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FILED
LOS ANGELES SUPERIOR COURT

SEP 10 2012

JOHN A. VERRINE, CLERK

Leon
BY E. LEON, DEPUTY

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 IN AND FOR THE COUNTY OF LOS ANGELES

10 EAST DISTRICT

11 CALMAT CO. dba VULCAN MATERIAL)
COMPANY, WESTERN DIVISION, a)
12 Delaware corporation,)

13 Plaintiff,)

14 vs.)

15 SAN GABRIEL VALLEY GUN CLUB, a)
non-profit California corporation; and DOES)
16 1-1000, inclusive,)

17 Defendants.)

CASE NO: KC062582

**NOTICE OF MOTION AND MOTION OF
DEFENDANT SAN GABRIEL VALLEY
GUN CLUB TO COMPEL FURTHER
RESPONSES TO REQUEST FOR
ADMISSIONS (SET ONE) FROM
PLAINTIFF CALMAT CO. dba VULCAN
MATERIALS COMPANY, WESTERN
DIVISION; MEMORANDUM OF
POINTS AND AUTHORITIES;
DECLARATION OF SCOTT M.
FRANKLIN**

**[Filed concurrently with Separate
Statement of Items in Dispute; and
[Proposed] Order]**

*Hon. R. Bruce Minto, presiding
(Matter Reassigned from Hon. Dan T. Oki)*

Date: October 2, 2012

Time: 8:30 a.m.

Dept.: H

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1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that on October 2, 2012, at 8:30 a.m. or as soon thereafter as the
3 matter may be heard, in Department H of the Los Angeles Superior Court, 400 Civic Center Plaza,
4 California, Defendant San Gabriel Valley Gun Club (the "Club") will and hereby does move this
5 Court for an order compelling Plaintiff CalMat Co. dba Vulcan Materials Company, Western
6 Division ("Vulcan") further produce responses to the Club's Request for Admissions (Set One).

7 This motion is brought pursuant to Code of Civil Procedure sections 2033.220 and
8 2030.290, and is brought on the grounds that Vulcan has provided evasive, incomplete, and non-
9 responsive statements in response to certain requests for admission propounded by the Club. A
10 declaration in conformance with Code of Civil Procedure section 2016.040 is provided herewith.

11 This motion is based upon this notice, the attached memorandum of points and authorities,
12 the supporting declaration of Scott M. Franklin, the separate statement of items in dispute
13 concurrently served and filed with this motion, upon all papers and pleadings currently on file
14 with the Court, and upon such oral and documentary evidence as may be presented to the Court at
15 the time of the hearing.

16 Dated: September 10, 2012

MICHEL & ASSOCIATES, P.C.

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18 
19 _____
20 Scott M. Franklin, attorney for San Gabriel
21 Valley Gun Club
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 From approximately 1947 to 2006, the Club operated a shooting range and related
4 facilities on property leased from Vulcan or one of Vulcan’s predecessors in interest. On
5 September 4, 2008, Vulcan sued the Club in federal court. Vulcan’s federal case included claims
6 for relief alleging that Vulcan had been injured as a result of the ongoing presence of spent
7 ammunition at the previously-leased real property. Vulcan’s federal complaint comprised causes
8 of action under the Comprehensive Environmental Responsibility, Compensation, and Liability
9 Act (“CERCLA”) and under state law.

10 On October 22, 2011, in ruling on a motion for summary judgment brought by the Club,
11 the federal court ordered that Vulcan’s case be dismissed. The basis for that ruling was that: 1)
12 Vulcan’s CERCLA claims were not ripe for adjudication, and 2) the federal court was declining to
13 exercise supplemental jurisdiction over the remaining claims, which were all state law claims.

14 Vulcan filed the instant action on November 22, 2011. The instant action seeks damages
15 under contract and tort theories regarding the current condition of the property previously leased
16 by the Club.

17 **II. STATEMENT OF FACTS**

18 The Club served Requests for Admissions, Set One (“RFA Set One”), on April 18, 2012.
19 (Declaration of Scott M. Franklin, [the “Franklin Decl.”] at ¶ 3). Pursuant to a courtesy extension
20 granted by the Club, Vulcan provided responses to RFA Set One on June 13, 2012. (*Id.* at ¶ 4).
21 The Club quickly evaluated the responses and determined them to be unacceptable, and
22 accordingly, the Club sent a letter on June 22, 2012, explaining in detail how many of the
23 responses provided were insufficient. (*Id.* at ¶ 5). The parties had a telephonic meeting to discuss
24 Vulcan’s insufficient responses to RFA Set One, among other insufficient discovery responses, on
25 July 23, 2012. (*Id.* at ¶ 6). Vulcan indicated it would provide further responses as to all disputed
26 discovery requests during that telephonic conference. (*Id.*)

27 The Club sent an email on July 24, 2012, that proposed Vulcan would provide further
28 responses to the disputed RFA Set One response, and all of the other disputed responses then

1 outstanding, on August 22, 2012. (*Id.* at ¶ 7). That email also stated that a motion to compel was
2 being set for October 2, 2012, with regard to RFA Set One and several other sets of discovery to
3 which Vulcan had provided insufficient responses. (Franklin Decl. at ¶ 7). Vulcan agreed to
4 provide the demanded further responses by email on July 24, 2012, and agreed to the relevant
5 motion to compel hearing being set for October 2, 2012. (*Id.* at ¶ 8).

