Name, Address, And Telephone Number Of Railroad Transferring Property

The railroad transferring the property is the CWR, through its bankruptcy trustee, Michael H. Meyer, 3510 Unical Place, Suite 108, Santa Rosa, California 95403; (707) 544-5500, and with the approval of Judge Alan Jaroslovsky of the Bankruptcy Court for the Northern District of California, 99 South "E" Street, Santa Rosa, California 95404; (707) 525-8520.

ii. Proposed Time Schedule

Following open bidding and a bankruptcy court hearing on December 16, 2003 that involved testimony by, and questioning of, representatives of all parties bidding to acquire the CWR, Judge Jaroslovsky on December 17, 2003 issued a Memorandum on Confirmation of Plan or Sale of Assets selecting SRC as the successful bidder for the CWR's assets. A true and correct copy of Judge Jaroslovsky's Memorandum on Confirmation of Plan or Sale of Assets is attached as Exhibit "B" hereto and incorporated by reference herein.

SRC subsequently incorporated Mendocino Railway to implement the Acquisition. Mendocino Railway, the bankruptcy trustee, and Hawthorne have worked diligently to promptly finalize the Acquisition. Mendocino Railway and SRC have conducted extensive inspections of the CWR's equipment and tracks and formulated repair and maintenance plans so that the CWR can reopen on or about May 1, 2004. Mendocino Railway and SRC have also commenced maintenance and repair of the CWR's tracks and equipment.

Provided that there are no delays to the conclusion of this notice process, Mendocino Railway anticipates completing its Acquisition by the middle of March 2004 and reopening the CWR on or about May 1, 2004.

iii. Mile Posts Of Subject Property

The subject property consists of all rail lines owned by the CWR, described as between milepost 0 and milepost 40.

iv. Total Route Miles Being Acquired

Approximately 40 route miles are being acquired.

f. Map Indicating Area To Be Served

A map indicating the area to be served is attached as Exhibit "C" hereto and incorporated by reference herein.

g. Certificate That Applicant's Projected Revenues Do Not Exceed Those That Would Qualify It As a Class III Carrier

Mendocino Railway certifies that its projected revenues do not exceed \$5 million per year and do not exceed those that would qualify it as a Class III carrier.

3. Environmental Report

Pursuant to 29 C.F.R. section 1105.6(c)(2), no environmental documentation is required because this proceeding involves authority for an acquisition under 49 U.S.C. section 10901 that will not result in significant changes in operations of the CWR or operations exceeding the thresholds established in 49 C.F.R. section 1105.7(e)(4) or (5).

4. Historic Report

No historic report under 49 C.F.R. section 1105.8(b)(1) is required because the acquisition merely involves the acquisition for continued rail operations and further Board approval is required to discontinue or abandon any service. Mendocino Railway has no plans to dispose of or alter properties subject to the Board's jurisdiction that are 50 years old or older.

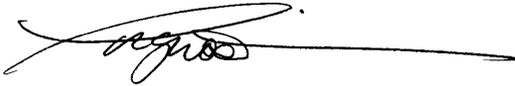
5. Labor Protection

Mendocino Railway does not believe that its Acquisition is subject to labor protection conditions. However, Mendocino Railway's Acquisition will not result in any layoffs or other reductions of personnel: the CWR shut down for the winter in or about September 2003 and has not employed more than one person since that time. Mendocino Railway anticipates that the Acquisition will result in the hiring of, not the reduction of, personnel.

6. Caption Summary

The caption summary required by 49 C.F.R. section 1150.34 is attached as Exhibit "D" hereto.

Respectfully Submitted,



Torgny Nilsson
General Counsel
Mendocino Railway
341 Industrial Way
Woodland, California 95776
(530) 666-9646

VERIFICATION

I, Davis Magaw, the incorporator of Mendocino Railway, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to file the foregoing document.

Executed this 11th day of March 2004.



David Magaw

EXHIBIT A

1 STATE BAR NO. 60780
2 DAVID N. CHANDLER
3 David N. Chandler, p.c.
4 1747 Fourth Street
5 Santa Rosa, CA 95404
6
7 (707) 528-4331
8 Attorney for Trustee

FILED
February 11, 2004
U.S. Bankruptcy Court
Santa Rosa, CA

9 UNITED STATES BANKRUPTCY COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 IN RE:) CASE No. 02-12924
12 CALIFORNIA WESTERN) CHAPTER 11
13 RAILROAD, INC.,)
14 Debtor.) ORDER AUTHORIZING SALE
15 OF RAILROAD ASSETS

FEB 13 2004

16 The above captioned matter having regularly come on for hearing
17 on the Motions of Michael H. Meyer, Trustee, for an Order Determining
18 Secured Status, for Order Authorizing Sale Free and Clear of Liens
19 and for Confirmation of a Plan on December 16, 2003, David N.
20 Chandler appearing for Michael H. Meyer, Trustee, Timothy Hoffman
21 appearing for John and Sandra Mayfield, et al., Don Poole appearing
22 for WestAmerica Bank, Douglas Provencher appearing for Economic
23 Development Corporation, and appearances having been made on behalf
24 of bidders for the assets of the California Western Railroad,
25 evidence having been presented, the cause argued and submitted, and
26 the Court having filed its Memorandum on December 17, 2003, and good
27 cause appearing,

28 IT IS HEREBY ORDERED as follows:

29 1. The Trustee is authorized to sell the railroad assets
30 described in the Motion and the First Amended Plan to Sierra Railroad
31 Company for \$1,400,000.

32 2. Title to said property shall be delivered free and clear of
33 liens as agreed and consented in open Court and pursuant to further
34 Order of the Court. Said liens shall attach to the proceeds of sale
35 to the following extent:

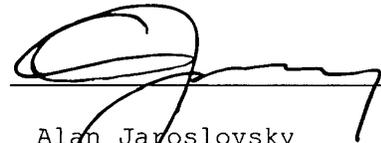
36 John Mayfield, et. al. \$300,000.00
WestAmerica Bank 700,000.00

3. Sierra Railroad Company shall promptly seek, at its expense,

1 Surface Transportation Board approval to acquire the railroad assets
2 of the Debtor.

3 4. Said sale may be made and consummated in conjunction with
4 the confirmation of the Second Amended Plan, the effective date of
5 which is the date of consummation of the said sale.

6
7 Dated: February 11, 2004

8
9
10
11 
12 Alan Jaroslovsky
13 U.S. Bankruptcy Judge

14 CERTIFICATE OF ELECTRONIC SERVICE

15 The undersigned deputy clerk of the United States Bankruptcy Court for the Northern District of
16 California hereby certifies that a copy of the attached document was electronically served on this date
17 on all parties listed below in accordance with the Federal Rules of Bankruptcy Procedure, and Rule
18 5(b)(2)(D) of the Federal Rules of Civil Procedure.

19 Dated: Feb 11, 2004

20 

21 Dawn Passalacqua
22 Deputy Court Clerk

23 Michel Meyer
24 mmeyer@sr13.com

25 David Chandler
26 dchandler1747@yahoo.com

27 Philip Arnot
28 ArnotInc@aol.com

29 Terrance Ponsford
30 tponsford@smrh.com

31 Tim Hoffman
32 THOFFMA@abbeylaw.com

33 Douglas Provencher
34 dbp@PROVLAW.com

35 John MacConaghy
36 dyork@pacbell.net

Law Offices
of

David N. Chandler, p.c.
1747 Fourth Street
Santa Rosa, CA 95404
(707) 528-4331

CERTIFICATE OF MAILING

The undersigned deputy clerk of the United States Bankruptcy Court for the Northern District of California hereby certifies that a copy of the attached document was mailed to all parties listed below as required by the Bankruptcy Code and Rules of Bankruptcy Procedure.

Dawn Passalacqua

Dated: Feb 11, 2004

Dawn Passalacqua
Deputy Court Clerk

Ross Walker
111 E Commercial St.
Willits, CA 95490

Michael Gogna
401 Mendocino Ae.
Santa Rosa, CA 95401

Torgny Nilsson
341 Industrial Way
Woodland, CA 95776

Hanno T. Powell
Law Offices of Hanno T. Powell
1640 W Shaw Ave. #101
Fresno, CA 93711

EXHIBIT B

**FILED
December 17, 2003
U.S. Bankruptcy
Court
Santa Rosa, CA**

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re

CALIFORNIA WESTERN RAILROAD, INC.,
Debtor.

No. 02-12924

Memorandum on Confirmation of Plan or Sale of Assets

Introduction

Debtor California Western Railroad filed a petition under Subchapter IV (Railroad Reorganization) of Chapter 11 of the Bankruptcy Code on December 3, 2002. Michael Meyer is the trustee appointed pursuant to § 1163 of the Code. His plan of reorganization proposed under § 1172 of the Bankruptcy Code is now before the court. The plan calls for the sale of all of the assets, which is the only way the railroad can survive, as Meyer is unable to continue to operate the railroad. In the event that all of the requirements of confirmation cannot be met, Meyer seeks leave to sell the railroad pursuant to § 363(b) of the Code.

Background

California Western Railroad operates on approximately 48 miles of track between Ft. Bragg and Willits, California. It was originally built as a logging railroad, but has also provided significant passenger service since 1912. It remains a vital link between Willits and the coastal communities.

At Willits, California Western owns a depot which is located on the Northwestern Pacific (NWPY) track, on which California Western has trackage rights. California Western connects to the

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1 NWPY track, which connects to the Union Pacific Railroad mainline. However, the NWPY line has
2 been closed recently due to maintenance issues, which has resulted in at least a temporary stop to freight
3 traffic. As a result, it has operated in recent years primarily as an excursion railroad. Though there is no
4 longer direct connection to the rest of the country through the NWPY track, Amtrak allows California
5 Western to have access to the Union Pacific Mainline.

6
7 **Procedural Status**

8 There is no question that the railroad must be sold now in order to survive. There is also no
9 question that the value of the railroad is insufficient to result in any dividend to the general unsecured
10 creditors, although the plan is still confirmable because, as required by § 1129(b)(2)(B) of the Code, no
11 junior class is to receive anything. Both § 1165 and § 1173(a)(4) require the court to consider the
12 public interest in making its decision.

13 The Trustee's plan calls for the court to select a buyer from among five potential purchasers,
14 considering their bids and business plans. Two of the potential purchasers have dropped out, leaving
15 bids by Pacific Cascade Railway, LLC ("Pacific Cascade"), Sierra Railroad Company ("Sierra"), and
16 Old 45, LLC ("Old 45"). The highest bid is that of Pacific Cascade, at \$1.5 million. The other two
17 bidders have offered \$1.4 million each.¹ Although none of the bidders have standing to argue which
18 should be selected, the court permitted them to present their proposals and allowed limited examination
19 of each others' representatives.² The court also allowed counsel for the affected communities to
20 participate.

21 _____
22 ¹Sierra Railroad had originally bid only \$1 million. Upon understanding that a plan simply
23 would not work at that number, Sierra expressed a willingness to increase its bid to \$1.4 million. Upon
24 request of the Trustee, the court agreed to consider the sale to Sierra at its increased bid.

25 ²Pacific Cascade claimed standing to proceed as a creditor by virtue of having purchased a small
26 unsecured claim. However, standing based on this claim evaporated when it became clear that under no
circumstances would there be a dividend to unsecured creditors, who therefore had no economic interest
in the case.

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2 Selection of Purchaser

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I. Old 45

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II. Pacific Cascade

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The least attractive purchaser, by far, is Old 45. Its business plan completely lacks vision and hope. Under its ownership, the railroad would abandon any idea of ever again fulfilling its intended role as an important economic asset for the area it serves and instead become a plaything for adults who had outgrown their model railroad toys. While the historical aspect of the railroad is important and worth preserving, Congress did not enact the special railroad provisions of the Bankruptcy Code in order to create amusement rides. The court is not ready to reduce a valuable, working railroad to the status of a living museum.

Moreover, the principals proposed by Old 45 to operate the railroad are, for the most part, seriously lacking in both railroad experience and business acumen. If their limited use of the railroad did not result in a profit, or if they grew tired of it, they would not have the ability to modify their strategy or create new sources of revenue. The Old 45 proposal is the one most likely to result in the demise of the railroad. The court would be very reluctant to approve a sale to Old 45 even if it was the only bidder.

The proposal of Pacific Cascade is in many ways the opposite of the Old 45 proposal. While Pacific Cascade would continue passenger service, its plan foresees a potential heavy industrial use for the railroad in conjunction with development of deep-water docking services.³

³A similar proposal was made for the Eureka Southern Railway in 1992. At the urging of the local communities, the court chose a sale to a state-funded entity instead. The local communities probably regret their position in light of the failure of the purchaser to keep the railroad open. The court certainly regrets its decision.

1 Pacific Cascade's proposal has several attractive aspects. Its bid is \$100,000.00 higher than the
2 other two, which is worthy of consideration although not crucial.⁴ In addition, it properly recognizes the
3 value of the railroad as a still-viable tool for economic development and commerce. However, Pacific
4 Cascade does not have the backing of the local communities, who fear that Pacific Cascade's intended
5 use may be too industrial for the area and that failure of Pacific Cascade to realize its more ambitious
6 goals could result in the end of the railroad. This unease has been fostered by Pacific Cascade's failure
7 to successfully court the local communities and its apparent lack of candor in presenting its case to them.

8
9 III. Sierra

10 The Sierra proposal seems to strike a good balance between the theme park approach of Old 45
11 and the industrial development approach of Pacific Cascade. It recognizes that the railroad is still a
12 valuable instrument of commerce and that a combination of shipping and excursion service is the best
13 way to return the railroad to profitability and keep it operating. It also recognizes the historic place of
14 the railroad in its community and its value to the local tourism industry.

15 The court is impressed by Sierra's railroad resume, which is far more impressive than that of
16 either Old 45 or Pacific Cascade. It has operated railroads since 1897. It is currently operating several
17 railroads, some of which operate excursion trains and some which handle heavy freight operations. It
18 has demonstrated that its ability to use track maintenance personnel and equipment on many different
19 lines will result in an economy of scale which could be the difference between survival and demise for
20 this railroad.

21 Moreover, Sierra has a vision for the future utterly lacking from Old 45, and it is a vision
22 which, unlike Pacific Cascade's, is shared by the local communities. In all important respects, Sierra is
23 the best purchaser for this railroad.

24
25 ⁴The benefit of the higher offer is offset by a secured creditor's consent to confirmation only if
26 the purchaser is other than Pacific Cascade. The economic effect of dealing with the rights of this
creditor probably makes the choice a push as far as creditors are concerned.

1 Conclusion

2 Sierra Railroad Company will be confirmed as the purchaser of the California Western Railroad,
 3 at a price of \$1.4 million. At present, the Trustee has demonstrated all of the elements necessary for
 4 confirmation of his plan except that the purchase price is insufficient to pay all of the priority claims as
 5 required by § 1173(a) and § 1129(a)(9) of the Bankruptcy Code in the absence of their agreement to
 6 other treatment.⁵ Accordingly, his plan will be confirmed if he obtains the required consents of the
 7 priority creditors. If he cannot obtain the consents, the sale will be approved as a sale under § 363(b) of
 8 the Code, with the treatment of secured creditors in the same manner as they have consented to treatment
 9 under the plan.

10 This memorandum constitutes the court's findings and conclusions pursuant to FRCP 52(a) and
 11 FRBP 7052. Counsel for the Trustee shall submit an appropriate form of order forthwith.

12
 13 Dated: December 17, 2003

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 17 Alan Jaroslovsky
 18 U.S. Bankruptcy Judge
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24 _____
 25 ⁵Their agreement would seem to make sound economic sense since all other alternatives,
 26 including liquidation in Chapter 7, would result in smaller dividends to them. Once the railroad is sold,
 the debtor will be eligible for Chapter 7. *In re Eureka Southern R. Co., Inc.*, 177 B.R. 323 Bankr.
 (Bankr.N.D.Cal. 1995).

EXHIBIT C

MAP TO BE
SCANNED
LATER

EXHIBIT D

SURFACE TRANSPORTATION BOARD

Notice of Exemption

FINANCE DOCKET NO. FD 34465

MENDOCINO RAILWAY

– ACQUISITION –

CALIFORNIA WESTERN RAILROAD

Mendocino Railway has filed a notice of exemption to acquire the assets of the California Western Railroad, including its line between milepost 0 and milepost 40. Comments must be filed with the Board and served on Torgny Nilsson, General Counsel, Mendocino Railway, 341 Industrial Way, Woodland, California 95776; (530) 666-9646.

This notice is filed under 49 C.F.R. section 1150.31. If the notice contains false or misleading information, the exemption is void *ab initio*. The filing of a petition to revoke will not automatically stay the transaction.

EXHIBIT 4

1 JAMES F. KING, SBN 41219
STEPHEN F. JOHNSON, SBN 205244
2 MICHAELYN P. WIPF, SBN 300428
MANNON, KING, JOHNSON & WIPF, LLP
3 200 North School Street, Suite 304
Post Office Box 419
4 Ukiah, California 95482
Telephone: (707) 468-9151
5 Facsimile: (707) 468-0284

6 Attorneys for Defendant John Meyer

7
8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF MENDOCINO

10 MENDOCINO RAILWAY,
11 Plaintiff,

12 vs.

13 JOHN MEYER; REDWOOD EMPIRE
TITLE COMPANY OF MENDOCINO
14 COUNTY; SHEPPARD
INVESTMENTS; MARYELLEN
15 SHEPPARD; MENDOCINO COUNTY
TREASURER-TAX COLLECTOR; all
16 other persons unknown claiming an
17 interest in the property; and DOES 1
through 100, inclusive

18 Defendants.

) Unlimited

) Case No. SCUJ-CVED 20-74939

) NOTICE OF DEPOSITION OF
MENDOCINO RAILWAY'S PERSON
19 MOST KNOWLEDGEABLE AND
20 REQUEST FOR PRODUCTION OF
DOCUMENTS

21 **TO THE PARTIES AND THEIR ATTORNEY OF RECORD:**

22 **PLEASE TAKE NOTICE** that defendant John Meyer will take the oral
23 deposition of Mendocino Railway's Person Most Knowledgeable of the "Project"
24 referenced in the "Complaint") that is to be completed on the "Meyer Property," and the
related eminent domain taking of the Meyer Property.

25 The deposition shall occur on April 26, 2022, at the offices of Adair, Potswald, &
26 Hennesey, certified shorthand reports, located at 212 West Perkins Street, Ukiah,
California, 95482, commencing at 9:00 A.m.

27 The deposition will be taken before a certified shorthand reporter and shall

1 continue from day to day, Sundays and holidays excepted, until completed.

2 DATED: April 5, 2022.

MANNON, KING, JOHNSON & WIPF, LLP

3
4
5 STEPHEN F. JOHNSON
Attorneys for Defendant John Meyer

6 **REQUEST FOR PRODUCTION OF DOCUMENTS**

7 Pursuant to Code of Civil Procedure § 2025.220(a)(4), the deponent is required to
8 produce at the deposition and permit inspection and copying of all documents described
9 below, which are in the possession or under the control of the deponent.

10 **DEFINITIONS;**

11 1. The term “Communication(s)” means any transmission or exchange of
12 information, opinions or thoughts, whether orally, in writing, or otherwise, including but
13 not limited to conversations, meetings, letters, notes, and telegraphic, facsimile messages,
14 email messages, telephonic text messages, and computer-assisted electronic messages.

15 2. The term “Complaint” means the Complaint In Eminent Domain filed by
16 Mendocino Railway on December 22, 2020, in Mendocino County Superior Court.

17 3. The term “Document” or “Documents” means and includes the originals
18 and/or copies of all forms of writings as defined by Evidence Code § 250, however
19 produced or reproduced, including but not limited to books, accounts, records, journals,
20 ledgers, diaries, reports, memoranda, personal notes, letters, correspondence, written or
21 recorded witness statements, tape recordings, photographs, maps, drawings, sketches,
22 legal documents (including pleadings, files, records and other legal documents), deeds,
23 title reports, title insurance policies, contracts of sale and addenda thereto, deposit
24 receipts and addenda thereto, records or evidence of any payment made, disclosures,
25 inspection reports, maps, photographs, bank statements, checks, receipts, loan documents,
26 loan applications, easements, escrow papers, recorded documents, reports prepared by
27 engineers, surveyors, and other professionals or their assistants, contracts, deposit

1 receipts, agreements, plans, specifications, drawings, surveys, records of survey,
2 surveyor's notes, e-mails and email files, and computer files and records.

3 4. As used herein, "Plaintiff" refers to plaintiff Mendocino Railway and its
4 employees, agents and assigns.

5 5. The term "Meyer" refers to defendant John Meyer.

6 6. The term "Meyer Property" shall mean and refer to the real property
7 that is owned by plaintiff John Meyer that is commonly known as Mendocino County
8 Assessor Parcel Number 038-180-53.