6 Vulcan’s counsel requested a one-week extension to the August 22, 2012, production
7 deadline on August 16, 2012, based on a “medical issue.” (*Id.* at ¶ 9). The Club granted the
8 request to move the production date to August 29, 2012, by email on August 17, 2012, stating the
9 request was “being granted on the express condition that good faith and non-evasive further
10 responses will be provided.” (*Id.*).

11 The supplemental (i.e., further) responses provided on August 29, 2012, were both evasive
12 and evidenced something well less than a good faith effort, resulting in the Club sending a letter
13 on September 7, 2012, directed at resolving the multiple insufficient responses that still remained.
14 (*Id.* at ¶ 10). Though that letter and the prior discussion between counsel for the parties shows that
15 a reasonable and good faith attempt at an informal resolution has been attempted, the letter of
16 September 7 included a request that the parties hold a telephonic meeting as soon as possible to
17 make one last attempt at resolving this matter prior to the hearing set for October 2, 2012. (*Id.*).

18 III. ARGUMENT

19 A. Relevant Law

20 “On receipt of a response to requests for admissions, the party requesting admissions may
21 move for an order compelling a further response if that party deems that [a]n answer to a
22 particular request is evasive or incomplete.” Civ. Proc. Code § 2033.290(a)(1). Evasive and
23 incomplete interrogatory responses violate the responding party’s duty to provide responses that
24 are “as complete and straightforward as the information reasonably available to the responding
25 party permits.” *Id.* § 2033.220(a).

26 In response to a request for admission,

27 Each answer shall: (1) Admit so much of the matter involved in the request as is
28 true, either as expressed in the request itself or as reasonably and clearly qualified
by the responding party[;] (2) Deny so much of the matter involved in the request
as is untrue[; and] (3) Specify so much of the matter involved in the request as to

1 the truth of which the responding party lacks sufficient information
2 or knowledge.

3 Civ. Proc. Code § 2033.220(b). If a responding party lacks the information needed to admit some
4 or all of a request, the response to the particular request shall state “that a reasonable inquiry
5 concerning the matter in the particular request has been made, and that the information known or
6 readily obtainable is insufficient to enable that party to admit the matter.” *Id.* § 2033.220(c).

7 Finally, a motion seeking further responses to requests for admissions must be served within 45
8 days after service of the response at issue. *Id.* § 2030.290(c). Inasmuch as this Motion is being
9 served twelve days after service of the disputed responses, it is timely.

10 **B. Vulcan’s Responses to Requests for Admissions Nos. 6-15, 25, 26, 28, 32-37, 40, 48,**
11 **49, 76, 85, 87, and 92 Are Impermissibly Evasive or Clearly Incomplete**

12 **1. Requests for Admissions Nos. 6-15**

13 Requests for Admissions Nos. 6-15 all inquire about communications Vulcan did (or did
14 not) have with the Club related to the presence and potential environmental impact of SPENT
15 AMMUNITION¹ and lead (from bullets) at the property previously leased by the Club. For
16 example, Request for Admission No. 6 asks: “Admit that before January 1, 2004, VULCAN never
17 told THE CLUB that the presence of SPENT AMMUNITION [definition] at the PROPERTY
18 could cause damage to the PROPERTY.” Plaintiff’s most recent response to this request is
19 basically the same as all of its other responses to the other in this group (i.e., responses to
20 Requests for Admission 6-15), i.e.,

21 Subject to and without waiving the foregoing responses, Vulcan further responds as
22 follows: Vulcan admits that, aside from the language specifically included in the
23 Lease Agreements, it has not uncovered any evidence of a specific conversation
with the Club prior to January 1, 2004 that the presence of SPENT
AMMUNITION at the PROPERTY could cause damage to the PROPERTY.

24 Vulcan cannot set aside some information in responding to this request (“aside from the
25 language specifically included in the Lease Agreements”), nor can it unnecessarily qualify the

26
27 ¹ SPENT AMMUNITION is defined in the relevant discovery as follows: “any
28 constituent of a firearm cartridge expelled from a firearm during the normal operation of a
firearm, including, but not limited to, shot, bullets, bullet fragments, particulate matter, empty
bullet casings, and wadding[.]”

1 response to a simple question (“[Vulcan] has not uncovered any evidence of a specific
2 conversation . . .”) under the relevant code section. *See* Civ. Proc. Code § 2033.220(a) (“Each
3 answer in a response to requests for admission shall be as complete and straightforward as the
4 information reasonably available to the responding party permits.”). Because this request can be
5 responded to without the verbal contortions used in Vulcan’s further response, a second further
6 response is required. *Id.* And because Vulcan’s further responses to Requests for Admissions 7-
7 15 suffer from the same defect as that which is present in the above-discussed response, second
8 further responses to Requests for Admissions Nos. 7-15 should be ordered as well. *Id.*

9 **2. Requests for Admissions Nos. 25, 28, and 32-37**

10 Put simply, all of the Requests for Admissions in this group are based on the deposition
11 and declaration testimony of Preston Cowan, a former employee of Vulcan. The purpose of these
12 requests, like all request for admissions, was to set “at rest a triable issue[s] so that [they] will not
13 have to be tried.” *Cembrook v. Super. Ct.*, 56 Cal. 2d 423, 429 (1961). The Club believes that
14 Preston Cowan’s testimony is truthful and accurate, and the purpose of these particular requests
15 was to confirm that Vulcan agreed. Vulcan’s responses to these requests, however, were evasive
16 and followed a general template admitting that Preston Cowan *made* a particular statement,
17 without addressing the actual request topic at hand. For example

18 **REQUEST FOR ADMISSION NO. 25:**

19 Admit that after VULCAN had begun the WASTE PILE [definition], Rick Phillips
20 made a comment to Preston Cowan expressing the idea that placing WASTE
21 MATERIAL on the PROPERTY could result in future problems regarding the lead
22 bullets or fragments thereof being buried.

23 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 25:**

24 Subject to and without waiving the foregoing responses, Vulcan further responds as
25 follows: *Vulcan admits that Preston Cowan testified* in his deposition in the
26 Federal Litigation that after Vulcan had begun the WASTE PILE, Rick Phillips
27 made a comment to Preston Cowan expressing the idea that placing WASTER
28 MATERIAL on the PROPERTY could result in future problems regarding the
burial of lead.

(Emphasis added).

The requests in this group *do not* ask for Vulcan to admit that Preston Cowan made a
certain statement at deposition or in a declaration, but those are the questions Vulcan chose to

1 answer. Vulcan has not responded to the substance of Request for Admissions Nos. 25, 28, and
2 32-37. Thus, Vulcan's responses to those requests are evasive and improper, and further
3 responses should thus be ordered. Civ. Proc. Code §§ 2033.210(b) ("[e]ach response shall answer
4 the substance of the requested admission"), 2033.220(a) ("Each answer in a response to requests
5 for admission shall be as complete and straightforward as the information reasonably available to
6 the responding party permits.").

7 **3. Request for Admission No. 26**

8 This request asks Vulcan to "[a]dmit that VULCAN is not aware of any person who was
9 present at any conversation between Preston Cowan and Rick Phillips other than Preston Cowan
10 and Rick Phillips." Vulcan responded by stating that,

11 [s]ubject to and without waiving the foregoing responses, Vulcan further responds
12 as follows: Vulcan admits that it is not aware of any person who was present at any
13 conversation between Preston Cowan and Rick Phillips regarding the "WASTE
PILE" (as that term is defined herein) other than Preston Cowan and Rick Phillips.

14 Vulcan cannot add unnecessary limitations to its response: either it has the
15 awareness at issue or it does not, the request was simply not limited to
16 conversations re: the WASTE PILE. Properly responding to this request requires
17 nothing more than contacting the Vulcan-affiliated persons listed in Vulcan's
further response to Form Interrogatory 12.1 to ask if they are aware of topic at
issue. That is not an unreasonable burden, thus a proper response should be
provided.

18 Vulcan cannot add unnecessary limitations to its response: either it has the awareness at
19 issue or it does not, the request was simply not limited to conversations re: the WASTE PILE.
20 Civ. Proc. Code §§ 2033.210(b) ("[e]ach response shall answer the substance of the requested
21 admission"), 2033.220(a) ("Each answer in a response to requests for admission shall be as
22 complete and straightforward as the information reasonably available to the responding party
23 permits.").

24 Even if it was true that Vulcan could not reasonably obtain the information required to
25 answer this request as written, Vulcan failed to comply with the statutory requirements that apply
in that rare instance. *Id.* § 2033.220(c).

26 Properly responding to this request requires nothing more than contacting the Vulcan-
27 affiliated persons listed in Vulcan's further response to Form Interrogatory 12.1 to ask if they are
28 aware of the occurrence of the factual event described in this request. That is not an unreasonable

1 burden in a complex environmental case where the plaintiff seeks millions of dollars in damages
2 regarding conduct the plaintiff knew of for decades prior to litigation. In light of the foregoing,
3 the Court should order a second further response to this request.

4 **4. Request for Admission No. 40**

5 This request requires Vulcan to admit or deny that a certain document was delivered to the
6 Club by Tom Jenkins on February 10, 1992. Instead of responding to that query, Vulcan provided
7 the following further response: "Subject to and without waiving the foregoing responses, Vulcan
8 further responds as follows: Vulcan admits that Tom Jenkins signed the February 10, 1992 Letter
9 of Transmittal of the February 19, 1992 Draft Lease which indicated that it was hand delivered.
10 SGVGC004962."

11 This request *does not* ask for Vulcan to admit that Tom Jenkins *signed* a particular
12 document, but that is the question Vulcan chose to answer. Thus, the response is evasive and
13 improper, and a further response should be ordered. Civ. Proc. Code §§ 2033.210(b) ("[e]ach
14 response shall answer the substance of the requested admission"), 2033.220(a) ("Each answer in a
15 response to requests for admission shall be as complete and straightforward as the information
16 reasonably available to the responding party permits.").