9 7. The term "Project" is defined in Paragraph 2 of the Complaint. "The 'Project'
10 for which Plaintiff seeks to acquire the below described property consists of construction
11 and maintenance of rail facilities related to Plaintiff's ongoing and future freight and
12 passenger rail operations and all uses necessary and convenient thereto."

13 **DOCUMENTS REQUESTED**

14 1. All Documents and Communications which support the allegation in
15 in paragraph 1 of the Complaint that Mendocino Railway is now, and at all relevant times,
16 a California railroad corporation.

17 2. All Documents and Communications which support the allegation in
18 in paragraph 1 of the Complaint that Mendocino Railway is authorized by law to exercise
19 the power of eminent domain to acquire private property for public use pursuant to
20 California Constitution, Article 1, § 19; Public Utilities Code §§ 229, 230, 611 and
21 7526(g); and California Code of Civil Procedure §§ 1230.010, et seq.

22 3. All Documents and Communications, specifically including, but not limited
23 to any plans for the construction and maintenance of rail facilities on the Meyer Property
24 related to Mendocino Railways ongoing and future freight and passenger rail operations
25 and all uses and necessary and convenient thereto.

26 4. All Documents and Communications which support the allegation in
27 paragraph 6 of the Complaint that it is in the public interest, and necessity, requires the
28

1 Meyer Property for Plaintiff's ongoing and future freight and passenger rail operations and
2 all uses necessary and convenient thereto.

3 5. All Documents and Communications which support the allegation in
4 paragraph 7 of the Complaint that Plaintiff considered and evaluated potential alternatives
5 for the Project.

6 6. All Documents and Communications which support the allegation in
7 paragraph 7 of the Complaint that Plaintiff determined that Project is planned or located
8 in the manner that will be most compatible with the greatest public good and the least
9 private injury.

10 7. All Documents and Communications which support the allegation in
11 paragraph 8 of the Complaint that the Meyer Property is necessary for the Project for
12 Plaintiff's ongoing and future freight and passenger rail operations and all uses necessary
13 and convenient thereto.

14 8. All Documents and Communications which tend to show Plaintiff's use to
15 be made of the Meyer Property.

16 9. All Documents and Communications that tends to evidence in any way the
17 value of the Meyer Property.

18 10. All Documents and Communications that may have any impact on the
19 valuation of the Meyer Property.

20 11. All Documents and Communications which tends to show that Meyer
21 should not be entitled to receive severance damages under Code of Civil Procedure §§
22 1263.410 through 1263.450.

23 12. All Documents and Communications which tend to show that Meyer
24 should not be entitled to compensation for loss of goodwill under Code of Civil
25 Procedure § 1263.510.

26 13. All Documents and Communications that tend to show the results of any
27 testing of the Meyer Property.

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14. All Documents and Communications that tend to show that Plaintiff's governing body adopted a resolution that complied with the requirements of Code of Code of Civil Procedure Section 1245.230.

15. All Documents and Communications that tend to show that Plaintiff provides notice of a hearing on the resolution of necessity to Meyer in accordance with Code of Code of Civil Procedure Section 1245.240.

16. All Document and Communications that tend to show Plaintiff's "territorial limits," if any.

17. All Documents and Communications relating in any way to the Meyer Property.

18. All Documents and Communications relating in any way to Meyer.

DATED: April 5, 2022. MANNON, KING, JOHNSON & WIPF, LLP



Stephen F. Johnson, Attorney for Defendant
John Meyer

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SERVICE LIST

Mendocino County Superior Court Case No.: SCUK-CVED-20-74939

Glenn L. Block California Eminent Domain Group, APC 3429 Ocean View Blvd., Suite L Glendale, CA 91208 glb@caledlaw.com	Christian Curtis Brina Blanton Office of Mendocino-Administration Center 501 Low Gap Road, Room 1030 Ukiah, CA 95482
Maryellen Sheppard 27200 North Highway 1 Fort Bragg, CA 95437	

1 JAMES F. KING, SBN 41219
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4 Ukiah, California 95482
Telephone: (707) 468-9151
5 Facsimile: (707) 468-0284

6 Attorneys for Defendant John Meyer

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF MENDOCINO**

10 MENDOCINO RAILWAY,
11 Plaintiff,

12 vs.

13 JOHN MEYER; REDWOOD EMPIRE
TITLE COMPANY OF MENDOCINO
14 COUNTY; SHEPPARD
INVESTMENTS; MARYELLEN
15 SHEPPARD; MENDOCINO COUNTY
TREASURER-TAX COLLECTOR; all
16 other persons unknown claiming an
interest in the property; and DOES 1
17 through 100, inclusive

18 Defendants.

) Unlimited

) Case No. SCUJ-CVED 20-74939

) NOTICE OF DEPOSITION OF ROBERT
PINOLI AND REQUEST FOR
PRODUCTION OF DOCUMENTS

19 **TO THE PARTIES AND THEIR ATTORNEY OF RECORD:**

20 **PLEASE TAKE NOTICE** that defendant John Meyer will take the oral
21 deposition of Robert Pinoli on April 26, 2022, at the offices of Adair, Potswald, &
22 Hennesey, certified shorthand reports, located at 212 West Perkins Street, Ukiah,
23 California, 95482, commencing at 1:00 p.m.

24 The deposition will be taken before a certified shorthand reporter and shall
25 continue from day to day, Sundays and holidays excepted, until completed.

26 ///

27 ///

1 DATED: April 5, 2022.

MANNON, KING, JOHNSON & WIPF, LLP

2
3
4 STEPHEN F. JOHNSON
Attorneys for Defendant John Meyer

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23 legal documents (including pleadings, files, records and other legal documents), deeds,
24 title reports, title insurance policies, contracts of sale and addenda thereto, deposit
25 receipts and addenda thereto, records or evidence of any payment made, disclosures,
26 inspection reports, maps, photographs, bank statements, checks, receipts, loan documents,
27 loan applications, easements, escrow papers, recorded documents, reports prepared by
28 engineers, surveyors, and other professionals or their assistants, contracts, deposit

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5 5. The term "Meyer" refers to defendant John Meyer.

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25 and all uses and necessary and convenient thereto.

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27 paragraph 6 of the Complaint that it is in the public interest, and necessity, requires the
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1 Code of Civil Procedure Section 1245.230.

2 15. All Documents and Communications that tend to show that Plaintiff
3 provides notice of a hearing on the resolution of necessity to Meyer in accordance with
4 Code of Code of Civil Procedure Section 1245.240.

5 16. All Document and Communications that tend to show Plaintiff's "territorial
6 limits," if any.

7 17. All Documents and Communications relating in any way to the Meyer
8 Property.

9 18. All Documents and Communications relating in any way to Meyer.

10 DATED: April 5, 2022.

MANNON, KING, JOHNSON & WIPF, LLP

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Stephen F. Johnson, Attorney for Defendant
John Meyer

1 **PROOF OF SERVICE**

2 Mendocino County Superior Court Case No.: SCUK-CVED-20-74939

3 I declare that I am over the age of 18 years, employed in the County of Mendocino,
4 and not a party to the within action; my business address is P.O. Box 419, 200 N. School
5 Street, Room 304, Ukiah, CA 95482.

6 On April 5, 2022, I served the **NOTICE OF DEPOSITION OF MENDOCINO**
7 **RAILWAY'S PERSON MOST KNOWLEDGEABLE AND REQUEST FOR**
8 **PRODUCTION OF DOCUMENTS; NOTICE OF DEPOSITION OF ROBERT**
9 **PINOLI AND REQUEST FOR PRODUCTION OF DOCUMENTS** on the interested
10 parties in this action by placing the original true copies thereof, as follows:

11 **SEE ATTACHED SERVICE LIST**

12 <input type="checkbox"/>	By E-SERVICE. Pursuant to California Rules of Court Rule 2.251(c), adopted effective July 1, 2013, I am e-Serving the above-listed document(s) to the electronic service address(es) on the attached Service List and e-Filing the document(s) using one of the court's approved electronic service providers. A true and correct copy of the e-Service transmittal will be attached to the above-listed document(s) and produced if requested by any interested party.
13 <input checked="" type="checkbox"/>	By MAIL. I am readily familiar with this law firm's practice for collection and processing of documents for mailing with the U. S. Postal Service. The above-listed document(s) will be deposited with the U. S. Postal Service on the same day shown on this affidavit, to the addressee(s) on the attached Service List in the ordinary course of business. I am the person who sealed and placed for collection and mailing the above-listed document(s) on this date at Ukiah, California, following ordinary business practices.
14 <input checked="" type="checkbox"/>	By E-MAIL. I e-mailed above-listed document(s) to the e-mail address(es) of the addressee(s) on the attached Service List. A true and correct copy of the e-mail transmittal will be attached to the above-listed document(s) and produced if requested by any interested party. (glb@caledlaw.com)
15 <input type="checkbox"/>	By OVERNIGHT DELIVERY. The above-listed document(s) will be deposited with an Overnight Delivery Service on the same day shown on this affidavit, in the ordinary course of business. I am the person who sealed and placed for collection and overnight delivery the above-listed document(s) on this date at Ukiah, California, to the addressee(s) on the attached Service List following ordinary business practices. A true and correct copy of the overnight delivery service transmittal will be attached to the above-listed document(s) and produced if requested by any interested party.
16 <input type="checkbox"/>	By PERSONAL SERVICE. I caused to have hand delivered, the above-listed document(s) to the parties indicated on the service list.
17 <input checked="" type="checkbox"/>	(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

18 Executed on April 5, 2022, at Ukiah, California.

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20 Rochelle Miller, Legal Assistant

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SERVICE LIST

Mendocino County Superior Court Case No.: SCUK-CVED-20-74939

Glenn L. Block California Eminent Domain Group, APC 3429 Ocean View Blvd., Suite L Glendale, CA 91208 glb@caledlaw.com	Christian Curtis Brina Blanton Office of Mendocino-Administration Center 501 Low Gap Road, Room 1030 Ukiah, CA 95482
Maryellen Sheppard 27200 North Highway 1 Fort Bragg, CA 95437	

EXHIBIT 5

1 JAMES F. KING, SBN 41219
STEPHEN F. JOHNSON, SBN 205244
2 MICHAELYN P. WIPF, SBN 300428
MANNON, KING, JOHNSON & WIPF, LLP
3 200 North School Street, Suite 304
Post Office Box 419
4 Ukiah, California 95482
Telephone: (707) 468-9151
5 Facsimile: (707) 468-0284

6 Attorneys for Defendant John Meyer

7
8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF MENDOCINO

10 MENDOCINO RAILWAY,) Unlimited
11)
Plaintiff,) Case No. SCUJ-CVED 20-74939
12 vs.)
13 JOHN MEYER; REDWOOD EMPIRE) DEFENDANT JOHN MEYER'S
TITLE COMPANY OF MENDOCINO) REQUEST FOR SPECIAL
14 COUNTY; SHEPPARD) INTERROGATORIES TO MENDOCINO
INVESTMENTS; MARYELLEN) RAILWAY (SET ONE)
15 SHEPPARD; MENDOCINO COUNTY)
TREASURER-TAX COLLECTOR; all)
16 other persons unknown claiming an)
interest in the property; and DOES 1)
17 through 100, inclusive)
18 Defendants.)

19
20 PROPOUNDING PARTY: Defendant John Meyer

21 RESPONDING PARTY: Plaintiff Mendocino Railway

22 SET NUMBER: One

23 Pursuant to Code of Civil Procedure section 2033.010, you are requested and
24 required to answer the following special interrogatories separately, fully and under oath,
25 and to serve your written answers within 30 days after these interrogatories are served
26 upon your attorney by mailing true, complete, and legible copies thereof to defendant's
27 attorneys addressed as follows: Mannon, King and Johnson, P.O. Box 419, Ukiah, CA
28 95482.

1 DEFINITIONS

2 “Communication” means any contact among or between two or more persons and
3 includes, without limitation, (a) any form of written contact such as letters, memoranda,
4 faxes, telegrams, or e-mail, and/or (b) any form of oral contact such as face-to-face
5 meetings or telephone conversations.

6 “Identify” shall mean with regard to “Documents”, the title, date, author, recipient,
7 and a general description of the content of the documents; and shall mean, with regard to
8 an individual, the person’s name, last known address, telephone numbers, and e-mail
9 address.

10 “Document” or “Documents” means and includes the originals and/or copies of all
11 forms of writings as defined by Evidence Code section 250, however produced or
12 reproduced, including but not limited to books, accounts, records, journals, ledgers, work
13 sheets, charts, tables, diaries, calendars, appointment books, papers, reports, models,
14 objects, tangible things, memoranda, personal notes, notations, deeds, conveyances, title
15 documents, title policies and reports, letters, correspondence, facsimile transmissions, fax
16 cover sheets, telecopier messages, telegrams, other written communications regardless of
17 the method of transmission, loan applications, appraisals, purchase orders, invoices,
18 budgets, analyses, projections, written or recorded witness statements, video tapes, audio
19 tapes, photographs, microfilm, maps, drawings, sketches, legal documents (including
20 pleadings, files, records and other legal documents), engineering reports, survey records
21 and reports, field notes prepared by surveyors, engineers, or their assistants, e-mails and
22 e-mail files, and computer files, discs, tapes and records. In all instances, if originals or
23 non-identical copies of original documents are not available, “document” also means
24 identical copies of original documents and copies of non-identical copies.

25 “Mendocino Railway” refers to plaintiff Mendocino Railway, its agents,
26 employees, representatives, attorneys and all persons acting under its direction and
27 control.

28 “Meyer” refers to defendant John Meyer.

1 Interrogatory No. 5:

2 Identify all Documents and other tangible things which in any way relate to Your
3 response to interrogatory number 4 and state the name address and telephone number of
4 the Person who has each Document.

5 Interrogatory No. 6:

6 Please state the names, addresses and telephone numbers of all Persons who have
7 knowledge of the facts and allegations identified in Interrogatory number 4.

8 Interrogatory No. 7:

9 Please state all facts upon which You base your allegation that public interest and
10 necessity require the Property for Mendocino Railway's ongoing and future freight
11 passenger rail operations and all uses necessary and convenient thereto.

12 Interrogatory No. 8:

13 Identify all Documents and other tangible things which in any way relate to Your
14 response to interrogatory number 7 and state the name address and telephone number of
15 the Person who has each Document.

16 Interrogatory No. 9:

17 Please state the names, addresses and telephone numbers of all Persons who have
18 knowledge of the facts and allegations identified in Interrogatory number 7.

19 Interrogatory No. 10:

20 Please state all facts which support Your allegation that Mendocino Railway
21 considered and evaluated potential alternatives for the Project.

22 Interrogatory No. 11:

23 Identify all Documents and other tangible things which in any way relate to Your
24 response to interrogatory number 10 and state the name address and telephone number of
25 the Person who has each Document.

26 Interrogatory No. 12:

27 Please state the names, addresses and telephone numbers of all Persons who have
28 knowledge of the facts and allegations identified in Interrogatory number 10.

1 Interrogatory No. 13:

2 Please specifically describe the Project, specifically including, but not limited to,
3 the nature and uses to be made of the Property by Mendocino Railway.

4 Interrogatory No. 14:

5 Identify all Documents and other tangible things which in any way relate to Your
6 response to interrogatory number 13, and state the name address and telephone number of
7 the Person who has each Document.

8 Interrogatory No. 15:

9 Please state the names, addresses and telephone numbers of all Persons who have
10 knowledge of the facts and allegations identified in Interrogatory number 13.

11 Interrogatory No. 16:

12 Please state all facts which support Mendocino Railway's decision to not comply
13 with the requirements of the California Environment Quality Act with respect to the
14 Project.

15 Interrogatory No. 17:

16 Did Mendocino Railway adopt a "resolution of necessity" for the Project that
17 meets the requirements of the Code of Civil Procedure section 1240.040?

18 Interrogatory No. 18:

19 Please state all facts which support Mendocino Railway's decision to not comply
20 with the resolution of necessity requirements of the Code of Civil Procedure section
21 1240.040 with respect to the Project.

22 Interrogatory No. 19:

23 Please state all facts which tend to show that Mendocino Railway is a "public
24 entity" as defined by Code of Civil Procedure section 1235.190.

25 Interrogatory No. 20:

26 Identify all Documents and other tangible things which in any way relate to Your
27 response to interrogatory number 19, and state the name address and telephone number of
28 the Person who has each Document.

1 Interrogatory No. 21:

2 Please state the names, addresses and telephone numbers of all Persons who have
3 knowledge of the facts and allegations identified in Interrogatory number 19.

4 Interrogatory No. 22:

5 Please state all facts which tend to show the “necessity” for Mendocino Railway’s
6 taking of the Property as required by Code of Civil Procedure § 1240.030, as referenced
7 in Code of Civil Procedure § 1250.310(d)(2).

8 Interrogatory No. 23:

9 Please state all facts which tend to show that “public interest and necessity require
10 the Project,” as required by Code of Civil Procedure § 1240.030(a).

11 Interrogatory No. 24:

12 Please state all facts which tend to show that “the Project is planned or located in
13 the manner that will be most compatible with the greatest public good and the least
14 private injury,” as required by Code of Civil Procedure § 1240.030(b).

15 Interrogatory No. 25:

16 Please state all facts which tend to show that the “Property sought to be acquired is
17 necessary for the project,” as required by Code of Civil Procedure § 1240.030(c).

18 Interrogatory No. 26:

19 Please state all facts which tend to show why Meyer should not be compensated by
20 Mendocino Railway’s in this action as a result of Mendocino Railway’s interference with
21 the existing agreement that Meyer has with California Department of Transportation for
22 payment for the delivery and deposit of fill material on the Property.

23 Interrogatory No. 24:

24 Please state all facts which tend to show that why the Project requires taking all of
25 the Property, rather than just a portion of the Property.

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DATED: May 9, 2022.

MANNON, KING, JOHNSON & WIPF, LLP


Stephen F. Johnson, Attorney for Defendant
John Meyer

1 **PROOF OF SERVICE**

2 Mendocino County Superior Court Case No.: SCUK-CVED-20-74939

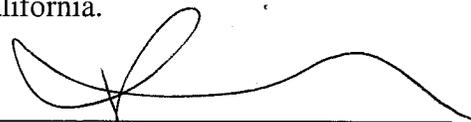
3 I declare that I am over the age of 18 years, employed in the County of Mendocino,
4 and not a party to the within action; my business address is P.O. Box 419, 200 N. School
5 Street, Room 304, Ukiah, CA 95482.

6 On May 9, 2022, I served the **FORM INTERROGATORIES – GENERAL;**
7 **DEFENDANT JOHN MEYER’S REQUEST FOR ADMISSION (SET ONE);**
8 **DEFENDANT JOHN MEYER’S REQUEST FOR SPECIAL INTERROGATORIES**
9 **TO MENDOCINO RAILWAY (SET ONE)** on the interested parties in this action by
10 placing the original true copies thereof, as follows:

11 **SEE ATTACHED SERVICE LIST**

12 <input type="checkbox"/>	By E-SERVICE. Pursuant to California Rules of Court Rule 2.251(c), adopted effective July 1, 2013, I am e-Serving the above-listed document(s) to the electronic service address(es) on the attached Service List and e-Filing the document(s) using one of the court’s approved electronic service providers. A true and correct copy of the e-Service transmittal will be attached to the above-listed document(s) and produced if requested by any interested party.
13 <input type="checkbox"/>	By MAIL. I am readily familiar with this law firm's practice for collection and processing of documents for mailing with the U. S. Postal Service. The above-listed document(s) will be deposited with the U. S. Postal Service on the same day shown on this affidavit, to the addressee(s) on the attached Service List in the ordinary course of business. I am the person who sealed and placed for collection and mailing the above-listed document(s) on this date at Ukiah, California, following ordinary business practices.
14 <input checked="" type="checkbox"/>	By E-MAIL. I e-mailed above-listed document(s) to the e-mail address(es) of the addressee(s) on the attached Service List. A true and correct copy of the e-mail transmittal will be attached to the above-listed document(s) and produced if requested by any interested party.
15 <input type="checkbox"/>	By OVERNIGHT DELIVERY. The above-listed document(s) will be deposited with an Overnight Delivery Service on the same day shown on this affidavit, in the ordinary course of business. I am the person who sealed and placed for collection and overnight delivery the above-listed document(s) on this date at Ukiah, California, to the addressee(s) on the attached Service List following ordinary business practices. A true and correct copy of the overnight delivery service transmittal will be attached to the above-listed document(s) and produced if requested by any interested party.
16 <input type="checkbox"/>	By PERSONAL SERVICE. I caused to have hand delivered, the above-listed document(s) to the parties indicated on the service list.
17 <input checked="" type="checkbox"/>	(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

18 Executed on May 9, 2022, at Ukiah, California.

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20 Rochelle Miller, Legal Assistant

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SERVICE LIST

Mendocino County Superior Court Case No.: SCUK-CVED-20-74939

Glenn L. Block California Eminent Domain Group, APC 3429 Ocean View Blvd., Suite L Glendale, CA 91208 glb@caledlaw.com By fax: (818) 957-3477	Christian Curtis Office of Mendocino-Administration Center 501 Low Gap Road, Room 1030 Ukiah, CA 95482 curtisc@mendocinocounty.org
Maryellen Sheppard 27200 North Highway 1 Fort Bragg, CA 95437 sheppard@mcn.org	Debi S. Carbon California Eminent Domain Law Group. APC 3429 Ocean View Blvd, Suite L Glendale, CA 91208 dsc@caledlaw.com
Brina Blanton Office of the County Counsel 501 Low Gap Road, Room 1030 Ukiah, CA 95482 blantonb@mendocinocounty.org	Christopher Washington California Eminent Domain Law Group, APC 3429 Ocean View Blvd, Suite L Glendale, CA 91208 cgw@caledlaw.com

1 **GLENN L. BLOCK (SB#208017)**
2 **CHRISTOPHER G. WASHINGTON (SB#307804)**
3 **CALIFORNIA EMINENT DOMAIN LAW GROUP, APC**
3429 Ocean View Blvd., Suite L
4 Glendale, CA 91208
Telephone: (818) 957-0477
Facsimile: (818) 957-3477

5 Attorneys for Plaintiff,
6 MENDOCINO RAILWAY

7 **SUPERIOR COURT OF CALIFORNIA**
8 **FOR THE COUNTY OF MENDOCINO**

9 MENDOCINO RAILWAY,

10 Plaintiff,

11 v.

12)
13)
14)
15)
16)
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18)

JOHN MEYER; REDWOOD EMPIRE TITLE
COMPANY OF MENDOCINO COUNTY;
SHEPPARD INVESTMENTS; MARYELLEN
SHEPPARD; MENDOCINO COUNTY
TREASURER-TAX COLLECTOR; All other
persons unknown claiming an interest in the
property; and DOES 1 through 100, inclusive,

17 Defendants.

Case No. SCUK-CVED-20-74939

[APN 038-180-53]

**PLAINTIFF MENDOCINO RAILWAY'S
RESPONSE TO DEFENDANT JOHN
MEYER'S SPECIAL
INTERROGATORIES, SET ONE**

19 PROPOUNDING PARTY: Defendant John Meyer

20 RESPONDING PARTY: Plaintiff Mendocino Railway

21 SET NO.: One

22
23 **PRELIMINARY STATEMENT**

24 These responses are made solely in the context of this action. Each response is subject to
25 all proper objections, including but not limited to those on grounds of privilege, work product,
26 and relevance. All such objections and grounds are reserved and may be asserted at trial.
27
28

1 Plaintiff has not completed its investigation of all facts relating to this action. It is
2 possible that further documents and/or information may surface which are responsive to these
3 Special Interrogatories or which may give a new or different meaning to facts presently known to
4 Plaintiff. These responses are based solely on Plaintiff's current knowledge, understanding, and
5 belief of the matters addressed in these Requests and the information available to Plaintiff at this
6 time. Accordingly, Plaintiff expressly reserves the right to use any subsequently discovered
7 documents and/or information at any time hereafter, and at the time of trial. Plaintiff further
8 expressly reserves the right, without obligation, to supplement and amend its responses.

9 It is anticipated that further discovery, independent investigation, legal research and
10 analysis may supply additional facts, add meaning to the known facts, as well as establishing
11 entire new factual conclusions and legal contentions, all of which may lead to additions to,
12 changes in, and variations from the contentions and responses set forth herein. The following
13 responses are given without prejudice to Plaintiff's right to produce evidence of any
14 subsequently discovered facts or witnesses which responding party may later recall. Plaintiff
15 accordingly reserves the right to change any and all responses herein as additional facts are
16 ascertained, analyses are made, legal research is completed and contentions are made.

17 The fact that any Special Interrogatory has been answered should not be taken as an
18 admission or acceptance of the existence of any facts assumed by the Special Interrogatories or
19 that the answers constitute admissible evidence. Plaintiff expressly reserves all objections
20 regarding the competency, relevance, materiality, probative value, vagueness, ambiguity,
21 unintelligibility, overbreadth and admissibility of all information provided. Any and all such
22 objections are expressly reserved and may be interposed at any future proceeding or trial.

23 Plaintiff responds to each and every Special Interrogatory subject to the foregoing, and
24 each of the foregoing statements and the following objections is incorporated by reference into
25 the responses to each of the specific Special Interrogatories.
26
27
28

1 **GENERAL OBJECTIONS**

2 1. Plaintiff objects entirely to Defendant’s Special Interrogatories, Set One on the
3 grounds that it contains prefatory “Definitions” in direct violation of the prohibition against such
4 format in Cal. Code Civil Proc. §2030.060(d).

5 2. Plaintiff objects to Defendant’s Special Interrogatories, Set One, on the grounds
6 and to the extent that the prefatory “Definitions” contained therein impose any greater obligation
7 on Plaintiff than exists under the applicable statutes and court precedent.

8 3. Plaintiff objects to the “Definitions” contained in Defendant’s Special
9 Interrogatories, Set One on the grounds and to the extent they are vague, ambiguous, uncertain,
10 unintelligible and/or overly broad, unduly burdensome and oppressive.

11 4. Plaintiff objects to Defendant’s Special Interrogatories, Set One on the grounds
12 and to the extent they request information protected from disclosure by the attorney-client
13 privilege or work product doctrine. Nothing in these responses is intended as a waiver of these
14 privileges or protections.

15 5. Plaintiff objects to Defendant’s Special Interrogatories on the grounds and to the
16 extent they seek information from Plaintiff containing and/or reflecting trade secrets, confidential
17 information and/or other proprietary information. Plaintiff further objects on the grounds and to
18 the extent Defendant’s Special Interrogatories on the grounds and to the extent they seek
19 information invading the privacy rights of third parties.

20 6. Plaintiff objects to Defendant’s Special Interrogatories, Set One on the grounds
21 and to the extent they seek documents and/or information irrelevant to the subject matter of this
22 action and not reasonably calculated to lead to discovery of admissible evidence. Plaintiff
23 further objects on the grounds and to the extent the requests are overly broad, unduly
24 burdensome, or oppressive and fail to state with reasonable and intelligible particularity the
25 information sought.

26 7. Plaintiff objects to Defendant’s Special Interrogatories, Set One on the grounds
27 and to the extent these Requests seek documents and/or information publicly available, equally
28 known or available to Plaintiff and/or contained within Defendant’s own files and knowledge.

1 Without waiving the general objections or the specific objections contained herein,
2 Plaintiff responds as follows:

3
4 **SPECIAL INTERROGATORY NO. 1:**

5 Please state all facts upon which You base your allegation that Mendocino Railway is
6 authorized by law to exercise the power of eminent domain to acquire private property for public
7 use.

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

9 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
10 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
11 §2030.060(d).

12 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
13 ambiguous, uncertain and unintelligible.

14 Plaintiff objects on the grounds that the phrase “state all facts” constitutes a “state all
15 facts” interrogatory and Plaintiff is not required to respond to a “state all facts” interrogatory in
16 minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the
17 extent any response is necessary, Plaintiff is merely required to state their general position on the
18 subject.

19 Plaintiff further objects on the grounds and to the extent this interrogatory calls for a legal
20 conclusion. Cal. Evid. Code § 310.

21 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
22 Plaintiff is now, and at all relevant times hereinafter stated was, a California railroad corporation
23 organized and existing under the laws of the State of California and a common carrier public
24 utility regulated by the California Public Utilities Commission and is authorized by law to
25 exercise the power of eminent domain to acquire private property for public use pursuant to
26 California Constitution, Article I, § 19; California Public Utilities Code §§ 211, 216, 229, 230,
27 610, 611 and 7526(g); and California Code of Civil Procedure §§ 1240.010, et seq.

28 Discovery is continuing.

1 **SPECIAL INTERROGATORY NO. 2:**

2 Please state the names, addresses and telephone numbers of all Persons who have
3 knowledge of the facts and allegations identified in Interrogatory number 1.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

5 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
6 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
7 §2030.060(d).

8 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
9 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
10 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

11 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
12 Robert Pinoli is Plaintiff’s person most knowledgeable who can be reached through Plaintiff’s
13 counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429 Ocean View
14 Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may have similar
15 knowledge.

16 Discovery is continuing.

17
18 **SPECIAL INTERROGATORY NO. 3:**

19 Please Identify all Documents and other tangible things that support each of Your
20 allegations and facts identified in Interrogatory number 1, and state the name address and
21 telephone number of the Person who has each Document.

22
23 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

24 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
25 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
26 §2030.060(d).

27 Plaintiff objects on the grounds this interrogatory seeks information that is included
28 within the documents produced and would necessitate the preparation or the making of a

1 compilation, abstract, audit or summary of or from documents of the party to whom the
2 interrogatory is directed. Therefore, Plaintiff exercises its option, pursuant to Cal. Code of Civ.
3 Proc. §§2030.210(b) and 2030.230, to produce documents including responsive information.

4 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
5 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
6 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

7 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
8 This request is duplicative of Defendant’s Notice of Deposition of Plaintiff’s Person Most
9 Knowledgeable and Request for Production of Documents, at Mr. Pinoli’s Deposition on April
10 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
11 Production including various corporate records and various CPUC documents. These documents
12 are identified as MENDORLWAY0001 – 0251. Additional corporate and CPUC documents will
13 be produced concurrently herewith.

14 Discovery is continuing.

15
16 **SPECIAL INTERROGATORY NO. 4:**

17 Please state all facts upon which You base your allegation that Mendocino Railway is
18 “[a] railroad corporation [that] may condemn any property necessary for the construction and
19 maintenance of its railroad” pursuant to Public Utilities Code Section 611.

20
21 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

22 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
23 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
24 §2030.060(d).

25 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
26 ambiguous, uncertain and unintelligible.

27 Plaintiff objects on the grounds that the phrase “state all facts” constitutes a “state all
28 facts” interrogatory and Plaintiff is not required to respond to a “state all facts” interrogatory in

1 minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the
2 extent any response is necessary, Plaintiff is merely required to state their general position on the
3 subject.

4 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
5 Plaintiff is now, and at all relevant times hereinafter stated was, a California railroad corporation
6 organized and existing under the laws of the State of California and a common carrier public
7 utility regulated by the California Public Utilities Commission and is authorized by law to
8 exercise the power of eminent domain to acquire private property for public use pursuant to
9 California Constitution, Article I, § 19; California Public Utilities Code §§ 211, 216, 229, 230,
10 610, 611 and 7526(g); and California Code of Civil Procedure §§ 1240.010, et seq.
11 Discovery is continuing.

12
13 **SPECIAL INTERROGATORY NO. 5:**

14 Please Identify all Documents and other tangible things which in any way relate to Your
15 response to Interrogatory number 4, and state the name address and telephone number of the
16 Person who has each Document.

17
18 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

19 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
20 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
21 §2030.060(d).

22 Plaintiff objects on the grounds this interrogatory seeks information that is included
23 within the documents produced and would necessitate the preparation or the making of a
24 compilation, abstract, audit or summary of or from documents of the party to whom the
25 interrogatory is directed. Therefore, Plaintiff exercises its option, pursuant to Cal. Code of Civ.
26 Proc. §§2030.210(b) and 2030.230, to produce documents including responsive information.

1 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
2 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
3 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

4 This request is duplicative of Defendant's Notice of Deposition of Plaintiff's Person Most
5 Knowledgeable and Request for Production of Documents, at Mr. Pinoli's Deposition on April
6 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
7 Production including various corporate records and various CPUC documents. These documents
8 are identified as MENDORLWAY0001 – 0251. Additional corporate and CPUC documents will
9 be produced concurrently herewith.

10 Discovery is continuing.

11
12 **SPECIAL INTERROGATORY NO. 6:**

13 Please state the names, addresses and telephone numbers of all Persons who have
14 knowledge of the facts and allegations identified in Interrogatory number 4.

15
16 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

17 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
18 "Definitions" in direct violation of the prohibition against such format in Cal. Code Civil Proc.
19 §2030.060(d).

20 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
21 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
22 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

23 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
24 Robert Pinoli is Plaintiff's person most knowledgeable who can be reached through Plaintiff's
25 counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429 Ocean View
26 Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may have similar
27 knowledge.

28 Discovery is continuing.

1 **SPECIAL INTERROGATORY NO. 7:**

2 Please state all facts upon which You base your allegation that public interest and
3 necessity require the Property for Mendocino Railway’s ongoing and future freight passenger rail
4 operations and all uses necessary and convenient thereto.

5
6 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

7 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
8 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
9 §2030.060(d).

10 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
11 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
12 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

13 Plaintiff objects on the grounds that the phrase “state all facts” constitutes a “state all
14 facts” interrogatory and Plaintiff is not required to respond to a “state all facts” interrogatory in
15 minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the
16 extent any response is necessary, Plaintiff is merely required to state their general position on the
17 subject.

18 Plaintiff further objects on the grounds and to the extent this interrogatory calls for a legal
19 conclusion. Cal. Evid. Code § 310.

20 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
21 Plaintiff is a common carrier public utility providing freight and passenger rail services and
22 operations. The Project (“Project”) for which Plaintiff seeks to acquire the Property consists of
23 construction and maintenance of rail facilities related to Plaintiff’s ongoing and future freight
24 and passenger rail operations and all uses necessary and convenient thereto. Plaintiff requires
25 these additional and expanded facilities to accommodate its ongoing and future rail operations
26 including, without limitation: maintenance and repair facilities for maintenance of way activities
27 and locomotives, railcars and other equipment; transload facilities and laydown yard; depot and
28

1 offices; and, associated improvements and facilities. Additional Project benefits include
2 minimizing and reducing the number of grade crossings and other safety improvements.

3 Discovery is continuing.
4

5 **SPECIAL INTERROGATORY NO. 8:**

6 Please Identify all Documents and other tangible things which in any way relate to Your
7 response to Interrogatory number 7, and state the name address and telephone number of the
8 Person who has each Document.
9

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

11 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
12 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
13 §2030.060(d).

14 Plaintiff objects on the grounds this interrogatory seeks information that is included
15 within the documents produced and would necessitate the preparation or the making of a
16 compilation, abstract, audit or summary of or from documents of the party to whom the
17 interrogatory is directed. Therefore, Plaintiff exercises its option, pursuant to Cal. Code of Civ.
18 Proc. §§2030.210(b) and 2030.230, to produce documents including responsive information.

19 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
20 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
21 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

22 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:

23 This request is duplicative of Defendant’s Notice of Deposition of Plaintiff’s Person Most
24 Knowledgeable and Request for Production of Documents, at Mr. Pinoli’s Deposition on April
25 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
26 Production including various corporate records and various CPUC documents. These documents
27 are identified as MENDORLWAY0001 – 0251. Additional corporate and CPUC documents will
28 be produced concurrently herewith.

1 Discovery is continuing.
2

3 **SPECIAL INTERROGATORY NO. 9:**

4 Please state the names, addresses and telephone numbers of all Persons who have
5 knowledge of the facts and allegations identified in Interrogatory number 7.

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

7 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
8 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
9 §2030.060(d).

10 Plaintiff objects on the grounds and to the extent that this interrogatory is vague,
11 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
12 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

13 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:

14 Robert Pinoli is Plaintiff’s person most knowledgeable who can be reached through
15 Plaintiff’s counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429
16 Ocean View Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may
17 have similar knowledge. Discovery is continuing.
18

19 **SPECIAL INTERROGATORY NO. 10:**

20 Please state all facts upon which You base your allegation that Mendocino Railway
21 considered and evaluated potential alternatives for the Project.

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

23 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
24 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
25 §2030.060(d).

26 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
27 ambiguous, uncertain and unintelligible.
28

1 Plaintiff further objects on the grounds that the phrase “state all facts” constitutes a “state
2 all facts” interrogatory and Plaintiff is not required to respond to a “state all facts” interrogatory
3 in minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the
4 extent any response is necessary, Plaintiff is merely required to state their general position on the
5 subject.

6 The phrase “Please state all facts upon which You base your allegation that Mendocino
7 Railway considered and evaluated potential alternatives for the Project,” is overly broad, unduly
8 burdensome and oppressive, it is also vague and ambiguous as to scope, time or character.

9 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
10 Plaintiff conducted a thorough and diligent search for a location that was the most compatible
11 with the needs and requirements of Mendocino Railway that would also provide the greatest
12 public good and the least private injury. Plaintiff searched for a suitable location along its
13 mainline in or near Willits where it could consolidate its operations at the Willits end of the line
14 on to one parcel for construction and maintenance of rail facilities related to Plaintiff’s ongoing
15 and future freight and passenger rail operations and all uses necessary and convenient thereto.
16 The Project includes without limitation the construction and expansion of rail facilities to
17 accommodate Plaintiff’s ongoing and future rail operations including, without limitation:
18 maintenance and repair facilities for maintenance of way activities and locomotives, railcars and
19 other equipment; transload facilities and laydown yard; depot and offices; and, associated
20 improvements and facilities. Additionally, the Project will minimize and reduce the number of
21 grade crossings and provide other safety improvements. Plaintiff’s goal was to find a site that
22 would ensure efficient and safe overall operations, allowing Plaintiff to provide timely customer
23 service serving all of its customers’ passenger and freight rail needs. Plaintiff determined key
24 site requirements including, without limitation: approximately 20 acres of land with direct or
25 immediate access to nearby highways and adjacent to Plaintiff’s main line corridor.

26 Plaintiff’s search for suitable sites included without limitation, driving along the mainline
27 in the vicinity of Willits, viewing of properties along the mainline from the rails, review of aerial
28 maps of the areas along the mainline in the vicinity of Willits, identifying and discussing the

1 potential suitability of various locations. Plaintiff also considered and evaluated potential
2 impacts associated with Plaintiff's possible acquisition of potential sites, including without
3 limitation, consideration of residential displacement, displacement of permanent property
4 improvements, etc. The following properties were among the locations evaluated and considered
5 as potential sites: 2500 W Highway 20, Willits, CA 95490; Camp Willits, 2000 W Highway 20,
6 Willits, CA; 1600 W Highway 20, Willits, CA 95490; The KOA Property; the former Cutter
7 Lumber Facility; the former Remco Hydraulics facility; a warehouse building south of the
8 Willits yard; and a property owned by Peter Koch (across the street from the Willits yard).

9 After this investigation and search, including efforts to acquire the former Remco
10 Hydraulics facility, Plaintiff ultimately determined the SUBJECT PROPERTY (for purposes of
11 these responses to interrogatories, "SUBJECT PROPERTY" means the approximately 20 acre
12 property that is the subject of this eminent domain action, identified as Assessor Parcel No. 038-
13 180-53) was the only site that met all key requirements and would accommodate Plaintiff's
14 needs. Moreover, Defendant indicated his willingness to sell the SUBJECT PROPERTY to
15 Plaintiff.

16 Discovery is continuing.

17
18 **SPECIAL INTERROGATORY NO. 11:**

19 Please Identify all Documents and other tangible things which in any way relate to Your
20 response to Interrogatory number 10, and state the name address and telephone number of the
21 Person who has each Document.

22
23 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

24 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
25 "Definitions" in direct violation of the prohibition against such format in Cal. Code Civil Proc.
26 §2030.060(d).

27 Plaintiff objects on the grounds this interrogatory seeks information that is included
28 within the documents produced and would necessitate the preparation or the making of a

1 compilation, abstract, audit or summary of or from documents of the party to whom the
2 interrogatory is directed. Therefore, Plaintiff exercises its option, pursuant to Cal. Code of Civ.
3 Proc. §§2030.210(b) and 2030.230, to produce documents including responsive information.

4 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
5 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
6 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

7 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
8 This request is duplicative of Defendant’s Notice of Deposition of Plaintiff’s Person Most
9 Knowledgeable and Request for Production of Documents, at Mr. Pinoli’s Deposition on April
10 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
11 Production including various corporate records and various CPUC documents. These documents
12 are identified as MENDORLWAY0001 – 0251. Additional corporate documents will be
13 produced concurrently herewith.

14 Discovery is continuing.

15
16 **SPECIAL INTERROGATORY NO. 12:**

17 Please state the names, addresses and telephone numbers of all Persons who have
18 knowledge of the facts and allegations identified in Interrogatory number 10.

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

20 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
21 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
22 §2030.060(d).