17 **5. Requests for Admissions Nos. 48, 49, and 85**

18 Vulcan's responses to these three requests are clear evidence of bad faith. Instead of
19 interpreting these requests in a reasonable, common sense way, Vulcan chooses to pretend that it
20 understood these requests in a patently absurd way. All of the requests in this group are intended
21 to remove issues of fact from what has to be addressed at trial. Specially, they are intended to
22 confirm that the concepts of "SPENT AMMUNITION" and "fired lead bullets" are not found in
23 certain documents relevant to this case. Instead of providing good faith responses, Vulcan
24 provided responses like this response to Request for Admission No. 48: " Subject to and without
25 waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that its
26 March 5, 1992 response to the Club's written comments to the DRAFT LEASE does not contain
27 *the words* "SPENT AMMUNITION." (emphasis added) (internal quotes in further response).

1 This request does not ask about the words "SPENT AMMUNITION[," it asks about the
2 term "SPENT AMMUNITION" that is defined in the relevant set of discovery. Vulcan and its
3 counsel surely know the difference between the words used to define a certain type of material and
4 the material itself. Thus, Vulcan's responses to this group of requests are evasive and improper,
5 and a second set of further responses to said requests should be ordered. Civ. Proc. Code §§
6 2033.210(b) ("[e]ach response shall answer the substance of the requested admission"),
7 2033.220(a) ("Each answer in a response to requests for admission shall be as complete and
8 straightforward as the information reasonably available to the responding party permits.").

9 **6. Request for Admission No. 76**

10 This request asks that Vulcan "Admit that the term of the LEASE between VULCAN and
11 THE CLUB expired on May 20, 2002." Vulcan's patently evasive response is as follows.

12 Subject to and without waiving the foregoing responses, Vulcan further responds as
13 follows: Vulcan admits that the LEASE states that it expires on May 20, 1992, but
14 that on May 15, 2002, Vulcan and the Club entered into an agreement that allowed
15 Vulcan to lease the Property on an eighteen month rolling term and incorporated
16 the terms of the LEASE.

17 This request does not ask what is *stated* in the lease at issue; it asks when the term of that
18 lease expired, which is a different, though admittedly related, question to the one Vulcan actually
19 responded to. Nonetheless, Vulcan has a duty to respond to the request asked, even where though
20 it requires the application of law to fact. Civ. Proc. Code §§ 2033.010 ; 2033.210(b) ("[e]ach
21 response shall answer the substance of the requested admission"), 2033.220(a) ("Each answer in a
22 response to requests for admission shall be as complete and straightforward as the information
23 reasonably available to the responding party permits."). In light of the foregoing, a further
24 response should be ordered.

25 **7. Request for Admission No. 87**

26 This simple request asks Vulcan to "Admit that between 1947 and 2006, VULCAN was
27 aware that lead was being deposited on the PROPERTY." Vulcan's further response states that
28 "Vulcan admits that at some point between 1947 and 2006 it became aware that lead was being
deposited on the Property."

1 The request at issue inquires about a *complete* period of time (1947-2006). Vulcan's
2 response is vague and limited, as it only responds to a portion of the request ("at some point
3 between 1947 and 2006 . . ."). To the extent Vulcan can only respond to a portion of a request, it
4 is required to "Specify so much of the matter involved in the request as to the truth of which the
5 responding party lacks sufficient information or knowledge." Civ Pro. Code § 2033.220(b)(3)-(c).
6 Otherwise, Vulcan is required to provide a full and complete response under Code. Civ. Proc.
7 Code §§ 2033.210(b) ("[e]ach response shall answer the substance of the requested admission"),
8 2033.220(a) ("Each answer in a response to requests for admission shall be as complete and
9 straightforward as the information reasonably available to the responding party permits."). Based
10 on the foregoing, a further response to this request should be ordered.

11 **IV. CONCLUSION**

12 For the foregoing reasons, the Club requests the Court order (second) further responses to
13 Requests for Admissions Nos. 6-15, 25, 26, 28, 32-37, 40, 48, 49, 76, 85, 87, and 92.

14 Dated: September 10, 2012

MICHEL & ASSOCIATES, P.C.

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17 _____
18 Scott M. Franklin, Attorney for San Gabriel
19 Valley Gun Club
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1 had provided insufficient responses.

2 8. Vulcan agreed to provide the demanded further responses by email on July 24,
3 2012, and agreed to the relevant motion to compel being set for October 2, 2012. An email string
4 including a true and correct copy of my email of July 24, 2012, a true and correct copy of Ken
5 Ehrlich's response email of July 24, 2012, and a true and correct copy of my confirmation email
6 of July 24, 2012, is attached hereto as Exhibit 3.

7 9. Vulcan's counsel requested a one-week extension to the August 22, 2012,
8 production deadline on August 16, 2012, based on a "medical issue." The Club granted the
9 request to move the production date to August 29, 2012, by email on August 17, 2012, stating the
10 request was "being granted on the express condition that good faith and non-evasive further
11 responses will be provided." An email string including a true and correct copy of Elizabeth
12 Culley's email of August 16, 2012, and a true and correct copy my response email of August 17,
13 2012, is attached hereto as Exhibit 4.

14 10. The supplemental (i.e., further) responses provided on August 29, 2012, were both
15 evasive and evidenced something less than a good faith effort, resulting in the Club sending a
16 letter on September 7, 2012, directed at resolving the multiple insufficient responses that still
17 remained. A true and correct copy of the supplemental responses to RFA Set One is attached
18 hereto as Exhibit 5. Though the September 7 letter and the prior discussion between counsel for
19 the parties shows that a reasonable and good faith attempt at an informal resolution has been
20 attempted, the letter of September 7 included a request that the parties hold a telephonic meeting
21 to make one last attempt at resolving this matter prior to the hearing set for October 2, 2012. A
22 true and correct copy of my letter of September 7, 2012, is attached hereto as Exhibit 6.