23 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
24 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
25 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

26 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:

27 Robert Pinoli is Plaintiff’s person most knowledgeable who can be reached through
28 Plaintiff’s counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429

1 Ocean View Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may
2 have similar knowledge. Discovery is continuing.

3
4 **SPECIAL INTERROGATORY NO. 13:**

5 Please specifically describe the Project, specifically including, but not limited to, the
6 nature and uses to be made of the Property by Mendocino Railway.

7
8 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

9 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
10 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
11 §2030.060(d).

12 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
13 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
14 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

15 Plaintiff objects on the grounds that the phrase “state all facts” constitutes a “state all
16 facts” interrogatory and Plaintiff is not required to respond to a “state all facts” interrogatory in
17 minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the
18 extent any response is necessary, Plaintiff is merely required to state their general position on the
19 subject.

20 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
21 The Project (“Project”) for which Plaintiff seeks to acquire the Property consists of construction
22 and maintenance of rail facilities related to Plaintiff’s ongoing and future freight and passenger
23 rail operations and all uses necessary and convenient thereto. Plaintiff requires these additional
24 and expanded facilities to accommodate its ongoing and future rail operations including, without
25 limitation: maintenance and repair facilities for maintenance of way activities and locomotives,
26 railcars and other equipment; transload facilities and laydown yard; depot and offices; and,
27 associated improvements and facilities.

28 Discovery is continuing.

1 **SPECIAL INTERROGATORY NO. 14:**

2 Please Identify all Documents and other tangible things which in any way relate to Your
3 response to Interrogatory number 13, and state the name address and telephone number of the
4 Person who has each Document.

5
6 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

7 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
8 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
9 §2030.060(d).

10 Plaintiff objects on the grounds this interrogatory seeks information that is included
11 within the documents produced and would necessitate the preparation or the making of a
12 compilation, abstract, audit or summary of or from documents of the party to whom the
13 interrogatory is directed. Therefore, Plaintiff exercises its option, pursuant to Cal. Code of Civ.
14 Proc. §§2030.210(b) and 2030.230, to produce documents including responsive information.

15 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
16 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
17 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

18 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:

19 This request is duplicative of Defendant’s Notice of Deposition of Plaintiff’s Person Most
20 Knowledgeable and Request for Production of Documents, at Mr. Pinoli’s Deposition on April
21 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
22 Production including various corporate records. These documents are identified as
23 MENDORLWAY0001 – 0251. Additional corporate documents will be produced concurrently
24 herewith. Discovery is continuing.

25
26 **SPECIAL INTERROGATORY NO. 15:**

27 Please state the names, addresses and telephone numbers of all Persons who have
28 knowledge of the facts and allegations identified in Interrogatory number 13.

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

2 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
3 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
4 §2030.060(d).

5 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
6 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
7 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

8 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:

9 Robert Pinoli is Plaintiff’s person most knowledgeable who can be reached through
10 Plaintiff’s counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429
11 Ocean View Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may
12 have similar knowledge. Discovery is continuing.

13
14 **SPECIAL INTERROGATORY NO. 16:**

15 Please state all facts upon which support Mendocino Railway’s decision not to comply
16 with the requirements of the California Environmental Quality Act with respect to the Project.

17
18 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

19 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
20 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
21 §2030.060(d).Plaintiff further objects on the grounds and to the extent that this interrogatory is
22 vague, ambiguous, uncertain and unintelligible.

23 Plaintiff further objects on the grounds that the phrase “state all facts” constitutes a “state
24 all facts” interrogatory and Plaintiff is not required to respond to a “state all facts” interrogatory
25 in minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the
26 extent any response is necessary, Plaintiff is merely required to state their general position on the
27 subject.

1 Plaintiff further objects on the grounds and to the extent this interrogatory calls for a legal
2 conclusion. Cal. Evid. Code § 310.

3 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:

4 Plaintiff is a railroad corporation and public utility under California law. See Ca. Pub.
5 Util. Code §§ 211, 216, and 229-230. As such, Mendocino Railway’s acquisition of the Property
6 and development of its Project is subject to STB jurisdiction and exempt from CEQA. See Or.
7 Coast Scenic R.R., LLC, 841 F.3d 1069, 1072 (9th Cir. 2016); see also 49 U.S.C. § 10501(a)(1)-
8 (2).

9 Discovery is continuing.

10
11 **SPECIAL INTERROGATORY NO. 17:**

12 Did Mendocino Railway adopt a “resolution of necessity” for the Project that meets the
13 requirements of the Code of Civil Procedure section 1240.040?

14
15 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

16 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
17 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
18 §2030.060(d).

19 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
20 ambiguous, uncertain and unintelligible. Assumes facts not in evidence. People v. Heldenburg
21 (1990) 219 Cal. App.3d 468, 472.

22 Plaintiff further objects on the grounds and to the extent this interrogatory calls for a legal
23 conclusion. Cal. Evid. Code § 310.

24 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
25 Plaintiff is not a “Public Entity” as defined by CCP 1235.190, thus CCP 1240.040 is not
26 applicable.
27
28

1 **SPECIAL INTERROGATORY NO. 18:**

2 Please state all facts upon which support Mendocino Railway’s decision not to comply
3 with the resolution of necessity requirements of the Code of Civil Procedure section 1240.040
4 with respect to the project.

5
6 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

7 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
8 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
9 §2030.060(d).

10 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
11 ambiguous, uncertain and unintelligible.

12 Plaintiff objects on the grounds that the phrase “state all facts” constitutes a “state all
13 facts” interrogatory and Plaintiff is not required to respond to a “state all facts” interrogatory in
14 minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the
15 extent any response is necessary, Plaintiff is merely required to state their general position on the
16 subject.

17 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
18 ambiguous, uncertain and unintelligible. Assumes facts not in evidence. People v. Heldenburg
19 (1990) 219 Cal. App.3d 468, 472.

20 Plaintiff further objects on the grounds and to the extent this interrogatory calls for a legal
21 conclusion. Cal. Evid. Code § 310.

22 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
23 Plaintiff is not a “Public Entity” as defined by CCP 1235.190, thus CCP 1240.040 is not
24 applicable.

25 **SPECIAL INTERROGATORY NO. 19:**

26 Please state all facts upon which tend to show that Mendocino Railway is a “public
27 entity” as defined by Code of Civil Procedure section 1235.190.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

2 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
3 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
4 §2030.060(d).

5 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
6 ambiguous, uncertain and unintelligible.

7 Plaintiff objects on the grounds that the phrase “state all facts” constitutes a “state all
8 facts” interrogatory and Plaintiff is not required to respond to a “state all facts” interrogatory in
9 minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the
10 extent any response is necessary, Plaintiff is merely required to state their general position on the
11 subject.

12 Plaintiff further objects on the grounds and to the extent this interrogatory calls for a legal
13 conclusion. Cal. Evid. Code § 310.

14 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
15 Plaintiff is not a “Public Entity” as defined by CCP 1235.190 as Plaintiff is not a “the state, a
16 county, city, district, public authority, public agency” or “any other political subdivision in the
17 state.”

18
19 **SPECIAL INTERROGATORY NO. 20:**

20 Please Identify all Documents and other tangible things which in any way relate to Your
21 response to Interrogatory number 19, and state the name address and telephone number of the
22 Person who has each Document.

23
24 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

25 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
26 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
27 §2030.060(d).

1 Plaintiff objects on the grounds this interrogatory seeks information that is included
2 within the documents produced and would necessitate the preparation or the making of a
3 compilation, abstract, audit or summary of or from documents of the party to whom the
4 interrogatory is directed. Therefore, Plaintiff exercises its option, pursuant to Cal. Code of Civ.
5 Proc. §§2030.210(b) and 2030.230, to produce documents including responsive information.

6 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
7 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
8 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

9 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
10 Not applicable.

11 **SPECIAL INTERROGATORY NO. 21:**

12 Please state the names, addresses and telephone numbers of all Persons who have
13 knowledge of the facts and allegations identified in Interrogatory number 19.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

15 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
16 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
17 §2030.060(d).

18 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
19 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
20 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

21 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
22 Not applicable.

23
24 **SPECIAL INTERROGATORY NO. 22:**

25 Please state all facts upon which tend to show the “necessity” for Mendocino Railway’s
26 taking of the Property as required by Code of Civil Procedure section 1240.030, as referenced in
27 Code of Civil Procedure section 1250.310(d)(2).
28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

2 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
3 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
4 §2030.060(d).

5 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
6 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
7 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

8 Plaintiff objects on the grounds that the phrase “state all facts” constitutes a “state all
9 facts” interrogatory and Plaintiff is not required to respond to a “state all facts” interrogatory in
10 minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the
11 extent any response is necessary, Plaintiff is merely required to state their general position on the
12 subject.

13 Plaintiff further objects on the grounds and to the extent this interrogatory calls for a legal
14 conclusion. Cal. Evid. Code § 310.

15 Subject to and without waiving the foregoing objections, Plaintiff responds as follows: Plaintiff
16 is now, and at all relevant times hereinafter stated was, a California railroad corporation
17 organized and existing under the laws of the State of California and a common carrier public
18 utility regulated by the California Public Utilities Commission and is authorized by law to
19 exercise the power of eminent domain to acquire private property for public use pursuant to
20 California Constitution, Article I, § 19; California Public Utilities Code §§ 211, 216, 229, 230,
21 610, 611 and 7526(g); and California Code of Civil Procedure §§ 1240.010, et seq.

22 Plaintiff is a common carrier public utility providing freight and passenger rail services
23 and operations. The Project (“Project”) for which Plaintiff seeks to acquire the Property consists
24 of construction and maintenance of rail facilities related to Plaintiff’s ongoing and future freight
25 and passenger rail operations and all uses necessary and convenient thereto. Plaintiff requires
26 these additional and expanded facilities to accommodate its ongoing and future rail operations
27 including, without limitation: maintenance and repair facilities for maintenance of way activities
28 and locomotives, railcars and other equipment; transload facilities and laydown yard; depot and

1 offices; and, associated improvements and facilities. Additional Project benefits include
2 minimizing and reducing the number of grade crossings and other safety improvements.

3 Discovery is continuing.

4
5 **SPECIAL INTERROGATORY NO. 23:**

6 Please state all facts upon which tend to show that “public interest and necessity require
7 the Project,” as required by Code of Civil Procedure section 1240.030(a).

8
9 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

10 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
11 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
12 §2030.060(d).

13 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
14 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
15 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

16 Plaintiff objects on the grounds that the phrase “state all facts” constitutes a “state all
17 facts” interrogatory and Plaintiff is not required to respond to a “state all facts” interrogatory in
18 minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the
19 extent any response is necessary, Plaintiff is merely required to state their general position on the
20 subject.

21 Plaintiff further objects on the grounds and to the extent this interrogatory calls for a legal
22 conclusion. Cal. Evid. Code § 310.

23 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
24 Plaintiff is now, and at all relevant times hereinafter stated was, a California railroad corporation
25 organized and existing under the laws of the State of California and a common carrier public
26 utility regulated by the California Public Utilities Commission and is authorized by law to
27 exercise the power of eminent domain to acquire private property for public use pursuant to
28

1 California Constitution, Article I, § 19; California Public Utilities Code §§ 211, 216, 229, 230,
2 610, 611 and 7526(g); and California Code of Civil Procedure §§ 1240.010, et seq.

3 Plaintiff is a common carrier public utility providing freight and passenger rail services
4 and operations. The Project (“Project”) for which Plaintiff seeks to acquire the Property consists
5 of construction and maintenance of rail facilities related to Plaintiff’s ongoing and future freight
6 and passenger rail operations and all uses necessary and convenient thereto. Plaintiff requires
7 these additional and expanded facilities to accommodate its ongoing and future rail operations
8 including, without limitation: maintenance and repair facilities for maintenance of way activities
9 and locomotives, railcars and other equipment; transload facilities and laydown yard; depot and
10 offices; and, associated improvements and facilities. Additional Project benefits include
11 minimizing and reducing the number of grade crossings and other safety improvements.

12 Discovery is continuing.

13
14 **SPECIAL INTERROGATORY NO. 24:**

15 Please state all facts upon which tend to show that “the Project is planned or located in
16 the manner that will be most compatible with the greatest public good and the least private
17 injury,” as required by Code of Civil Procedure section 1240.030(b).

18
19 **RESPONSE TO SPECIAL INTERROGATORY NO. 24:**

20 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
21 “Definitions” in direct violation of the prohibition against such format in Cal. Code Civil Proc.
22 §2030.060(d).

23 Plaintiff objects on the grounds that the phrase “state all facts” constitutes a “state all
24 facts” interrogatory and Plaintiff is not required to respond to a “state all facts” interrogatory in
25 minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the
26 extent any response is necessary, Plaintiff is merely required to state their general position on the
27 subject.
28

1 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
2 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
3 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

4 Plaintiff further objects on the grounds and to the extent this interrogatory calls for a legal
5 conclusion. Cal. Evid. Code § 310; Downer v. Bramet (1984) 152 Cal.App.3d 837; McHugh v.
6 United Service Auto Ass'n (9th Cir. 1999) 164 F.3d 451, 454.

7 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
8 Plaintiff conducted a thorough and diligent search for a location that was the most compatible
9 with the needs and requirements of Mendocino Railway, that would also provide the greatest
10 public good and the least private injury. Plaintiff searched for a suitable location along its
11 mainline in or near Willits where it could consolidate its operations at the Willits end of the line
12 on to one parcel for construction and maintenance of rail facilities related to Plaintiff's ongoing
13 and future freight and passenger rail operations and all uses necessary and convenient thereto.
14 The Project includes without limitation the construction and expansion of rail facilities to
15 accommodate Plaintiff's ongoing and future rail operations including, without limitation:
16 maintenance and repair facilities for maintenance of way activities and locomotives, railcars and
17 other equipment; transload facilities and laydown yard; depot and offices; and, associated
18 improvements and facilities. Additionally, the Project will minimize and reduce the number of
19 grade crossings and provide other safety improvements. Plaintiff's goal was to find a site that
20 would ensure efficient and safe overall operations, allowing Plaintiff to provide timely customer
21 service serving all of its customers' passenger and freight rail needs. Plaintiff determined key
22 site requirements including, without limitation: approximately 20 acres of land with direct or
23 immediate access to nearby highways and adjacent to Plaintiff's main line corridor.

24 Plaintiff's search for suitable sites included without limitation, driving along the mainline
25 in the vicinity of Willits, viewing of properties along the mainline from the rails, review of aerial
26 maps of the areas along the mainline in the vicinity of Willits, identifying and discussing the
27 potential suitability of various locations. Plaintiff also considered and evaluated potential
28 impacts associated with Plaintiff's possible acquisition of potential sites, including without

1 limitation, consideration of residential displacement, displacement of permanent property
2 improvements, etc. The following properties were among the locations evaluated and considered
3 as potential sites: 2500 W Highway 20, Willits, CA 95490; Camp Willits, 2000 W Highway 20,
4 Willits, CA; 1600 W Highway 20, Willits, CA 95490; The KOA Property; the former Cutter
5 Lumber Facility; the former Remco Hydraulics facility; a warehouse building south of the
6 Willits yard; and a property owned by Peter Koch (across the street from the Willits yard).

7 After this investigation and search, including efforts to acquire the former Remco
8 Hydraulics facility, Plaintiff ultimately determined the SUBJECT PROPERTY (for purposes of
9 these responses to interrogatories, "SUBJECT PROPERTY" means the approximately 20 acre
10 property that is the subject of this eminent domain action, identified as Assessor Parcel No. 038-
11 180-53) was the only site that met all key requirements and would accommodate Plaintiff's
12 needs. Moreover, Defendant indicated his willingness to sell the SUBJECT PROPERTY to
13 Plaintiff.

14 Discovery is continuing.

15
16 **SPECIAL INTERROGATORY NO. 25:**

17 Please state all facts upon which tend to show that "the Property sought to be acquired is
18 necessary for the project," as required by Code of Civil Procedure section 1240.030(c).

19
20
21 **RESPONSE TO SPECIAL INTERROGATORY NO. 25:**

22 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
23 "Definitions" in direct violation of the prohibition against such format in Cal. Code Civil Proc.
24 §2030.060(d).

25 Plaintiff objects on the grounds that the phrase "state all facts" constitutes a "state all
26 facts" interrogatory and Plaintiff is not required to respond to a "state all facts" interrogatory in
27 minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the
28

1 extent any response is necessary, Plaintiff is merely required to state their general position on the
2 subject.

3 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
4 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
5 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

6 Plaintiff further objects on the grounds and to the extent this interrogatory calls for a legal
7 conclusion. Cal. Evid. Code § 310.

8 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
9 Plaintiff conducted a thorough and diligent search for a location that was the most compatible
10 with the needs and requirements of Mendocino Railway, that would also provide the greatest
11 public good and the least private injury. Plaintiff searched for a suitable location along its
12 mainline in or near Willits where it could consolidate its operations at the Willits end of the line
13 on to one parcel for construction and maintenance of rail facilities related to Plaintiff's ongoing
14 and future freight and passenger rail operations and all uses necessary and convenient thereto.
15 The Project includes without limitation the construction and expansion of rail facilities to
16 accommodate Plaintiff's ongoing and future rail operations including, without limitation:
17 maintenance and repair facilities for maintenance of way activities and locomotives, railcars and
18 other equipment; transload facilities and laydown yard; depot and offices; and, associated
19 improvements and facilities. Additionally, the Project will minimize and reduce the number of
20 grade crossings and provide other safety improvements. Plaintiff's goal was to find a site that
21 would ensure efficient and safe overall operations, allowing Plaintiff to provide timely customer
22 service serving all of its customers' passenger and freight rail needs. Plaintiff determined key
23 site requirements including, without limitation: approximately 20 acres of land with direct or
24 immediate access to nearby highways and adjacent to Plaintiff's main line corridor.

25 Plaintiff's search for suitable sites included without limitation, driving along the mainline
26 in the vicinity of Willits, viewing of properties along the mainline from the rails, review of aerial
27 maps of the areas along the mainline in the vicinity of Willits, identifying and discussing the
28 potential suitability of various locations. Plaintiff also considered and evaluated potential

1 impacts associated with Plaintiff's possible acquisition of potential sites, including without
2 limitation, consideration of residential displacement, displacement of permanent property
3 improvements, etc. The following properties were among the locations evaluated and considered
4 as potential sites: 2500 W Highway 20, Willits, CA 95490; Camp Willits, 2000 W Highway 20,
5 Willits, CA; 1600 W Highway 20, Willits, CA 95490; The KOA Property; the former Cutter
6 Lumber Facility; the former Remco Hydraulics facility; a warehouse building south of the
7 Willits yard; and a property owned by Peter Koch (across the street from the Willits yard).

8 After this investigation and search, including efforts to acquire the former Remco
9 Hydraulics facility, Plaintiff ultimately determined the SUBJECT PROPERTY (for purposes of
10 these responses to interrogatories, "SUBJECT PROPERTY" means the approximately 20 acre
11 property that is the subject of this eminent domain action, identified as Assessor Parcel No. 038-
12 180-53) was the only site that met all key requirements and would accommodate Plaintiff's
13 needs. Moreover, Defendant indicated his willingness to sell the SUBJECT PROPERTY to
14 Plaintiff.

15 Discovery is continuing.

16
17 **SPECIAL INTERROGATORY NO. 26:**

18 Please state all facts upon which tend to show why Meyer should not compensated by
19 Mendocino Railway's [sic] in this action as a result of Mendocino railway's interference with the
20 existing agreement that Meyer has with California Department of Transportation for payment for
21 the delivery and deposit of fill material on the Property.

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

23 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
24 "Definitions" in direct violation of the prohibition against such format in Cal. Code Civil Proc.
25 §2030.060(d).

26 Plaintiff objects on the grounds that the phrase "state all facts" constitutes a "state all
27 facts" interrogatory and Plaintiff is not required to respond to a "state all facts" interrogatory in
28 minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the

1 extent any response is necessary, Plaintiff is merely required to state their general position on the
2 subject.

3 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
4 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
5 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

6 Plaintiff further objects on the grounds and to the extent this interrogatory calls for a legal
7 conclusion. Cal. Evid. Code § 310.

8 Plaintiff further objects on the grounds that and to the extent that this interrogatory seeks
9 expert witness information and opinion previously exchanged by Plaintiff in accordance with
10 Code Civ. Proc. §1258.210, et seq. Subject to and without waiving the foregoing objections,
11 Plaintiff responds as follows:

12 Defendant is entitled to compensation under the eminent domain law. A contract is not
13 an interest in real property; a contract is not independently compensable under the eminent
14 domain law; the nature and scope of the contract and terms thereof are uncertain and speculative;
15 Defendant cannot establish entitlement to compensation for loss of goodwill; see Mr. Meyer's
16 deposition testimony and the appraisal report and deposition testimony of Dana Burwell.
17 Discovery is continuing.

18
19 **SPECIAL INTERROGATORY NO. 24 [sic]:**

20 Please state all facts upon which tend to show why the Project requires taking all of the
21 Property, rather than just a portion of the Property.

22
23 **RESPONSE TO SPECIAL INTERROGATORY NO. 24 [sic]:**

24 Plaintiff objects on the grounds these Special Interrogatories, Set One contains prefatory
25 "Definitions" in direct violation of the prohibition against such format in Cal. Code Civil Proc.
26 §2030.060(d).

1 Plaintiff further objects on the grounds and to the extent that this interrogatory is vague,
2 ambiguous, uncertain and unintelligible. Moreover, the Special Interrogatory is compound,
3 conjunctive and/or disjunctive in violation of Cal. Code Civil Proc. §2030.060(f).

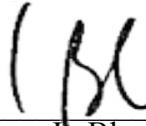
4 Plaintiff objects on the grounds that the phrase “state all facts” constitutes a “state all
5 facts” interrogatory and Plaintiff is not required to respond to a “state all facts” interrogatory in
6 minute detail. Flora Crane Serv Inc. v. Superior Court (1965) 234 Cal. App. 2d 767. To the
7 extent any response is necessary, Plaintiff is merely required to state their general position on the
8 subject.

9 Subject to and without waiving the foregoing objections, Plaintiff responds as follows:
10 The Project (“Project”) for which Plaintiff seeks to acquire the Property consists of construction
11 and maintenance of rail facilities related to Plaintiff’s ongoing and future freight and passenger
12 rail operations and all uses necessary and convenient thereto. Plaintiff requires these additional
13 and expanded facilities to accommodate its ongoing and future rail operations including, without
14 limitation: maintenance and repair facilities for maintenance of way activities and locomotives,
15 railcars and other equipment; transload facilities and laydown yard; depot and offices; and,
16 associated improvements and facilities. Plaintiff determined the property was the only site that
17 met all key requirements and would accommodate its ongoing and future rail operations
18 including, without limitation: maintenance and repair facilities for maintenance of way activities
19 and locomotives, railcars and other equipment; transload facilities and laydown yard; depot and
20 offices; and, associated improvements and facilities. Additionally, the Project on the property
21 will minimize and reduce the number of grade crossings and other safety improvements. The
22 property is of a sufficient size to ensure efficient and safe overall operations, allowing Plaintiff to
23 provide timely customer service serving all of its customers’ passenger and freight rail needs.
24 Among other reasons, various site constraints, including but not limited to the presence of
25 sensitive habitat areas, the entire property is required to accommodate Plaintiff’s Project.

26 Discovery is continuing.
27
28

1 Dated: June 10, 2022

CALIFORNIA EMINENT DOMAIN LAW GROUP,
a Professional Corporation

2
3 By  _____
4 Glenn L. Block
5 Christopher G. Washington
6 Attorneys for Plaintiff MENDOCINO RAILWAY
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1 **VERIFICATION**

2

3 I, Robert Pinoli of Mendocino Railway, have read **PLAINTIFF MENDOCINO**

4 **RAILWAY'S RESPONSE TO DEFENDANT JOHN MEYER'S SPECIAL**

5 **INTERROGATORIES, SET ONE** and know its contents. I am informed and believe and, on that

6 ground, allege that the matters stated in it are true.

7

8 I declare under penalty of perjury under the laws of the State of California and the United

9 States of America that the foregoing is true and correct.

10 Executed on June 10, 2022, at Fort Bragg, California.

11

12 

13 _____

14 By: Robert Pinoli

15 Mendocino Railway

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PROOF OF SERVICE

Mendocino Railway v. John Meyer, et al.
Mendocino Superior Court Case No.: SCUK-CVED-20-74939

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 3429 Ocean View Boulevard, Suite L, Glendale, CA 91208. On June 10, 2022, I served the within document(s):

PLAINTIFF MENDOCINO RAILWAY’S RESPONSE TO DEFENDANT JOHN MEYER’S SPECIAL INTERROGATORIES, SET ONE

- ELECTRONIC MAIL:** By transmitting via e-mail the document listed above to the e-mail address set forth below.
- BY MAIL:** By placing a true copy of the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Glendale, California addressed as set forth in the attached service list
- OVERNIGHT DELIVERY:** By overnight delivery, I placed such document(s) listed above in a sealed envelope, for deposit in the designated box or other facility regularly maintained by United Parcel Service for overnight delivery and caused such envelope to be delivered to the office of the addressee via overnight delivery pursuant to C.C.P. §1013(c), with delivery fees fully prepaid or provided for.
- PERSONAL SERVICE:** By personally delivering the document(s) listed above to the person(s) listed below at the address indicated.

I am readily familiar with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 10, 2022, in Glendale, California.


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SERVICE LIST

Mendocino Railway v. John Meyer, et al.
Mendocino Superior Court Case No.: SCUK-CVED-20-74939

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County Treasurer-Tax Collector

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In Pro Per

EXHIBIT 6

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Stephen F. Johnson, SBN 205244
 Mannon, King, Johnson & Wipf, LLP
 P.O. Box 419, Ukiah CA 95482
 TELEPHONE NO.: 707-468-9151
 FAX NO. (Optional): 707-468-0284
 E-MAIL ADDRESS (Optional): steve@mkjlex.com
 ATTORNEY FOR (Name): John Meyer

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MENDOCINO

SHORT TITLE OF CASE:
 Mendocino Railway Vs. John Meyer; Redwood Empire Title Company of Mendocino County; Sheppard Investments; Maryellen Shep

FORM INTERROGATORIES—GENERAL	CASE NUMBER: SCUK-CVED-20-74939
Asking Party: John Meyer	
Answering Party: Mendocino Railway	
Set No.:	

Sec. 1. Instructions to All Parties

- (a) Interrogatories are written questions prepared by a party to an action that are sent to any other party in the action to be answered under oath. The interrogatories below are form interrogatories approved for use in civil cases.
- (b) For time limitations, requirements for service on other parties, and other details, see Code of Civil Procedure sections 2030.010–2030.410 and the cases construing those sections.
- (c) These form interrogatories do not change existing law relating to interrogatories nor do they affect an answering party’s right to assert any privilege or make any objection.

- (c) Each answer must be as complete and straightforward as the information reasonably available to you, including the information possessed by your attorneys or agents, permits. If an interrogatory cannot be answered completely, answer it to the extent possible.
- (d) If you do not have enough personal knowledge to fully answer an interrogatory, say so, but make a reasonable and good faith effort to get the information by asking other persons or organizations, unless the information is equally available to the asking party.
- (e) Whenever an interrogatory may be answered by referring to a document, the document may be attached as an exhibit to the response and referred to in the response. If the document has more than one page, refer to the page and section where the answer to the interrogatory can be found.
- (f) Whenever an address and telephone number for the same person are requested in more than one interrogatory, you are required to furnish them in answering only the first interrogatory asking for that information.
- (g) If you are asserting a privilege or making an objection to an interrogatory, you must specifically assert the privilege or state the objection in your written response.
- (h) Your answers to these interrogatories must be verified, dated, and signed. You may wish to use the following form at the end of your answers:

Sec. 2. Instructions to the Asking Party

- (a) These interrogatories are designed for optional use by parties in unlimited civil cases where the amount demanded exceeds \$25,000. Separate interrogatories, Form *Interrogatories—Limited Civil Cases (Economic Litigation)* (form DISC-004), which have no subparts, are designed for use in limited civil cases where the amount demanded is \$25,000 or less; however, those interrogatories may also be used in unlimited civil cases.
- (b) Check the box next to each interrogatory that you want the answering party to answer. Use care in choosing those interrogatories that are applicable to the case.
- (c) You may insert your own definition of **INCIDENT** in Section 4, but only where the action arises from a course of conduct or a series of events occurring over a period of time.
- (d) The interrogatories in section 16.0, Defendant’s Contentions—Personal Injury, should not be used until the defendant has had a reasonable opportunity to conduct an investigation or discovery of plaintiff’s injuries and damages.
- (e) Additional interrogatories may be attached.

I declare under penalty of perjury under the laws of the State of California that the foregoing answers are true and correct.

(Date) _____

(SIGNATURE) _____

Sec. 3. Instructions to the Answering Party

- (a) An answer or other appropriate response must be given to each interrogatory checked by the asking party.
- (b) As a general rule, within 30 days after you are served with these interrogatories, you must serve your responses on the asking party and serve copies of your responses on all other parties to the action who have appeared. See Code of Civil Procedure sections 2030.260–2030.270 for details.

Sec. 4. Definitions

Words in **BOLDFACE CAPITALS** in these interrogatories are defined as follows:

- (a) (Check one of the following):

- (1) **INCIDENT** includes the circumstances and events surrounding the alleged accident, injury, or other occurrence or breach of contract giving rise to this action or proceeding.

(2) **INCIDENT** means (insert your definition here or on a separate, attached sheet labeled "Sec. 4(a)(2)"); Plaintiff's exercise of the power of Eminent Domain to take John Meyer's property at 1401 West Highway 20, Willits CA, 95490

- (b) **YOU OR ANYONE ACTING ON YOUR BEHALF** includes you, your agents, your employees, your insurance companies, their agents, their employees, your attorneys, your accountants, your investigators, and anyone else acting on your behalf.
- (c) **PERSON** includes a natural person, firm, association, organization, partnership, business, trust, limited liability company, corporation, or public entity.
- (d) **DOCUMENT** means a writing, as defined in Evidence Code section 250, and includes the original or a copy of handwriting, typewriting, printing, photostats, photographs, electronically stored information, and every other means of recording upon any tangible thing and form of communicating or representation, including letters, words, pictures, sounds, or symbols, or combinations of them.
- (e) **HEALTH CARE PROVIDER** includes any **PERSON** referred to in Code of Civil Procedure section 667.7(e)(3).
- (f) **ADDRESS** means the street address, including the city, state, and zip code.

Sec. 5. Interrogatories

The following interrogatories have been approved by the Judicial Council under Code of Civil Procedure section 2033.710:

CONTENTS

- 1.0 Identity of Persons Answering These Interrogatories
- 2.0 General Background Information—Individual
- 3.0 General Background Information—Business Entity
- 4.0 Insurance
- 5.0 [Reserved]
- 6.0 Physical, Mental, or Emotional Injuries
- 7.0 Property Damage
- 8.0 Loss of Income or Earning Capacity
- 9.0 Other Damages
- 10.0 Medical History
- 11.0 Other Claims and Previous Claims
- 12.0 Investigation—General
- 13.0 Investigation—Surveillance
- 14.0 Statutory or Regulatory Violations
- 15.0 Denials and Special or Affirmative Defenses
- 16.0 Defendant's Contentions Personal Injury
- 17.0 Responses to Request for Admissions
- 18.0 [Reserved]
- 19.0 [Reserved]
- 20.0 How the Incident Occurred—Motor Vehicle
- 25.0 [Reserved]
- 30.0 [Reserved]
- 40.0 [Reserved]
- 50.0 Contract
- 60.0 [Reserved]
- 70.0 Unlawful Detainer [See separate form DISC-003]
- 101.0 Economic Litigation [See separate form DISC-004]
- 200.0 Employment Law [See separate form DISC-002] Family Law [See separate form FL-145]

1.0 Identity of Persons Answering These Interrogatories

1.1 State the name, **ADDRESS**, telephone number, and relationship to you of each **PERSON** who prepared or assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)

2.0 General Background Information individual—

- 2.1 State:
 - (a) your name;
 - (b) every name you have used in the past; and
 - (c) the dates you used each name.
- 2.2 State the date and place of your birth.
- 2.3 At the time of the **INCIDENT**, did you have a driver's license? If so state:
 - (a) the state or other issuing entity;
 - (b) the license number and type;
 - (c) the date of issuance; and
 - (d) all restrictions.
- 2.4 At the time of the **INCIDENT**, did you have any other permit or license for the operation of a motor vehicle? If so, state:
 - (a) the state or other issuing entity;
 - (b) the license number and type;
 - (c) the date of issuance; and
 - (d) all restrictions.
- 2.5 State:
 - (a) your present residence **ADDRESS**;
 - (b) your residence **ADDRESSES** for the past five years; and
 - (c) the dates you lived at each **ADDRESS**.
- 2.6 State:
 - (a) the name, **ADDRESS**, and telephone number of your present employer or place of self-employment; and
 - (b) the name, **ADDRESS**, dates of employment, job title, and nature of work for each employer or self-employment you have had from five years before the **INCIDENT** until today.
- 2.7 State:
 - (a) the name and **ADDRESS** of each school or other academic or vocational institution you have attended, beginning with high school;
 - (b) the dates you attended;
 - (c) the highest grade level you have completed; and
 - (d) the degrees received.
- 2.8 Have you ever been convicted of a felony? If so, for each conviction state:
 - (a) the city and state where you were convicted;
 - (b) the date of conviction;
 - (c) the offense; and
 - (d) the court and case number.
- 2.9 Can you speak English with ease? If not, what language and dialect do you normally use?
- 2.10 Can you read and write English with ease? If not, what language and dialect do you normally use?

- 2.11 At the time of the **INCIDENT** were you acting as an agent or employee for any **PERSON**? If so, state:
- the name, **ADDRESS**, and telephone number of that **PERSON**; and
 - a description of your duties.
- 2.12 At the time of the **INCIDENT** did you or any other person have any physical, emotional, or mental disability or condition that may have contributed to the occurrence of the **INCIDENT**? If so, for each person state:
- the name, **ADDRESS**, and telephone number;
 - the nature of the disability or condition; and
 - the manner in which the disability or condition contributed to the occurrence of the **INCIDENT**.
- 2.13 Within 24 hours before the **INCIDENT** did you or any person involved in the **INCIDENT** use or take any of the following substances: alcoholic beverage, marijuana, or other drug or medication of any kind (prescription or not)? If so, for each person state:
- the name, **ADDRESS**, and telephone number;
 - the nature or description of each substance;
 - the quantity of each substance used or taken;
 - the date and time of day when each substance was used or taken;
 - the **ADDRESS** where each substance was used or taken;
 - the name, **ADDRESS**, and telephone number of each person who was present when each substance was used or taken; and
 - the name, **ADDRESS**, and telephone number of any **HEALTH CARE PROVIDER** who prescribed or furnished the substance and the condition for which it was prescribed or furnished.
- 3.0 General Background Information—Business Entity**
- 3.1 Are you a corporation? If so, state:
- the name stated in the current articles of incorporation;
 - all other names used by the corporation during the past 10 years and the dates each was used;
 - the date and place of incorporation;
 - the **ADDRESS** of the principal place of business; and
 - whether you are qualified to do business in California.
- 3.2 Are you a partnership? If so, state:
- the current partnership name;
 - all other names used by the partnership during the past 10 years and the dates each was used;
 - whether you are a limited partnership and, if so, under the laws of what jurisdiction;
 - the name and **ADDRESS** of each general partner; and
 - the **ADDRESS** of the principal place of business.
- 3.3 Are you a limited liability company? If so, state:
- the name stated in the current articles of organization;
 - all other names used by the company during the past 10 years and the date each was used;
 - the date and place of filing of the articles of organization;
 - the **ADDRESS** of the principal place of business; and
 - whether you are qualified to do business in California.
- 3.4 Are you a joint venture? If so, state:
- the current joint venture name;
 - all other names used by the joint venture during the past 10 years and the dates each was used;
 - the name and **ADDRESS** of each joint venturer; and
 - the **ADDRESS** of the principal place of business.
- 3.5 Are you an unincorporated association? If so, state:
- the current unincorporated association name;
 - all other names used by the unincorporated association during the past 10 years and the dates each was used; and
 - the **ADDRESS** of the principal place of business.
- 3.6 Have you done business under a fictitious name during the past 10 years? If so, for each fictitious name state:
- the name;
 - the dates each was used;
 - the state and county of each fictitious name filing; and
 - the **ADDRESS** of the principal place of business.
- 3.7 Within the past five years has any public entity registered or licensed your business? If so, for each license or registration:
- identify the license or registration;
 - state the name of the public entity; and
 - state the dates of issuance and expiration.
- 4.0 Insurance**
- 4.1 At the time of the **INCIDENT**, was there in effect any policy of insurance through which you were or might be insured in any manner (for example, primary, pro-rata, or excess liability coverage or medical expense coverage) for the damages, claims, or actions that have arisen out of the **INCIDENT**? If so, for each policy state:
- the kind of coverage;
 - the name and **ADDRESS** of the insurance company;
 - the name, **ADDRESS**, and telephone number of each named insured;
 - the policy number;
 - the limits of coverage for each type of coverage contained in the policy;
 - whether any reservation of rights or controversy or coverage dispute exists between you and the insurance company; and
 - the name, **ADDRESS**, and telephone number of the custodian of the policy.
- 4.2 Are you self-insured under any statute for the damages, claims, or actions that have arisen out of the **INCIDENT**? If so, specify the statute.
- 5.0 [Reserved]**
- 6.0 Physical, Mental, or Emotional Injuries**
- 6.1 Do you attribute any physical, mental, or emotional injuries to the **INCIDENT**? (If your answer is "no," do not answer interrogatories 6.2 through 6.7).
- 6.2 Identify each injury you attribute to the **INCIDENT** and the area of your body affected.

6.3 Do you still have any complaints that you attribute to the **INCIDENT**? If so, for each complaint state:

- (a) a description;
- (b) whether the complaint is subsiding, remaining the same, or becoming worse; and
- (c) the frequency and duration.

6.4 Did you receive any consultation or examination (except from expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310) or treatment from a **HEALTH CARE PROVIDER** for any injury you attribute to the **INCIDENT**? If so, for each **HEALTH CARE PROVIDER** state:

- (a) the name, **ADDRESS**, and telephone number;
- (b) the type of consultation, examination, or treatment provided;
- (c) the dates you received consultation, examination, or treatment; and
- (d) the charges to date.

6.5 Have you taken any medication, prescribed or not, as a result of injuries that you attribute to the **INCIDENT**? If so, for each medication state:

- (a) the name;
- (b) the **PERSON** who prescribed or furnished it;
- (c) the date it was prescribed or furnished;
- (d) the dates you began and stopped taking it; and
- (e) the cost to date.

6.6 Are there any other medical services necessitated by the injuries that you attribute to the **INCIDENT** that were not previously listed (for example, ambulance, nursing, prosthetics)? If so, for each service state:

- (a) the nature;
- (b) the date;
- (c) the cost; and
- (d) the name, **ADDRESS**, and telephone number of each provider.

6.7 Has any **HEALTH CARE PROVIDER** advised that you may require future or additional treatment for any injuries that you attribute to the **INCIDENT**? If so, for each injury state:

- (a) the name and **ADDRESS** of each **HEALTH CARE PROVIDER**;
- (b) the complaints for which the treatment was advised; and
- (c) the nature, duration, and estimated cost of the treatment.

7.0 Property Damage

7.1 Do you attribute any loss of or damage to a vehicle or other property to the **INCIDENT**? If so, for each item of property:

- (a) describe the property;
- (b) describe the nature and location of the damage to the property;

(c) state the amount of damage you are claiming for each item of property and how the amount was calculated; and

(d) if the property was sold, state the name, **ADDRESS**, and telephone number of the seller, the date of sale, and the sale price.

7.2 Has a written estimate or evaluation been made for any item of property referred to in your answer to the preceding interrogatory? If so, for each estimate or evaluation state:

- (a) the name, **ADDRESS**, and telephone number of the **PERSON** who prepared it and the date prepared;
- (b) the name, **ADDRESS**, and telephone number of each **PERSON** who has a copy of it; and
- (c) the amount of damage stated.

7.3 Has any item of property referred to in your answer to interrogatory 7.1 been repaired? If so, for each item state:

- (a) the date repaired;
- (b) a description of the repair;
- (c) the repair cost;
- (d) the name, **ADDRESS**, and telephone number of the **PERSON** who repaired it;
- (e) the name, **ADDRESS**, and telephone number of the **PERSON** who paid for the repair.

8.0 Loss of Income or Earning Capacity

8.1 Do you attribute any loss of income or earning capacity to the **INCIDENT**? (If your answer is "no," do not answer interrogatories 8.2 through 8.8).

8.2 State:

- (a) the nature of your work;
- (b) your job title at the time of the **INCIDENT**; and
- (c) the date your employment began.

8.3 State the last date before the **INCIDENT** that you worked for compensation.

8.4 State your monthly income at the time of the **INCIDENT** and how the amount was calculated.

8.5 State the date you returned to work at each place of employment following the **INCIDENT**.

8.6 State the dates you did not work and for which you lost income as a result of the **INCIDENT**.

8.7 State the total income you have lost to date as a result of the **INCIDENT** and how the amount was calculated.

8.8 Will you lose income in the future as a result of the **INCIDENT**? If so, state:

- (a) the facts upon which you base this contention;
- (b) an estimate of the amount;
- (c) an estimate of how long you will be unable to work; and
- (d) how the claim for future income is calculated.