23
24 I declare under penalty of perjury under the laws of California that the foregoing is true
25 and correct, and that this declaration was executed on September 10, 2012, at Long Beach,
26 California.

27 
28 _____
Scott M. Franklin, declarant

EXHIBIT 1

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W. Lee Smith — SBN 196115
2 Scott M. Franklin — SBN 240254
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6 Attorneys for Defendant San
Gabriel Valley Gun Club

8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF LOS ANGELES
10 EAST DISTRICT

11 CALMAT CO. DBA VULCAN)
MATERIALS COMPANY, WESTERN)
12 DIVISION, a Delaware corporation,)
13 Plaintiff,)
14 vs.)
15 SAN GABRIEL VALLEY GUN CLUB, a)
non-profit California corporation; and DOES)
16 1-1000, inclusive,)
17 Defendants.)
18)
19)

CASE NO: KC062582J
**REQUESTS FOR ADMISSIONS, SET
ONE, PROPOUNDED ON PLAINTIFF
CALMAT CO. DBA VULCAN
MATERIALS COMPANY, WESTERN
DIVISION**

Hon. Dan T. Oki, presiding

20 **PROPOUNDING PARTY: DEFENDANT SAN GABRIEL VALLEY GUN CLUB**
21 **RESPONDING PARTY: PLAINTIFF VULCAN MATERIALS COMPANY**
22 **SET NO.: ONE**

1 **INSTRUCTIONS**

2 (from Judicial Council Form DISC-020)

3 Requests for admission are written requests by a party to an action requiring that any other
4 party to the action either admit or deny, under oath, the truth of certain facts or the genuineness of
5 certain documents. For information on timing, the number of admissions a party may request from
6 any other party, service of requests and responses, restrictions on the style, format, and scope of
7 requests for admission and responses to requests, and other details, see Code of Civil Procedure
8 sections 94-95, 1013, and 2033.010-2033.420 and the case law relating to those sections.

9 An answering party should consider carefully whether to admit or deny the truth of facts or
10 the genuineness of documents. With limited exceptions, an answering party will not be allowed to
11 change an answer to a request for admission. There may be penalties if an answering party fails to
12 admit the truth of any fact or the genuineness of any document when requested to do so and the
13 requesting party later proves that the fact is true or that the document is genuine. These penalties
14 may include, among other things, payment of the requesting party's attorney's fees incurred in
15 making that proof.

16 Unless there is an agreement or a court order providing otherwise, the answering party
17 must respond in writing to requests for admission within 30 days after they are served, or within 5
18 days after service in an unlawful detainer action. There may be significant penalties if an
19 answering party fails to provide a timely written response to each request for admission. These
20 penalties may include, among other things, an order that the facts in issue are deemed true or that
21 the documents in issue are deemed genuine for purposes of the case. Answers to Requests for
22 Admission must be given under oath. The answering party should use the following language at
23 the end of the responses:

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

26 _____
27 (DATE)

(SIGNATURE)

28 These instructions are only a summary and are not intended to provide complete information

1 about requests for admission.

2 **REQUEST FOR ADMISSION NO. 1:**

3 Admit that there were was at least one period of time between January 1947 and
4 November 2006 where there was no contemporaneous lease in effect regarding the PROPERTY
5 (“PROPERTY” refers to the portion of Tax Parcel No. 8684-008-014, commonly known as 4001
6 Fish Canyon Road, leased to THE CLUB (“THE CLUB” refers to Defendant San Gabriel Valley
7 Gun Club, its past and present affiliates, successors, agents, investigators, attorneys, officers,
8 directors, employees, agents, representatives, and any other person or entity acting or purporting to
9 act on THE CLUB’s behalf or over whom THE CLUB exercised management and control), it
10 being understood that the size of the PROPERTY was reduced during THE CLUB’s tenancy
11 thereat) by VULCAN (“VULCAN” refers to Plaintiff Calmat Co. dba Vulcan Materials Company,
12 Western Division,, including its predecessors in interest, and also including its past and present
13 affiliates, successors, agents, investigators, attorneys, officers, directors, employees, agents,
14 representatives, and any other person or entity acting or purporting to act on on VULCAN’s behalf
15 or over whom VULCAN exercised management and control).

16 **REQUEST FOR ADMISSION NO. 2:**

17 Admit that, prior to February 3, 1998, VULCAN had not executed a lease concerning use
18 of the PROPERTY that addressed the time period of December 11, 1987 through February 3,
19 1988.

20 **REQUEST FOR ADMISSION NO. 3:**

21 Admit that VULCAN is unaware of the condition of the PROPERTY before January 1,
22 1947.

23 **REQUEST FOR ADMISSION NO. 4:**

24 Admit that the PROPERTY was used as a shooting range before the execution of the first
25 written lease between THE CLUB and VULCAN.

26 **REQUEST FOR ADMISSION NO. 5:**

27 Admit that VULCAN contends that THE CLUB made no attempt to clean up the effects of
28 lead ammunition use between December 31, 1947 and November 1, 2006.

1 **REQUEST FOR ADMISSION NO. 6:**

2 Admit that before January 1, 2004, VULCAN never told THE CLUB that the presence of
3 SPENT AMMUNITION ("SPENT AMMUNITION" refers to any constituent of a firearm
4 cartridge expelled from a firearm during the normal operation of a firearm, including, but not
5 limited to, shot, bullets, bullet fragments, particulate matter, empty bullet cases, and wadding) at
6 the PROPERTY could cause damage to the PROPERTY.

7 **REQUEST FOR ADMISSION NO. 7:**

8 Admit that before January 1, 2004, VULCAN never told THE CLUB that the presence of
9 SPENT AMMUNITION at the PROPERTY was causing damage to the PROPERTY.

10 **REQUEST FOR ADMISSION NO. 8:**

11 Admit that before January 1, 2004, VULCAN never told THE CLUB that the presence of
12 lead from bullets shot at the PROPERTY was causing damage to the PROPERTY.

13 **REQUEST FOR ADMISSION NO. 9:**

14 Admit that before January 1, 2004, VULCAN never told THE CLUB that lead from
15 bullets shot at the PROPERTY could cause damage to the PROPERTY.

16 **REQUEST FOR ADMISSION NO. 10:**

17 Admit that VULCAN did not ask THE CLUB to remove SPENT AMMUNITION from
18 the PROPERTY at any time before January 1, 2003.

19 **REQUEST FOR ADMISSION NO. 11:**

20 Admit that VULCAN did not ask THE CLUB to remove lead from the PROPERTY at any
21 time before January 1, 2003.

22 **REQUEST FOR ADMISSION NO. 12:**

23 Admit that VULCAN never contacted THE CLUB before 2004 to specifically demand
24 THE CLUB remove SPENT AMMUNITION from the PROPERTY.

25 **REQUEST FOR ADMISSION NO. 13:**

26 Admit that VULCAN never contacted THE CLUB before 2004 to specifically demand
27 THE CLUB remove lead from the PROPERTY.

28

1 **REQUEST FOR ADMISSION NO. 14:**

2 Admit that VULCAN never contacted THE CLUB before 2004 to specifically request
3 THE CLUB to remove any SPENT AMMUNITION from the PROPERTY.

4 **REQUEST FOR ADMISSION NO. 15:**

5 Admit that VULCAN never contacted THE CLUB before 2004 to specifically request
6 THE CLUB to remove any lead from the PROPERTY.

7 **REQUEST FOR ADMISSION NO. 16:**

8 Admit that at no time did VULCAN indicate a desire to THE CLUB that VULCAN
9 wanted to include a lease provision specifically dealing with SPENT AMMUNITION in a lease
10 for the PROPERTY.

11 **REQUEST FOR ADMISSION NO. 17:**

12 Admit that at no time did VULCAN indicate a desire to the CLUB that VULCAN wanted
13 to include a lease provision specifically dealing with lead shot onto the PROPERTY in a lease for
14 the PROPERTY.

15 **REQUEST FOR ADMISSION NO. 18:**

16 Admit that at VULCAN had no contractual right to enter the PROPERTY to dump
17 material on the PROPERTY between June 17, 1987 and May 19, 1992.

18 **REQUEST FOR ADMISSION NO. 19:**

19 Admit that VULCAN had placed approximately 600,000 tons of WASTE MATERIAL
20 ("WASTE MATERIAL" refers to mined material for which there was no contemporaneous buyer,
21 including base, overburden, mining tailings, rock dust, sand, "class two" mined material, or any
22 combination thereof) on the PROPERTY as of December 14, 1994.

23 **REQUEST FOR ADMISSION NO. 20:**

24 Admit that VULCAN placed at least 10,000 tons of WASTE MATERIAL on the
25 PROPERTY before June 13, 1992.

26 **REQUEST FOR ADMISSION NO. 21:**

27 Admit that a "stockpile" area existed at the PROPERTY before May 20, 1992.
28

1 **REQUEST FOR ADMISSION NO. 22:**

2 Admit that in December of 1994, VULCAN was generating WASTE MATERIAL at the
3 rate of about 20,000 tons per month.

4 **REQUEST FOR ADMISSION NO. 23:**

5 Admit that Preston Cowan was a heavy equipment operator at the AZUSA ROCK
6 QUARRY ("AZUSA ROCK QUARRY" refers to the quarry and related property owned by
7 VULCAN that abuts the PROPERTY) between 1985 and 1995.

8 **REQUEST FOR ADMISSION NO. 24:**

9 Admit that Preston Cowan was a supervisor of employees who hauled WASTE
10 MATERIAL from the AZUSA ROCK QUARRY to the PROPERTY.

11 **REQUEST FOR ADMISSION NO. 25:**

12 Admit that after VULCAN had begun the WASTE PILE ("WASTE PILE" refers to the
13 pile of WASTE MATERIAL placed by VULCAN on the PROPERTY), Rick Phillips made a
14 comment to Preston Cowan expressing the idea that placing WASTE MATERIAL on the
15 PROPERTY could result in future problems regarding the lead bullets or fragments thereof being
16 buried.

17 **REQUEST FOR ADMISSION NO. 26:**

18 Admit that VULCAN is not aware of any person who was present at any conversation
19 between Preston Cowan and Rick Phillips other than Preston Cowan and Rick Phillips.