9.0 Other Damages

- 9.1 Are there any other damages that you attribute to the **INCIDENT**? If so, for each item of damage state:
- (a) the nature;
 - (b) the date it occurred;
 - (c) the amount; and
 - (d) the name, **ADDRESS**, and telephone number of each **PERSON** to whom an obligation was incurred.
- 9.2 Do any **DOCUMENTS** support the existence or amount of any item of damages claimed in interrogatory 9.1? If so, describe each document and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

10.0 Medical History

- 10.1 At any time before the **INCIDENT** did you have complaints or injuries that involved the same part of your body claimed to have been injured in the **INCIDENT**? If so, for each state:
- (a) a description of the complaint or injury;
 - (b) the dates it began and ended; and
 - (c) the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER** whom you consulted or who examined or treated you.
- 10.2 List all physical, mental, and emotional disabilities you had immediately before the **INCIDENT**. (*You may omit mental or emotional disabilities unless you attribute any mental or emotional injury to the **INCIDENT**.*)
- 10.3 At any time after the **INCIDENT**, did you sustain injuries of the kind for which you are now claiming damages? If so, for each incident giving rise to an injury state:
- (a) the date and the place it occurred;
 - (b) the name, **ADDRESS**, and telephone number of any other **PERSON** involved;
 - (c) the nature of any injuries you sustained;
 - (d) the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER** who you consulted or who examined or treated you; and
 - (e) the nature of the treatment and its duration.

11.0 Other Claims and Previous Claims

- 11.1 Except for this action, in the past 10 years have you filed an action or made a written claim or demand for compensation for your personal injuries? If so, for each action, claim, or demand state:
- (a) the date, time, and place and location (closest street **ADDRESS** or intersection) of the **INCIDENT** giving rise to the action, claim, or demand;
 - (b) the name, **ADDRESS**, and telephone number of each **PERSON** against whom the claim or demand was made or the action filed;

- (c) the court, names of the parties, and case number of any action filed;
- (d) the name, **ADDRESS**, and telephone number of any attorney representing you;
- (e) whether the claim or action has been resolved or is pending; and
- (f) a description of the injury.

- 11.2 In the past 10 years have you made a written claim or demand for workers' compensation benefits? If so, for each claim or demand state:
- (a) the date, time, and place of the **INCIDENT** giving rise to the claim;
 - (b) the name, **ADDRESS**, and telephone number of your employer at the time of the injury;
 - (c) the name, **ADDRESS**, and telephone number of the workers' compensation insurer and the claim number;
 - (d) the period of time during which you received workers' compensation benefits;
 - (e) a description of the injury;
 - (f) the name, **ADDRESS**, and telephone number of any **HEALTH CARE PROVIDER** who provided services; and
 - (g) the case number at the Workers' Compensation Appeals Board.

12.0 Investigation—General

- 12.1 State the name, **ADDRESS**, and telephone number of each individual:
- (a) who witnessed the **INCIDENT** or the events occurring immediately before or after the **INCIDENT**;
 - (b) who made any statement at the scene of the **INCIDENT**;
 - (c) who heard any statements made about the **INCIDENT** by any individual at the scene; and
 - (d) who **YOU OR ANYONE ACTING ON YOUR BEHALF** claim has knowledge of the **INCIDENT** (except for expert witnesses covered by Code of Civil Procedure section 2034).
- 12.2 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** interviewed any individual concerning the **INCIDENT**? If so, for each individual state:
- (a) the name, **ADDRESS**, and telephone number of the individual interviewed;
 - (b) the date of the interview; and
 - (c) the name, **ADDRESS**, and telephone number of the **PERSON** who conducted the interview.
- 12.3 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** obtained a written or recorded statement from any individual concerning the **INCIDENT**? If so, for each statement state:
- (a) the name, **ADDRESS**, and telephone number of the individual from whom the statement was obtained;
 - (b) the name, **ADDRESS**, and telephone number of the individual who obtained the statement;
 - (c) the date the statement was obtained; and
 - (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original statement or a copy.

12.4 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** know of any photographs, films, or videotapes depicting any place, object, or individual concerning the **INCIDENT** or plaintiff's injuries? If so, state:

- (a) the number of photographs or feet of film or videotape;
- (b) the places, objects, or persons photographed, filmed, or videotaped;
- (c) the date the photographs, films, or videotapes were taken;
- (d) the name, **ADDRESS**, and telephone number of the individual taking the photographs, films, or videotapes; and
- (e) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy of the photographs, films, or videotapes.

12.5 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** know of any diagram, reproduction, or model of any place or thing (except for items developed by expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310) concerning the **INCIDENT**? If so, for each item state:

- (a) the type (i.e., diagram, reproduction, or model);
- (b) the subject matter; and
- (c) the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

12.6 Was a report made by any **PERSON** concerning the **INCIDENT**? If so, state:

- (a) the name, title, identification number, and employer of the **PERSON** who made the report;
- (b) the date and type of report made;
- (c) the name, **ADDRESS**, and telephone number of the **PERSON** for whom the report was made; and
- (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy of the report.

12.7 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** inspected the scene of the **INCIDENT**? If so, for each inspection state:

- (a) the name, **ADDRESS**, and telephone number of the individual making the inspection (except for expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310); and
- (b) the date of the inspection.

13.0 Investigation—Surveillance

13.1 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** conducted surveillance of any individual involved in the **INCIDENT** or any party to this action? If so, for each surveillance state:

- (a) the name, **ADDRESS**, and telephone number of the individual or party;
- (b) the time, date, and place of the surveillance;
- (c) the name, **ADDRESS**, and telephone number of the individual who conducted the surveillance; and
- (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy of any surveillance photograph, film, or videotape.

13.2 Has a written report been prepared on the surveillance? If so, for each written report state:

- (a) the title;
- (b) the date;
- (c) the name, **ADDRESS**, and telephone number of the individual who prepared the report; and
- (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the original or a copy.

14.0 Statutory or Regulatory Violations

14.1 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** contend that any **PERSON** involved in the **INCIDENT** violated any statute, ordinance, or regulation and that the violation was a legal (proximate) cause of the **INCIDENT**? If so, identify the name, **ADDRESS**, and telephone number of each **PERSON** and the statute, ordinance, or regulation that was violated.

14.2 Was any **PERSON** cited or charged with a violation of any statute, ordinance, or regulation as a result of this **INCIDENT**? If so, for each **PERSON** state:

- (a) the name, **ADDRESS**, and telephone number of the **PERSON**;
- (b) the statute, ordinance, or regulation allegedly violated;
- (c) whether the **PERSON** entered a plea in response to the citation or charge and, if so, the plea entered; and
- (d) the name and **ADDRESS** of the court or administrative agency, names of the parties, and case number.

15.0 Denials and Special or Affirmative Defenses

15.1 Identify each denial of a material allegation and each special or affirmative defense in your pleadings and for each:

- (a) state all facts upon which you base the denial or special or affirmative defense;
- (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of those facts; and
- (c) identify all **DOCUMENTS** and other tangible things that support your denial or special or affirmative defense, and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

16.0 Defendant's Contentions—Personal Injury

16.1 Do you contend that any **PERSON**, other than you or plaintiff, contributed to the occurrence of the **INCIDENT** or the injuries or damages claimed by plaintiff? If so, for each **PERSON**:

- (a) state the name, **ADDRESS**, and telephone number of the **PERSON**;
- (b) state all facts upon which you base your contention;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

16.2 Do you contend that plaintiff was not injured in the **INCIDENT**? If so:

- (a) state all facts upon which you base your contention;
- (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
- (c) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

- 16.3 Do you contend that the injuries or the extent of the injuries claimed by plaintiff as disclosed in discovery proceedings thus far in this case were not caused by the **INCIDENT**? If so, for each injury:
 - (a) identify it;
 - (b) state all facts upon which you base your contention;
 - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
 - (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.
- 16.4 Do you contend that any of the services furnished by any **HEALTH CARE PROVIDER** claimed by plaintiff in discovery proceedings thus far in this case were not due to the **INCIDENT**? If so:
 - (a) identify each service;
 - (b) state all facts upon which you base your contention;
 - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
 - (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.
- 16.5 Do you contend that any of the costs of services furnished by any **HEALTH CARE PROVIDER** claimed as damages by plaintiff in discovery proceedings thus far in this case were not necessary or unreasonable? If so:
 - (a) identify each cost;
 - (b) state all facts upon which you base your contention;
 - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
 - (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.
- 16.6 Do you contend that any part of the loss of earnings or income claimed by plaintiff in discovery proceedings thus far in this case was unreasonable or was not caused by the **INCIDENT**? If so:
 - (a) identify each part of the loss;
 - (b) state all facts upon which you base your contention;
 - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
 - (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.
- 16.7 Do you contend that any of the property damage claimed by plaintiff in discovery Proceedings thus far in this case was not caused by the **INCIDENT**? If so:
 - (a) identify each item of property damage;
 - (b) state all facts upon which you base your contention;
 - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
 - (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

- 16.8 Do you contend that any of the costs of repairing the property damage claimed by plaintiff in discovery proceedings thus far in this case were unreasonable? If so:
 - (a) identify each cost item; state all facts upon which you base your contention;
 - (b) state all facts upon which you base your contention;
 - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of the facts; and
 - (d) identify all **DOCUMENTS** and other tangible things that support your contention and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.
- 16.9 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** have any **DOCUMENT** (for example, insurance bureau index reports) concerning claims for personal injuries made before or after the **INCIDENT** by a plaintiff in this case? If so, for each plaintiff state:
 - (a) the source of each **DOCUMENT**;
 - (b) the date each claim arose;
 - (c) the nature of each claim; and
 - (d) the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.
- 16.10 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** have any **DOCUMENT** concerning the past or present physical, mental, or emotional condition of any plaintiff in this case from a **HEALTH CARE PROVIDER** not previously identified (except for expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310)? If so, for each plaintiff state:
 - (a) the name, **ADDRESS**, and telephone number of each **HEALTH CARE PROVIDER**;
 - (b) a description of each **DOCUMENT**; and
 - (c) the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

17.0 Responses to Request for Admissions

- 17.1 Is your response to each request for admission served with these interrogatories an unqualified admission? If not, for each response that is not an unqualified admission:
 - (a) state the number of the request;
 - (b) state all facts upon which you base your response;
 - (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of those facts; and
 - (d) identify all **DOCUMENTS** and other tangible things that support your response and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

18.0 [Reserved]

19.0 [Reserved]

20.0 How the Incident Occurred—Motor Vehicle

- 20.1 State the date, time, and place of the **INCIDENT** (closest street **ADDRESS** or intersection).
- 20.2 For each vehicle involved in the **INCIDENT**, state:
 - (a) the year, make, model, and license number;
 - (b) the name, **ADDRESS**, and telephone number of the driver;

- (c) the name, **ADDRESS**, and telephone number of each occupant other than the driver;
- (d) the name, **ADDRESS**, and telephone number of each registered owner;
- (e) the name, **ADDRESS**, and telephone number of each lessee;
- (f) the name, **ADDRESS**, and telephone number of each owner other than the registered owner or lien holder; and
- (g) the name of each owner who gave permission or consent to the driver to operate the vehicle.

20.3 State the **ADDRESS** and location where your trip began and the **ADDRESS** and location of your destination.

20.4 Describe the route that you followed from the beginning of your trip to the location of the **INCIDENT**, and state the location of each stop, other than routine traffic stops, during the trip leading up to the **INCIDENT**.

20.5 State the name of the street or roadway, the lane of travel, and the direction of travel of each vehicle involved in the **INCIDENT** for the 500 feet of travel before the **INCIDENT**.

20.6 Did the **INCIDENT** occur at an intersection? If so, describe all traffic control devices, signals, or signs at the intersection.

20.7 Was there a traffic signal facing you at the time of the **INCIDENT**? If so, state:

- (a) your location when you first saw it;
- (b) the color;
- (c) the number of seconds it had been that color; and
- (d) whether the color changed between the time you first saw it and the **INCIDENT**.

20.8 State how the **INCIDENT** occurred, giving the speed, direction, and location of each vehicle involved:

- (a) just before the **INCIDENT**;
- (b) at the time of the **INCIDENT**; and (c) just after the **INCIDENT**.

20.9 Do you have information that a malfunction or defect in a vehicle caused the **INCIDENT**? If so:

- (a) identify the vehicle;
- (b) identify each malfunction or defect;
- (c) state the name, **ADDRESS**, and telephone number of each **PERSON** who is a witness to or has information about each malfunction or defect; and
- (d) state the name, **ADDRESS**, and telephone number of each **PERSON** who has custody of each defective part.

20.10 Do you have information that any malfunction or defect in a vehicle contributed to the injuries sustained in the **INCIDENT**? If so:

- (a) identify the vehicle;
- (b) identify each malfunction or defect;
- (c) state the name, **ADDRESS**, and telephone number of each **PERSON** who is a witness to or has information about each malfunction or defect; and

(d) state the name, **ADDRESS**, and telephone number of each **PERSON** who has custody of each defective part.

20.11 State the name, **ADDRESS**, and telephone number of each owner and each **PERSON** who has had possession since the **INCIDENT** of each vehicle involved in the **INCIDENT**.

25.0 [Reserved]

30.0 [Reserved]

40.0 [Reserved]

50.0 Contract

50.1 For each agreement alleged in the pleadings:

- (a) identify each **DOCUMENT** that is part of the agreement and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
- (b) state each part of the agreement not in writing, the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to that provision, and the date that part of the agreement was made;
- (c) identify all **DOCUMENTS** that evidence any part of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
- (d) identify all **DOCUMENTS** that are part of any modification to the agreement, and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;
- (e) state each modification not in writing, the date, and the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to the modification, and the date the modification was made;
- (f) identify all **DOCUMENTS** that evidence any modification of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

50.2 Was there a breach of any agreement alleged in the pleadings? If so, for each breach describe and give the date of every act or omission that you claim is the breach of the agreement.

50.3 Was performance of any agreement alleged in the pleadings excused? If so, identify each agreement excused and state why performance was excused.

50.4 Was any agreement alleged in the pleadings terminated by mutual agreement, release, accord and satisfaction, or novation? If so, identify each agreement terminated, the date of termination, and the basis of the termination.

50.5 Is any agreement alleged in the pleadings unenforceable? If so, identify each unenforceable agreement and state why it is unenforceable.

50.6 Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous agreement and state why it is ambiguous.

60.0 [Reserved]

1 **PROOF OF SERVICE**

2 Mendocino County Superior Court Case No.: SCUK-CVED-20-74939

3 I declare that I am over the age of 18 years, employed in the County of Mendocino,
4 and not a party to the within action; my business address is P.O. Box 419, 200 N. School
5 Street, Room 304, Ukiah, CA 95482.

6 On May 9, 2022, I served the **FORM INTERROGATORIES – GENERAL;**
7 **DEFENDANT JOHN MEYER’S REQUEST FOR ADMISSION (SET ONE);**
8 **DEFENDANT JOHN MEYER’S REQUEST FOR SPECIAL INTERROGATORIES**
9 **TO MENDOCINO RAILWAY (SET ONE)** on the interested parties in this action by
10 placing the original true copies thereof, as follows:

11 **SEE ATTACHED SERVICE LIST**

12 <input type="checkbox"/>	By E-SERVICE. Pursuant to California Rules of Court Rule 2.251(c), adopted effective July 1, 2013, I am e-Serving the above-listed document(s) to the electronic service address(es) on the attached Service List and e-Filing the document(s) using one of the court’s approved electronic service providers. A true and correct copy of the e-Service transmittal will be attached to the above-listed document(s) and produced if requested by any interested party.
13 <input type="checkbox"/>	By MAIL. I am readily familiar with this law firm's practice for collection and processing of documents for mailing with the U. S. Postal Service. The above-listed document(s) will be deposited with the U. S. Postal Service on the same day shown on this affidavit, to the addressee(s) on the attached Service List in the ordinary course of business. I am the person who sealed and placed for collection and mailing the above-listed document(s) on this date at Ukiah, California, following ordinary business practices.
14 <input checked="" type="checkbox"/>	By E-MAIL. I e-mailed above-listed document(s) to the e-mail address(es) of the addressee(s) on the attached Service List. A true and correct copy of the e-mail transmittal will be attached to the above-listed document(s) and produced if requested by any interested party.
15 <input type="checkbox"/>	By OVERNIGHT DELIVERY. The above-listed document(s) will be deposited with an Overnight Delivery Service on the same day shown on this affidavit, in the ordinary course of business. I am the person who sealed and placed for collection and overnight delivery the above-listed document(s) on this date at Ukiah, California, to the addressee(s) on the attached Service List following ordinary business practices. A true and correct copy of the overnight delivery service transmittal will be attached to the above-listed document(s) and produced if requested by any interested party.
16 <input type="checkbox"/>	By PERSONAL SERVICE. I caused to have hand delivered, the above-listed document(s) to the parties indicated on the service list.
17 <input checked="" type="checkbox"/>	(STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

18 Executed on May 9, 2022, at Ukiah, California.

19 

20 Rochelle Miller, Legal Assistant

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SERVICE LIST

Mendocino County Superior Court Case No.: SCUK-CVED-20-74939

Glenn L. Block California Eminent Domain Group, APC 3429 Ocean View Blvd., Suite L Glendale, CA 91208 glb@caledlaw.com <u>By fax: (818) 957-3477</u>	Christian Curtis Office of Mendocino-Administration Center 501 Low Gap Road, Room 1030 Ukiah, CA 95482 curtisc@mendocinocounty.org
Maryellen Sheppard 27200 North Highway 1 Fort Bragg, CA 95437 sheppard@mcn.org	Debi S. Carbon California Eminent Domain Law Group. APC 3429 Ocean View Blvd, Suite L Glendale, CA 91208 dsc@caledlaw.com
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1 **GLENN L. BLOCK (SB#208017)**
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5 Attorneys for Plaintiff,
6 MENDOCINO RAILWAY

7 **SUPERIOR COURT OF CALIFORNIA**
8 **FOR THE COUNTY OF MENDOCINO**

9 MENDOCINO RAILWAY,

10 Plaintiff,

11 v.

12)
13) JOHN MEYER; REDWOOD EMPIRE TITLE)
14) COMPANY OF MENDOCINO COUNTY;)
15) SHEPPARD INVESTMENTS; MARYELLEN)
16) SHEPPARD; MENDOCINO COUNTY)
17) TREASURER-TAX COLLECTOR; All other)
18) persons unknown claiming an interest in the)
19) property; and DOES 1 through 100, inclusive,)

20 Defendants.

Case No. SCUK-CVED-20-74939

[APN 038-180-53]

**PLAINTIFF MENDOCINO RAILWAY'S
RESPONSE TO DEFENDANT JOHN
MEYER'S FORM INTERROGATORIES,
Set 1**

21 PROPOUNDING PARTY: Defendant John Meyer

22 RESPONDING PARTY: Plaintiff Mendocino Railway

23 SET NO.: One

24 **PRELIMINARY STATEMENT**

25 These responses are made solely in the context of this action. Each response is subject to
26 all proper objections, including but not limited to those on grounds of privilege, work product,
27 and relevance. All such objections and grounds are reserved and may be asserted at trial.
28

1 Plaintiff has not completed its investigation of all facts relating to this action. It is
2 possible that further documents and/or information may surface which are responsive to these
3 Form Interrogatories or which may give a new or different meaning to facts presently known to
4 Plaintiff. These responses are based solely on Plaintiff's current knowledge, understanding, and
5 belief of the matters addressed in these Requests and the information available to Plaintiff at this
6 time. Accordingly, Plaintiff expressly reserves the right to use any subsequently discovered
7 documents and/or information at any time hereafter, and at the time of trial. Plaintiff further
8 expressly reserves the right, without obligation, to supplement and amend its responses.

9 It is anticipated that further discovery, independent investigation, legal research and
10 analysis may supply additional facts, add meaning to the known facts, as well as establishing
11 entire new factual conclusions and legal contentions, all of which may lead to additions to,
12 changes in, and variations from the contentions and responses set forth herein. The following
13 responses are given without prejudice to Plaintiff's right to produce evidence of any
14 subsequently discovered facts or witnesses which responding party may later recall. Plaintiff
15 accordingly reserves the right to change any and all responses herein as additional facts are
16 ascertained, analyses are made, legal research is completed and contentions are made.

17 The fact that any Interrogatory has been answered should not be taken as an admission or
18 acceptance of the existence of any facts assumed by the Form Interrogatories or that the answers
19 constitute admissible evidence. Plaintiff expressly reserves all objections regarding the
20 competency, relevance, materiality, probative value, vagueness, ambiguity, unintelligibility,
21 overbreadth and admissibility of all information provided. Any and all such objections are
22 expressly reserved and may be interposed at any future proceeding or trial.