20 **REQUEST FOR ADMISSION NO. 27:**

21 Admit that Tom Sheedy was the general manager of the AZUSA ROCK QUARRY from
22 1983 to 2000.

23 **REQUEST FOR ADMISSION NO. 28:**

24 Admit that Preston Cowan told Tom Sheedy that placing WASTE MATERIAL on the
25 PROPERTY was resulting in lead being buried beneath the WASTE MATERIAL.

26 **REQUEST FOR ADMISSION NO. 29:**

27 Admit that Tom Sheedy was aware of the possibility that WASTE MATERIAL was being
28 placed on top of a surface where lead bullets were present.

1 **REQUEST FOR ADMISSION NO. 30:**

2 Admit that, prior to May 20, 1992, VULCAN knew that placement of WASTE
3 MATERIAL at the PROPERTY had resulted in the burial of lead bullets.

4 **REQUEST FOR ADMISSION NO. 31:**

5 Admit that, immediately prior to the commencement of the creation of the WASTE PILE,
6 VULCAN was aware of the possibility that the placement of the WASTE PILE at the PROPERTY
7 might result in the burial of lead bullets.

8 **REQUEST FOR ADMISSION NO. 32:**

9 Admit that on several occasions between 1989 and 2000, Preston Cowan oversaw the use
10 of heavy equipment to relocate material from the WASTE PILE that had flowed onto the range
11 floor at the PROPERTY.

12 **REQUEST FOR ADMISSION NO. 33:**

13 Admit that on several occasions between 1989 and 2000, Preston Cowan used heavy
14 equipment to relocate material from the WASTE PILE that had flowed onto the range floor at the
15 PROPERTY.

16 **REQUEST FOR ADMISSION NO. 34:**

17 Admit that VULCAN relocated material from the range floor to the top of the WASTE
18 PILE.

19 **REQUEST FOR ADMISSION NO. 35:**

20 Admit that a VULCAN employee used a truck of some type to relocate WASTE
21 MATERIAL from an area at the base of the WASTE PILE to the top of the WASTE PILE.

22 **REQUEST FOR ADMISSION NO. 36:**

23 Admit that material relocated from the the base of the WASTE PILE to the top of the
24 WASTE PILE contained whatever was in the WASTE PILE that had slid to the range floor.

25 **REQUEST FOR ADMISSION NO. 37:**

26 Admit that bullets and WASTE PILE material slid from the WASTE PILE onto a flat area
27 immediately south of the WASTE PILE.

28

1 **REQUEST FOR ADMISSION NO. 38:**

2 Admit that Tom Jenkins was a VULCAN project manager from 1984 to 1997.

3 **REQUEST FOR ADMISSION NO. 39:**

4 Admit that Tom Davis was the supervisor of Tom Jenkins from 1984 to 1997.

5 **REQUEST FOR ADMISSION NO. 40:**

6 Admit that Tom Jenkins delivered a DRAFT LEASE (“DRAFT LEASE” refers to a draft
7 of the May 20, 1992 LEASE between THE CLUB and VULCAN) to THE CLUB on February 10,
8 1992.

9 **REQUEST FOR ADMISSION NO. 41:**

10 Admit that the document attached as Exhibit A is a true and correct copy of the DRAFT
11 LEASE.

12 **REQUEST FOR ADMISSION NO. 42:**

13 Admit that the DRAFT LEASE contained a provision (“DRAFT LEASE PROVISION”)
14 (part of ¶ 9 therein, titled “Use of Premises”) providing the following:

15 Landlord shall have the right to establish reasonable rules and regulations regarding the
16 Tenants’s permitted use of the Premises, including without limitation specifications
17 regarding the type of shot used, and Tenant agrees to observe all such reasonable rules and
18 regulations. Tenant shall not cause or permit any “Hazardous Materials” (as hereinafter
19 defined) to be brought upon, kept, or used in or about the Premises by Tenant, its agents,
20 employees, contractors, or invitees. As used herein, the term “Hazardous Material” means
21 any hazardous or toxic substance, material or waste which is or becomes regulated by any
22 local authority, the State of California, or the United States Government.

23 **REQUEST FOR ADMISSION NO. 43:**

24 Admit that THE CLUB provided comments to the DRAFT LEASE on February 24, 1992.

25 **REQUEST FOR ADMISSION NO. 44:**

26 Admit that THE CLUB’s provided VULCAN with written comments to the DRAFT
27 LEASE requesting that the DRAFT LEASE to be revised by deletion of the first sentence of the
28 DRAFT LEASE PROVISION .

1 **REQUEST FOR ADMISSION NO. 45:**

2 Admit that THE CLUB provided VULCAN with written comments to the DRAFT LEASE
3 requesting a proposed lease include the language "except ammunition, propellant powder, normal
4 gun cleaning solvents, diesel fuel in safety cans, and fuel in vehicle fuel tanks" be added to the end
5 of the DRAFT LEASE PROVISION.

6 **REQUEST FOR ADMISSION NO. 46:**

7 Admit that on March 5, 1992, VULCAN provided a written communication to THE CLUB
8 regarding the DRAFT LEASE.

9 **REQUEST FOR ADMISSION NO. 47:**

10 Admit that the document attached as Exhibit B is a true and correct copy of THE CLUB's
11 March 5, 1992 comments to the DRAFT LEASE as received by VULCAN.