23 Plaintiff responds to each and every Interrogatory subject to the foregoing, and each of
24 the foregoing statements and the following objections is incorporated by reference into the
25 responses to each of the specific Form Interrogatories.
26
27
28

1 **RESPONSE TO FORM INTERROGATORY NO. 1.1:**

2 Plaintiff objects to this interrogatory on the grounds and to the extent it seeks or requires
3 the disclosure of information protected from disclosure by the attorney-client privilege or work
4 product doctrine.

5 Plaintiff further objects on the grounds and to the extent it seeks information which is not
6 relevant to the subject matter of this action (i.e., Plaintiff's exercise of its power of eminent
7 domain to acquire the Subject Property for Plaintiff's rail project or determination of just
8 compensation to which Defendant may be entitled) and is not reasonably calculated to lead to the
9 discovery of admissible evidence.

10 Subject to and without waiving the foregoing objection, Plaintiff responds as follows:

11 Robert J. Pinoli c/o Glenn L. Block, California Eminent Domain Law Group, 3429 Ocean
12 View Blvd., Suite L, Glendale, California, 91208, 818-957-0477.

13 **FORM INTERROGATORY NO. 3.1:**

14 Are you a corporation? If so, state:

- 15 (a) the name stated in the current articles of incorporation;
16 (b) all other names used by the corporation during the past 10 years and the dates each
17 was used;
18 (c) the date and place of incorporation;
19 (d) the ADDRESS of the principal place of business; and
20 (e) whether you are qualified to do business in California.

21
22 **RESPONSE TO FORM INTERROGATORY NO. 3.1:**

23 Yes

- 24 (a) Mendocino Railway;
25 (b) Not Applicable;
26 (c) January 26, 2004; California;
27 (d) 122 Research Park Drive, Davis, CA 95618; and
28 (e) Yes.

1 **FORM INTERROGATORY NO. 3.6:**

2 Have you done business under a fictitious name during the past 10 years? If so, for each
3 fictitious name state:

- 4 (a) the name;
5 (b) the dates each was used;
6 (c) the state and county of each fictitious name filing; and
7 (d) the ADDRESS of the principal place of business.
8

9 **RESPONSE TO FORM INTERROGATORY NO. 3.6:**

10 No.

11 **FORM INTERROGATORY NO. 3.7:**

12 Within the past five years has any public entity registered or licensed your business? If
13 so, for each license or registration:

- 14 (a) identify the license or registration;
15 (b) state the name of the public entity; and
16 (c) state the dates of issuance and expiration.
17

18 **RESPONSE TO FORM INTERROGATORY NO. 3.7:**

19 Yes

- 20 (a) City of Fort Bragg – Business License (Common Carrier);
21 (b) City of Fort Bragg; and
22 (c) Business license has been issued continuously for more than 20 years and is renewed
23 annually.
24

25 **FORM INTERROGATORY NO. 12.1:**

26 State the name, ADDRESS, and telephone number of each individual;

- 27 (a) who witnessed the INCIDENT or the events occurring immediately before or after the
28 INCIDENT;

- 1 (b) who made any statement at the scene of the INCIDENT;
- 2 (c) who heard any statements made about the INCIDENT by any individual at the scene;
- 3 and
- 4 (d) who YOU OR ANYONE ACTING ON YOUR BEFORE claim has knowledge of the
- 5 INCIDENT (except for expert witnesses covered by Code of Civil Procedure section
- 6 2034)

7

8 **RESPONSE TO FORM INTERROGATORY NO. 12.1:**

9 Plaintiff objects to this request on the grounds that it seeks information not relevant to the

10 subject matter of this action and not reasonably calculated to lead to the discovery of admissible

11 evidence.

12 Plaintiff further objects on the grounds that this interrogatory is vague and ambiguous as

13 to the term "INCIDENT." Plaintiff also objects to this interrogatory on the grounds that it is

14 overbroad as to time and/or scope. Plaintiff further objects that this interrogatory is unduly

15 burdensome. Plaintiff further objects that this request is not reasonably particularized.

16 Plaintiff further objects on the grounds that this Interrogatory is duplicative of the 27

17 Special Interrogatories and 14 Request for Admissions propounded concurrently with this set of

18 Form Interrogatories. See Plaintiff's responses to Special Interrogatories, including without

19 limitation responses to Interrogatories and responses to Form Interrogatories, No. 17.1.

20

21 **FORM INTERROGATORY NO. 12.2:**

22 Have YOU OR ANYONE ACTING ON YOUR BEHALF interviewed any individual

23 concerning the INCIDENT? If so, for each individual state:

- 24 (a) the name, ADDRESS, and telephone number of the individual interviewed;
- 25 (b) the date of the interview; and
- 26 (c) the name, ADDRESS, and telephone number of the PERSON who conducted the
- 27 interview.
- 28

1 **RESPONSE TO FORM INTERROGATORY NO. 12.2:**

2 Plaintiff objects to this request on the grounds that it seeks information not relevant to the
3 subject matter of this action and not reasonably calculated to lead to the discovery of admissible
4 evidence.

5 Plaintiff further objects on the grounds that this interrogatory is vague and ambiguous as
6 to the term “INCIDENT.” Plaintiff also objects to this interrogatory on the grounds that it is
7 overbroad as to time and/or scope. Plaintiff further objects that this interrogatory is unduly
8 burdensome. Plaintiff further objects that this request is not reasonably particularized.

9 Plaintiff further objects on the grounds that this Interrogatory is duplicative of the 27
10 Special Interrogatories and 14 Request for Admissions propounded concurrently with this set of
11 Form Interrogatories. See Plaintiff’s responses to Special Interrogatories, including without
12 limitation responses to Interrogatories and responses to Form Interrogatories, No. 17.1.

13
14 **FORM INTERROGATORY NO. 12.3:**

15 Have YOU OR ANYONE ACTING OF YOUR BEHALF obtained a written or recorded
16 statement from any individual concerning the INCIDENT? If so, for each statement state:

- 17 (a) the name, ADDRESS, and telephone number of the individual from whom the
18 statement was obtained;
- 19 (b) the name, ADDRESS, and telephone number of the individual who obtained the
20 statement;
- 21 (c) the date the statement was obtained; and
- 22 (d) the name, ADDRESS, and telephone number of each PERSON who has the original
23 statement or a copy.
- 24
25
26
27
28

1 **RESPONSE TO FORM INTERROGATORY NO. 12.3:**

2 Plaintiff objects to this request on the grounds that it seeks information not relevant to the
3 subject matter of this action and not reasonably calculated to lead to the discovery of admissible
4 evidence.

5 Plaintiff further objects on the grounds that this interrogatory is vague and ambiguous as
6 to the term “INCIDENT.” Plaintiff also objects to this interrogatory on the grounds that it is
7 overbroad as to time and/or scope. Plaintiff further objects that this interrogatory is unduly
8 burdensome. Plaintiff further objects that this request is not reasonably particularized.

9 Plaintiff further objects on the grounds that this Interrogatory is duplicative of the 27
10 Special Interrogatories and 14 Request for Admissions propounded concurrently with this set of
11 Form Interrogatories. See Plaintiff’s responses to Special Interrogatories, including without
12 limitation responses to Interrogatories and responses to Form Interrogatories, No. 17.1.

13
14 **FORM INTERROGATORY NO. 12.4:**

15 Do YOU OR ANYONE ACTING OF YOUR BEHALF know of any photographs, films,
16 or videotapes depicting any place, object, or individual concerning the INCIDENT or plaintiff’s
17 injuries? If so, for each statement state:

- 18 (a) the number of photographs or feet of film or videotape;
19 (b) the places, objects, or persons photographed, filmed, or videotaped;
20 (c) the date of the photographs, films, or videotapes were taken;
21 (d) the name, ADDRESS, and telephone number of the individual taking the
22 photographs, films, or videotapes; and
23 (e) the name, ADDRESS, and telephone number of each PERSON who has the original
24 or a copy of the photographs, films, or videotapes.

1 **RESPONSE TO FORM INTERROGATORY NO. 12.4:**

2 Plaintiff objects to this request on the grounds that it seeks information not relevant to the
3 subject matter of this action and not reasonably calculated to lead to the discovery of admissible
4 evidence.

5 Plaintiff further objects on the grounds that this interrogatory is vague and ambiguous as
6 to the term “INCIDENT.” Plaintiff also objects to this interrogatory on the grounds that it is
7 overbroad as to time and/or scope. Plaintiff further objects that this interrogatory is unduly
8 burdensome. Plaintiff further objects that this request is not reasonably particularized.

9 Plaintiff further objects on the grounds that this Interrogatory is duplicative of the 27
10 Special Interrogatories and 14 Request for Admissions propounded concurrently with this set of
11 Form Interrogatories. See Plaintiff’s responses to Special Interrogatories, including without
12 limitation responses to Interrogatories and responses to Form Interrogatories, No. 17.1.

13
14 **FORM INTERROGATORY NO. 12.5:**

15 Do YOU OR ANYONE ACTING OF YOUR BEHALF know of any diagram,
16 reproduction, or model of any place or thing (except for items developed by expert witnesses
17 covered by Code of Civil Procedure sections 2034.210-2034.310) concerning the INCIDENT?

18 If so, for each item state:

- 19 (a) the type (i.e., diagram, reproduction, or model);
20 (b) the subject matter; and
21 (c) the name, ADDRESS, and telephone number of each PERSON who has it.

22
23 **RESPONSE TO FORM INTERROGATORY NO. 12.5:**

24 Plaintiff objects to this request on the grounds that it seeks information not relevant to the
25 subject matter of this action and not reasonably calculated to lead to the discovery of admissible
26 evidence.

27 Plaintiff further objects on the grounds that this interrogatory is vague and ambiguous as
28 to the term “INCIDENT.” Plaintiff also objects to this interrogatory on the grounds that it is

1 overbroad as to time and/or scope. Plaintiff further objects that this interrogatory is unduly
2 burdensome. Plaintiff further objects that this request is not reasonably particularized.

3 Plaintiff further objects on the grounds that this Interrogatory is duplicative of the 27
4 Special Interrogatories and 14 Request for Admissions propounded concurrently with this set of
5 Form Interrogatories. See Plaintiff's responses to Special Interrogatories, including without
6 limitation responses to Interrogatories and responses to Form Interrogatories, No. 17.1.

7
8 **FORM INTERROGATORY NO. 12.6:**

9 Was a report made by any PERSON concerning the INCIDENT? If so, state:

10 (a) the name, title, identification number, and employer of the PERSON who made the
11 report;

12 (b) the date and type of report made;

13 (c) the name, ADDRESS, and telephone number of the PERSON for whom the report
14 was made; and

15 (d) the name, ADDRESS, and telephone number of each PERSON who has the original
16 or a copy of the report.

17
18 **RESPONSE TO FORM INTERROGATORY NO. 12.6:**

19 Plaintiff objects to this request on the grounds that it seeks information not relevant to the
20 subject matter of this action and not reasonably calculated to lead to the discovery of admissible
21 evidence.

22 Plaintiff further objects on the grounds that this interrogatory is vague and ambiguous as
23 to the term "INCIDENT." Plaintiff also objects to this interrogatory on the grounds that it is
24 overbroad as to time and/or scope. Plaintiff further objects that this interrogatory is unduly
25 burdensome. Plaintiff further objects that this request is not reasonably particularized.

26 Plaintiff further objects on the grounds that this Interrogatory is duplicative of the 27
27 Special Interrogatories and 14 Request for Admissions propounded concurrently with this set of
28

1 Form Interrogatories. See Plaintiff's responses to Special Interrogatories, including without
2 limitation responses to Interrogatories and responses to Form Interrogatories, No. 17.1.

3 Not applicable.
4

5 **FORM INTERROGATORY NO. 12.7:**

6 Have YOU OR ANYONE ACTING OF YOUR BEHALF inspected the scene of the
7 INCIDENT? If so, for each inspection state:

8 (a) the name, ADDRESS, and telephone number of the individual making the inspection
9 (except for expert witnesses covered by Code of Civil Procedure sections 2034.210-
10 2034.310); and

11 (b) the date of the inspection.
12

13 **RESPONSE TO FORM INTERROGATORY NO. 12.7:**

14 Plaintiff objects to this request on the grounds that it seeks information not relevant to the
15 subject matter of this action and not reasonably calculated to lead to the discovery of admissible
16 evidence.

17 Plaintiff further objects on the grounds that this interrogatory is vague and ambiguous as
18 to the term "INCIDENT." Plaintiff also objects to this interrogatory on the grounds that it is
19 overbroad as to time and/or scope. Plaintiff further objects that this interrogatory is unduly
20 burdensome. Plaintiff further objects that this request is not reasonably particularized.

21 Plaintiff further objects on the grounds that this Interrogatory is duplicative of the 27
22 Special Interrogatories and 14 Request for Admissions propounded concurrently with this set of
23 Form Interrogatories. See Plaintiff's responses to Special Interrogatories, including without
24 limitation responses to Interrogatories and responses to Form Interrogatories, No. 17.1.

25 Not applicable.
26
27
28

1 **FORM INTERROGATORY NO. 13.1:**

2 Have YOU OR ANYONE ACTING OF YOUR BEHALF conducted surveillance of any
3 individual involved in the INCIDENT or any party to this action? If so, for each surveillance
4 state:

- 5 (a) the name, ADDRESS, and telephone number of the individual or party;
6 (b) the time, date, and place of the surveillance;
7 (c) the name, ADDRESS, and telephone number of the individual who conducted the
8 surveillance; and
9 (d) the name, ADDRESS, and telephone number of each PERSON who has the original
10 or a copy of any surveillance photograph, film, or videotape.

11
12 **RESPONSE TO FORM INTERROGATORY NO. 13.1:**

13 Plaintiff objects to this request on the grounds that it seeks information not relevant to the
14 subject matter of this action and not reasonably calculated to lead to the discovery of admissible
15 evidence.

16 Plaintiff further objects on the grounds that this interrogatory is vague and ambiguous as
17 to the term "INCIDENT." Plaintiff also objects to this interrogatory on the grounds that it is
18 overbroad as to time and/or scope. Plaintiff further objects that this interrogatory is unduly
19 burdensome. Plaintiff further objects that this request is not reasonably particularized.

20 Plaintiff further objects on the grounds that this Interrogatory is duplicative of the 27
21 Special Interrogatories and 14 Request for Admissions propounded concurrently with this set of
22 Form Interrogatories. See Plaintiff's responses to Special Interrogatories, including without
23 limitation responses to Interrogatories and responses to Form Interrogatories, No. 17.1.

24 Not applicable.
25
26
27
28

1 **FORM INTERROGATORY NO. 13.2:**

2 Has a written report been prepared on the surveillance? If so, for each written report
3 state:

4 (a) the title;

5 (b) the date;

6 (c) the name, ADDRESS, and telephone number of the individual who prepared the
7 report; and

8 (d) the name, ADDRESS, and telephone number of each PERSON who has the original
9 or a copy.

10
11 **RESPONSE TO FORM INTERROGATORY NO. 13.2:**

12 Plaintiff objects to this request on the grounds that it seeks information not relevant to the
13 subject matter of this action and not reasonably calculated to lead to the discovery of admissible
14 evidence.

15 Plaintiff further objects on the grounds that this interrogatory is vague and ambiguous as
16 to the term "INCIDENT." Plaintiff also objects to this interrogatory on the grounds that it is
17 overbroad as to time and/or scope. Plaintiff further objects that this interrogatory is unduly
18 burdensome. Plaintiff further objects that this request is not reasonably particularized.

19 Plaintiff further objects on the grounds that this Interrogatory is duplicative of the 27
20 Special Interrogatories and 14 Request for Admissions propounded concurrently with this set of
21 Form Interrogatories. See Plaintiff's responses to Special Interrogatories, including without
22 limitation responses to Interrogatories and responses to Form Interrogatories, No. 17.1.

23 Not applicable.

24
25 **FORM INTERROGATORY NO. 17.1:**

26 Is your response to each request for admission served with these interrogatories an
27 unqualified admission? If not, for each response that is not an unqualified admission;

28 (a) state the number of the request;

- 1 (b) state all facts upon which you base your response;
- 2 (c) state the names, ADDRESSES, and telephone numbers of all PERSONS who have
- 3 knowledge of those facts; and
- 4 (d) identify all DOCUMENTS and other tangible things that support your response and
- 5 state the name, ADDRESS, and telephone number of the PERSON who has each
- 6 DOCUMENT or thing.

7

8 **RESPONSE TO FORM INTERROGATORY NO. 17.1:**

9 (a) 1;

10 (b) Plaintiff is now, and at all relevant times hereinafter stated was, a California

11 railroad corporation organized and existing under the laws of the State of California and a

12 common carrier public utility regulated by the California Public Utilities Commission and is

13 authorized by law to exercise the power of eminent domain to acquire private property for public

14 use pursuant to California Constitution, Article I, § 19; California Public Utilities Code §§ 211,

15 216, 229, 230, 610, 611 and 7526(g); and California Code of Civil Procedure §§ 1240.010, et

16 seq.

17 (c) Robert Pinoli is Plaintiff's person most knowledgeable who can be reached through

18 Plaintiff's counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429

19 Ocean View Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may

20 have similar knowledge. Discovery is continuing.

21 (d) This request is duplicative of Defendant's Notice of Deposition of Plaintiff's Person

22 Most Knowledgeable and Request for Production of Documents, at Mr. Pinoli's Deposition on

23 April 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for

24 Production including various corporate records and various CPUC documents. These documents

25 are identified as MENDORLWAY0001 – 0251. Additional corporate and CPUC documents will

26 be produced concurrently herewith.

27

28

1 (a) 2;

2 (b) Plaintiff MENDOCINO RAILWAY is now, and at all relevant times hereinafter
3 stated was, a California railroad corporation organized and existing under the laws of the State of
4 California and a common carrier public utility regulated by the California Public Utilities
5 Commission and is authorized by law to exercise the power of eminent domain to acquire private
6 property for public use pursuant to California Constitution, Article I, § 19; California Public
7 Utilities Code §§ 211, 216, 229, 230, 610, 611 and 7526(g); and California Code of Civil
8 Procedure §§ 1240.010, et seq. Discovery is continuing.

9 (c) Robert Pinoli is Plaintiff's person most knowledgeable who can be reached through
10 Plaintiff's counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429
11 Ocean View Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may
12 have similar knowledge. Discovery is continuing.

13 (d) This request is duplicative of Defendant's Notice of Deposition of Plaintiff's Person
14 Most Knowledgeable and Request for Production of Documents, at Mr. Pinoli's Deposition on
15 April 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
16 Production including various corporate records and various CPUC documents. These documents
17 are identified as MENDORLWAY0001 – 0251. Additional corporate and CPUC documents will
18 be produced concurrently herewith.

19
20 (a) 3;

21 (b) Plaintiff is a common carrier public utility providing freight and passenger rail
22 services and operations. The Project ("Project") for which Plaintiff seeks to acquire the Property
23 consists of construction and maintenance of rail facilities related to Plaintiff's ongoing and future
24 freight and passenger rail operations and all uses necessary and convenient thereto. Plaintiff
25 requires these additional and expanded facilities to accommodate its ongoing and future rail
26 operations including, without limitation: maintenance and repair facilities for maintenance of
27 way activities and locomotives, railcars and other equipment; transload facilities and laydown
28

1 yard; depot and offices; and, associated improvements and facilities. Additional Project benefits
2 include minimizing and reducing the number of grade crossings and other safety improvements.

3 (c) Robert Pinoli is Plaintiff's person most knowledgeable who can be reached through
4 Plaintiff's counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429
5 Ocean View Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may
6 have similar knowledge. Discovery is continuing.

7 (d) This request is duplicative of Defendant's Notice of Deposition of Plaintiff's Person
8 Most Knowledgeable and Request for Production of Documents, at Mr. Pinoli's Deposition on
9 April 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
10 Production including various corporate records and various CPUC documents. These documents
11 are identified as MENDORLWAY0001 – 0251. Additional corporate and CPUC documents will
12 be produced concurrently herewith.

13
14 (a) 4;

15 (b) Plaintiff conducted a thorough and diligent search for a location that was the most
16 compatible with the needs and requirements of Mendocino Railway, that would also provide the
17 greatest public good and the least private injury. Plaintiff searched for a suitable location along
18 its mainline in or near Willits where it could consolidate its operations at the Willits end of the
19 line on to one parcel for construction and maintenance of rail facilities related to Plaintiff's
20 ongoing and future freight and passenger rail operations and all uses necessary and convenient
21 thereto. The Project includes without limitation the construction and expansion of rail facilities
22 to accommodate Plaintiff's ongoing and future rail operations including, without limitation:
23 maintenance and repair facilities for maintenance of way activities and locomotives, railcars and
24 other equipment; transload facilities and laydown yard; depot and offices; and, associated
25 improvements and facilities. Additionally, the Project will minimize and reduce the number of
26 grade crossings and provide other safety improvements. Plaintiff's goal was to find a site that
27 would ensure efficient and safe overall operations, allowing Plaintiff to provide timely customer
28 service serving all of its customers' passenger and freight rail needs. Plaintiff determined key

1 site requirements included, without limitation: approximately 20 acres of land with direct or
2 immediate access to nearby highways and adjacent to Plaintiff's main line corridor.

3 Plaintiff's search for suitable sites included without limitation, driving along the mainline
4 in the vicinity of Willits, viewing of properties along the mainline from the rails, review of aerial
5 maps of the areas along the mainline in the vicinity of Willits, identifying and discussing the
6 potential suitability of various locations. Plaintiff also considered and evaluated potential
7 impacts associated with Plaintiff's possible acquisition of potential sites, including without
8 limitation, consideration of residential displacement, displacement of permanent property
9 improvements, etc. The following properties were among the locations evaluated and considered
10 as potential sites: 2500 W Highway 20, Willits, CA 95490; Camp Willits, 2000 W Highway 20,
11 Willits, CA; 1600 W Highway 20, Willits, CA 95490; The KOA Property; the former Cutter
12 Lumber Facility; the former Remco Hydraulics facility; a warehouse building south of the
13 Willits yard; and a property owned by Peter Koch (across the street from the Willits yard).

14 After this investigation and search, including efforts to acquire the former Remco
15 Hydraulics facility, Plaintiff ultimately determined the SUBJECT PROPERTY (for purposes of
16 these responses to interrogatories, "SUBJECT PROPERTY" means the approximately 20 acre
17 property that is the subject of this eminent domain action, identified as Assessor Parcel No. 038-
18 180-53) was the only site that met all key requirements and would accommodate Plaintiff's
19 needs. Moreover, Defendant indicated his willingness to sell the SUBJECT PROPERTY to
20 Plaintiff. Discovery is continuing.

21 (c) Robert Pinoli is Plaintiff's person most knowledgeable who can be reached through
22 Plaintiff's counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429
23 Ocean View Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may
24 have similar knowledge. Discovery is continuing.

25 (d) This request is duplicative of Defendant's Notice of Deposition of Plaintiff's Person
26 Most Knowledgeable and Request for Production of Documents, at Mr. Pinoli's Deposition on
27 April 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
28 Production including various corporate records and various CPUC documents. These documents

1 are identified as MENDORLWAY0001 – 0251. Additional corporate documents will be
2 produced concurrently herewith.

3
4 (a) 5;

5 (b) The Project (“Project”) for which Plaintiff seeks to acquire the Property consists of
6 construction and maintenance of rail facilities related to Plaintiff’s ongoing and future freight
7 and passenger rail operations and all uses necessary and convenient thereto. Plaintiff requires
8 these additional and expanded facilities to accommodate its ongoing and future rail operations
9 including, without limitation: maintenance and repair facilities for maintenance of way activities
10 and locomotives, railcars and other equipment; transload facilities and laydown yard; depot and
11 offices; and, associated improvements and facilities. At one point, Plaintiff considered
12 acquisition of the nearby KOA campground property, however, Plaintiff ultimately determined
13 that site was not suitable for the Project.

14 (c) Robert Pinoli is Plaintiff’s person most knowledgeable who can be reached through
15 Plaintiff’s counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429
16 Ocean View Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may
17 have similar knowledge. Discovery is continuing.

18 (d) This request is duplicative of Defendant’s Notice of Deposition of Plaintiff’s Person
19 Most Knowledgeable and Request for Production of Documents, at Mr. Pinoli’s Deposition on
20 April 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
21 Production including various corporate records. These documents are identified as
22 MENDORLWAY0001 – 0251. Additional corporate documents will be produced concurrently
23 herewith.

24
25 (a) 9;

26 (b) Plaintiff is now, and at all relevant times hereinafter stated was, a California
27 railroad corporation organized and existing under the laws of the State of California and a
28 common carrier public utility regulated by the California Public Utilities Commission and is

1 authorized by law to exercise the power of eminent domain to acquire private property for public
2 use pursuant to California Constitution, Article I, § 19; California Public Utilities Code §§ 211,
3 216, 229, 230, 610, 611 and 7526(g); and California Code of Civil Procedure §§ 1240.010, et
4 seq.

5 Plaintiff is a common carrier public utility providing freight and passenger rail services
6 and operations. The Project (“Project”) for which Plaintiff seeks to acquire the Property consists
7 of construction and maintenance of rail facilities related to Plaintiff’s ongoing and future freight
8 and passenger rail operations and all uses necessary and convenient thereto. Plaintiff requires
9 these additional and expanded facilities to accommodate its ongoing and future rail operations
10 including, without limitation: maintenance and repair facilities for maintenance of way activities
11 and locomotives, railcars and other equipment; transload facilities and laydown yard; depot and
12 offices; and, associated improvements and facilities. Additional Project benefits include
13 minimizing and reducing the number of grade crossings and other safety improvements.

14 Discovery is continuing.

15 (c) Robert Pinoli is Plaintiff’s person most knowledgeable who can be reached through
16 Plaintiff’s counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429
17 Ocean View Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may
18 have similar knowledge. Discovery is continuing.

19 (d) This request is duplicative of Defendant’s Notice of Deposition of Plaintiff’s Person
20 Most Knowledgeable and Request for Production of Documents, at Mr. Pinoli’s Deposition on
21 April 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
22 Production including various corporate records. These documents are identified as
23 MENDORLWAY0001 – 0251. Additional corporate documents will be produced concurrently
24 herewith.

25
26 (a) 10;

27 (b) Plaintiff MENDOCINO RAILWAY is now, and at all relevant times hereinafter
28

1 stated was, a California railroad corporation organized and existing under the laws of the State of
2 California and a common carrier public utility regulated by the California Public Utilities
3 Commission and is authorized by law to exercise the power of eminent domain to acquire private
4 property for public use pursuant to California Constitution, Article I, § 19; California Public
5 Utilities Code §§ 211, 216, 229, 230, 610, 611 and 7526(g); and California Code of Civil
6 Procedure §§ 1240.010, et seq.

7 Plaintiff is a common carrier public utility providing freight and passenger rail services
8 and operations. The Project (“Project”) for which Plaintiff seeks to acquire the Property consists
9 of construction and maintenance of rail facilities related to Plaintiff’s ongoing and future freight
10 and passenger rail operations and all uses necessary and convenient thereto. Plaintiff requires
11 these additional and expanded facilities to accommodate its ongoing and future rail operations
12 including, without limitation: maintenance and repair facilities for maintenance of way activities
13 and locomotives, railcars and other equipment; transload facilities and laydown yard; depot and
14 offices; and, associated improvements and facilities. Additional Project benefits include
15 minimizing and reducing the number of grade crossings and other safety improvements.
16 Discovery is continuing.

17 (c) Robert Pinoli is Plaintiff’s person most knowledgeable who can be reached through
18 Plaintiff’s counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429
19 Ocean View Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may
20 have similar knowledge. Discovery is continuing.

21 (d) This request is duplicative of Defendant’s Notice of Deposition of Plaintiff’s Person
22 Most Knowledgeable and Request for Production of Documents, at Mr. Pinoli’s Deposition on
23 April 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
24 Production including various corporate records. These documents are identified as
25 MENDORLWAY0001 – 0251. Additional corporate documents will be produced concurrently
26 herewith.

27
28 (a) 11;

1 (b) Plaintiff conducted a thorough and diligent search for a location that was the most
2 compatible with the needs and requirements of Mendocino Railway, that would also provide the
3 greatest public good and the least private injury. Plaintiff searched for a suitable location along
4 its mainline in or near Willits where it could consolidate its operations at the Willits end of the
5 line on to one parcel for construction and maintenance of rail facilities related to Plaintiff's
6 ongoing and future freight and passenger rail operations and all uses necessary and convenient
7 thereto. The Project includes without limitation the construction and expansion of rail facilities
8 to accommodate Plaintiff's ongoing and future rail operations including, without limitation:
9 maintenance and repair facilities for maintenance of way activities and locomotives, railcars and
10 other equipment; transload facilities and laydown yard; depot and offices; and, associated
11 improvements and facilities. Additionally, the Project will minimize and reduce the number of
12 grade crossings and provide other safety improvements. Plaintiff's goal was to find a site that
13 would ensure efficient and safe overall operations, allowing Plaintiff to provide timely customer
14 service serving all of its customers' passenger and freight rail needs. Plaintiff determined key
15 site requirements included, without limitation: approximately 20 acres of land with direct or
16 immediate access to nearby highways and adjacent to Plaintiff's main line corridor.

17 Plaintiff's search for suitable sites included without limitation, driving along the mainline
18 in the vicinity of Willits, viewing of properties along the mainline from the rails, review of aerial
19 maps of the areas along the mainline in the vicinity of Willits, identifying and discussing the
20 potential suitability of various locations. Plaintiff also considered and evaluated potential
21 impacts associated with Plaintiff's possible acquisition of potential sites, including without
22 limitation, consideration of residential displacement, displacement of permanent property
23 improvements, etc. The following properties were among the locations evaluated and considered
24 as potential sites: 2500 W Highway 20, Willits, CA 95490; Camp Willits, 2000 W Highway 20,
25 Willits, CA; 1600 W Highway 20, Willits, CA 95490; The KOA Property; the former Cutter
26 Lumber Facility; the former Remco Hydraulics facility; a warehouse building south of the
27 Willits yard; and a property owned by Peter Koch (across the street from the Willits yard).

1 After this investigation and search, including efforts to acquire the former Remco
2 Hydraulics facility, Plaintiff ultimately determined the SUBJECT PROPERTY (for purposes of
3 these responses to interrogatories, "SUBJECT PROPERTY" means the approximately 20 acre
4 property that is the subject of this eminent domain action, identified as Assessor Parcel No. 038-
5 180-53) was the only site that met all key requirements and would accommodate Plaintiff's
6 needs. Moreover, Defendant indicated his willingness to sell the SUBJECT PROPERTY to
7 Plaintiff. Discovery is continuing.

8 (c) Robert Pinoli is Plaintiff's person most knowledgeable who can be reached through
9 Plaintiff's counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429
10 Ocean View Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may
11 have similar knowledge. Discovery is continuing.

12 (d) This request is duplicative of Defendant's Notice of Deposition of Plaintiff's Person
13 Most Knowledgeable and Request for Production of Documents, at Mr. Pinoli's Deposition on
14 April 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
15 Production including various corporate records. These documents are identified as
16 MENDORLWAY0001 – 0251. Additional corporate documents will be produced concurrently
17 herewith.

18 (a) 12;

19 (b) Plaintiff conducted a thorough and diligent search for a location that was the most
20 compatible with the needs and requirements of Mendocino Railway, that would also provide the
21 greatest public good and the least private injury. Plaintiff searched for a suitable location along
22 its mainline in or near Willits where it could consolidate its operations at the Willits end of the
23 line on to one parcel for construction and maintenance of rail facilities related to Plaintiff's
24 ongoing and future freight and passenger rail operations and all uses necessary and convenient
25 thereto. The Project includes without limitation the construction and expansion of rail facilities
26 to accommodate Plaintiff's ongoing and future rail operations including, without limitation:
27 maintenance and repair facilities for maintenance of way activities and locomotives, railcars and
28 other equipment; transload facilities and laydown yard; depot and offices; and, associated

1 improvements and facilities. Additionally, the Project will minimize and reduce the number of
2 grade crossings and provide other safety improvements. Plaintiff's goal was to find a site that
3 would ensure efficient and safe overall operations, allowing Plaintiff to provide timely customer
4 service serving all of its customers' passenger and freight rail needs. Plaintiff determined key
5 site requirements included, without limitation: approximately 20 acres of land with direct or
6 immediate access to nearby highways and adjacent to Plaintiff's main line corridor.

7 Plaintiff's search for suitable sites included without limitation, driving along the mainline
8 in the vicinity of Willits, viewing of properties along the mainline from the rails, review of aerial
9 maps of the areas along the mainline in the vicinity of Willits, identifying and discussing the
10 potential suitability of various locations. Plaintiff also considered and evaluated potential
11 impacts associated with Plaintiff's possible acquisition of potential sites, including without
12 limitation, consideration of residential displacement, displacement of permanent property
13 improvements, etc. The following properties were among the locations evaluated and considered
14 as potential sites: 2500 W Highway 20, Willits, CA 95490; Camp Willits, 2000 W Highway 20,
15 Willits, CA; 1600 W Highway 20, Willits, CA 95490; The KOA Property; the former Cutter
16 Lumber Facility; the former Remco Hydraulics facility; a warehouse building south of the
17 Willits yard; and a property owned by Peter Koch (across the street from the Willits yard).

18 After this investigation and search, including efforts to acquire the former Remco
19 Hydraulics facility, Plaintiff ultimately determined the SUBJECT PROPERTY (for purposes of
20 these responses to interrogatories, "SUBJECT PROPERTY" means the approximately 20 acre
21 property that is the subject of this eminent domain action, identified as Assessor Parcel No. 038-
22 180-53) was the only site that met all key requirements and would accommodate Plaintiff's
23 needs. Moreover, Defendant indicated his willingness to sell the SUBJECT PROPERTY to
24 Plaintiff. Discovery is continuing.

25 (c) Robert Pinoli is Plaintiff's person most knowledgeable who can be reached through
26 Plaintiff's counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429
27 Ocean View Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may
28 have similar knowledge. Discovery is continuing.

1 (d) This request is duplicative of Defendant’s Notice of Deposition of Plaintiff’s Person
2 Most Knowledgeable and Request for Production of Documents, at Mr. Pinoli’s Deposition on
3 April 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
4 Production including various corporate records. These documents are identified as
5 MENDORLWAY0001 – 0251. Additional corporate documents will be produced concurrently
6 herewith.

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8 (a) 13

9 (b) Defendant is entitled to compensation pursuant to the eminent domain law.
10 Plaintiff does not believe the referenced contract is independently compensable under the
11 eminent domain law. Plaintiff’s real estate appraiser was aware of the contract and gave it due
12 consideration in preparation of his real estate appraisal. The contract may be a factor considered
13 in relation to another element of compensation under the eminent domain law, however, a
14 contract is not an interest in real property. The nature and scope of the contract and terms
15 thereof are uncertain and speculative.

16 (c) This is the subject of expert witness opinion for which Plaintiff has designated
17 expert witnesses; rebuttal expert witnesses may be designated by Plaintiff; John Meyer; Dana
18 Burwell. Discovery is continuing.

19 (d) Documents produced by Defendant, which are equally available to Defendant’
20 documents produced by the parties’ designated expert witnesses, which have been produced and
21 are equally available to Defendant;

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23 (a) 14;

24 (b) The Project (“Project”) for which Plaintiff seeks to acquire the Property consists
25 of construction and maintenance of rail facilities related to Plaintiff’s ongoing and future freight
26 and passenger rail operations and all uses necessary and convenient thereto. Plaintiff requires
27 these additional and expanded facilities to accommodate its ongoing and future rail operations
28 including, without limitation: maintenance and repair facilities for maintenance of way activities

1 and locomotives, railcars and other equipment; transload facilities and laydown yard; depot and
2 offices; and, associated improvements and facilities. Plaintiff determined the property was the
3 only site that met all key requirements and would accommodate its ongoing and future rail
4 operations including, without limitation: maintenance and repair facilities for maintenance of
5 way activities and locomotives, railcars and other equipment; transload facilities and laydown
6 yard; depot and offices; and, associated improvements and facilities. Additionally, the Project
7 on the property will minimize and reduce the number of grade crossings and other safety
8 improvements. The property is of a sufficient size to ensure efficient and safe overall
9 operations, allowing Plaintiff to provide timely customer service serving all of its customers'
10 passenger and freight rail needs. Among other reasons, various site constraints, including but
11 not limited to the presence of sensitive habitat areas, the entire property is required to
12 accommodate Plaintiff's Project.

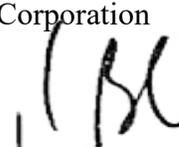
13 Discovery is continuing.

14 (c) Robert Pinoli is Plaintiff's person most knowledgeable who can be reached through
15 Plaintiff's counsel of record Glenn L. Block, California Eminent Domain Law Group, 3429
16 Ocean View Blvd., Ste. L, Glendale, CA 91208. Other officers and employees of Plaintiff may
17 have similar knowledge. Discovery is continuing.

18 (d) This request is duplicative of Defendant's Notice of Deposition of Plaintiff's Person
19 Most Knowledgeable and Request for Production of Documents, at Mr. Pinoli's Deposition on
20 April 26, 2022. Plaintiff produced documents in response to said Deposition Notice/Request for
21 Production including various corporate records. These documents are identified as
22 MENDORLWAY0001 – 0251. Additional corporate documents will be produced concurrently
23 herewith.

24 Dated: June 10, 2022

CALIFORNIA EMINENT DOMAIN LAW GROUP,
a Professional Corporation

25
26
27 By  _____
Glenn L. Block
Christopher G. Washington
28 Attorneys for Plaintiff MENDOCINO RAILWAY

VERIFICATION

1
2 I, Robert Pinoli of Mendocino Railway, have read **PLAINTIFF MENDOCINO**
3 **RAILWAY'S RESPONSE TO DEFENDANT JOHN MEYER'S FORM**
4 **INTERROGATORIES, Set 1** and know its contents. I am informed and believe and, on that
5 ground, allege that the matters stated in it are true.
6

7 I declare under penalty of perjury under the laws of the State of California and the United
8 States of America that the foregoing is true and correct.
9

10 Executed on June 10, 2022, at Fort Bragg, California.

11
12 

13 _____
14 By: Robert Pinoli
15 Mendocino Railway
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PROOF OF SERVICE

Mendocino Railway v. John Meyer, et al.
Mendocino Superior Court Case No.: SCUK-CVED-20-74939

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 3429 Ocean View Boulevard, Suite L, Glendale, CA 91208. On June 10, 2022, I served the within document(s):

PLAINTIFF MENDOCINO RAILWAY’S RESPONSE TO DEFENDANT JOHN MEYER’S FORM INTERROGATORIES, Set 1

- ELECTRONIC MAIL:** By transmitting via e-mail the document listed above to the e-mail address set forth below.
- BY MAIL:** By placing a true copy of the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Glendale, California addressed as set forth in the attached service list
- OVERNIGHT DELIVERY:** By overnight delivery, I placed such document(s) listed above in a sealed envelope, for deposit in the designated box or other facility regularly maintained by United Parcel Service for overnight delivery and caused such envelope to be delivered to the office of the addressee via overnight delivery pursuant to C.C.P. §1013(c), with delivery fees fully prepaid or provided for.
- PERSONAL SERVICE:** By personally delivering the document(s) listed above to the person(s) listed below at the address indicated.

I am readily familiar with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 10, 2022, in Glendale, California.


Debi Carbon

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SERVICE LIST

Mendocino Railway v. John Meyer, et al.
Mendocino Superior Court Case No.: SCUK-CVED-20-74939

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Attorneys for Defendant Mendocino
County Treasurer-Tax Collector

Maryellen Sheppard
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sheppard@mcn.org

In Pro Per

PROOF OF SERVICE

Mendocino Railway v. John Meyer, et al.
Mendocino Superior Court Case No.: SCUK-CVED-20-74939

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is 3429 Ocean View Boulevard, Suite L, Glendale, CA 91208. On September 21, 2022, I served the within document(s):

PLAINTIFF MENDOCINO RAILWAY’S OPPOSITION TO DEFENDANT’S MOTION TO REOPEN CASE; DECLARATION OF GLENN L. BLOCK IN SUPPORT THEREOF

- ELECTRONIC MAIL:** By transmitting via e-mail the document listed above to the e-mail address set forth below.
- BY MAIL:** By placing a true copy of the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Glendale, California addressed as set forth in the attached service list
- OVERNIGHT DELIVERY:** By overnight delivery, I placed such document(s) listed above in a sealed envelope, for deposit in the designated box or other facility regularly maintained by United Parcel Service for overnight delivery and caused such envelope to be delivered to the office of the addressee via overnight delivery pursuant to C.C.P. §1013(c), with delivery fees fully prepaid or provided for.
- PERSONAL SERVICE:** By personally delivering the document(s) listed above to the person(s) listed below at the address indicated.

I am readily familiar with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 21, 2022, in Glendale, California.


Debi Carbon

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SERVICE LIST

Mendocino Railway v. John Meyer, et al.
Mendocino Superior Court Case No.: SCUK-CVED-20-74939

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