12 **REQUEST FOR ADMISSION NO. 48:**

13 Admit that VULCAN's March 5, 1992 response to THE CLUB's written comments to the
14 DRAFT LEASE does not mention SPENT AMMUNITION or the cleanup thereof.

15 **REQUEST FOR ADMISSION NO. 49:**

16 Admit that VULCAN's March 5, 1992 response to THE CLUB's written comments to the
17 DRAFT LEASE does not mention fired lead bullets or the cleanup thereof.

18 **REQUEST FOR ADMISSION NO. 50:**

19 Admit that the document attached as Exhibit C is a true and correct copy of the FINAL
20 LEASE ("FINAL LEASE" refers to the lease between VULCAN and THE CLUB dated May 20,
21 1992).

22 **REQUEST FOR ADMISSION NO. 51:**

23 Admit that the FINAL LEASE does not contain the text referred to herein as the DRAFT
24 LEASE PROVISION.

25 **REQUEST FOR ADMISSION NO. 52:**

26 Admit that, prior to May 20, 1992, VULCAN never indicated to THE CLUB that the
27 DRAFT LEASE PROVISION was intended to address SPENT AMMUNITION.

28

1 **REQUEST FOR ADMISSION NO. 53:**

2 Admit that, prior to May 20, 1992, VULCAN never indicated to THE CLUB that the
3 DRAFT LEASE PROVISION was intended to address lead bullets that had been fired at the
4 PROPERTY.

5 **REQUEST FOR ADMISSION NO. 54:**

6 Admit that, prior to 2005, VULCAN never indicated to THE CLUB that the DRAFT
7 LEASE PROVISION was intended to address SPENT AMMUNITION.

8 **REQUEST FOR ADMISSION NO. 55:**

9 Admit that the value the PROPERTY is less than \$1.5 million.

10 **REQUEST FOR ADMISSION NO. 56:**

11 Admit that the FINAL LEASE did not incorporate by reference any prior lease between
12 VULCAN and THE CLUB.

13 **REQUEST FOR ADMISSION NO. 57:**

14 Admit that the FINAL LEASE included what is commonly referred to as an “integration
15 clause.”

16 **REQUEST FOR ADMISSION NO. 58:**

17 Admit that VULCAN created the WASTE PILE on the PROPERTY.

18 **REQUEST FOR ADMISSION NO. 59:**

19 Admit that VULCAN started creating the WASTE PILE before May 20, 1992.

20 **REQUEST FOR ADMISSION NO. 60:**

21 Admit that VULCAN did not seek permission from THE CLUB to create the WASTE
22 PILE.

23 **REQUEST FOR ADMISSION NO. 61:**

24 Admit that before the creation of the WASTE PILE, VULCAN conducted internal
25 meetings at which the creation of the WASTE PILE was discussed.

26 **REQUEST FOR ADMISSION NO. 62:**

27 Admit that, prior to the creation of the WASTE PILE, no employee of VULCAN’s
28 reviewed VULCAN’s then-current lease with THE CLUB to determine if VULCAN had the

1 contractual right to place the WASTE PILE on the PROPERTY while leased by THE CLUB.

2 **REQUEST FOR ADMISSION NO. 63:**

3 Admit that VULCAN is the successor to an entity known as "Crystal Partnership."

4 **REQUEST FOR ADMISSION NO. 64:**

5 Admit that VULCAN is the successor to an entity known as "Krist Construction."

6 **REQUEST FOR ADMISSION NO. 65:**

7 Admit that VULCAN is the successor to an entity known as "Azusa Rock, Inc."

8 **REQUEST FOR ADMISSION NO. 66:**

9 Admit that VULCAN cannot identify a document indicating that VULCAN reviewed a
10 lease with THE CLUB for the purpose of determining VULCAN's rights regarding the creation of
11 the WASTE PILE.

12 **REQUEST FOR ADMISSION NO. 67:**

13 Admit that Herb Bock has no recollection as to whether the WASTE PILE was transported
14 onto the PROPERTY after May 20, 1992.

15 **REQUEST FOR ADMISSION NO. 68:**

16 Admit that VULCAN is not aware of any person affiliated with THE CLUB who is more
17 knowledgeable concerning the creation of the WASTE PILE than Rick Phillips.

18 **REQUEST FOR ADMISSION NO. 69:**

19 Admit that the majority of the WASTE PILE was placed between 1988 and 2005.

20 **REQUEST FOR ADMISSION NO. 70:**

21 Admit that the WASTE PILE existed as of 1994.

22 **REQUEST FOR ADMISSION NO. 71:**

23 Admit that the placement of rock dust at the PROPERTY to prevent ricochets did not
24 occur in the area where the WASTE PILE was dumped.

25 **REQUEST FOR ADMISSION NO. 72:**

26 Admit that the primary purpose of the creation of the WASTE PILE was to store mined
27 material that could not be sold.

28

1 **REQUEST FOR ADMISSION NO. 73:**

2 Admit that John Armato had no role in negotiating any of the leases between VULCAN
3 and THE CLUB.

4 **REQUEST FOR ADMISSION NO. 74:**

5 Admit VULCAN cannot identify any document indicating John Armato participated in the
6 negotiation of a leases between VULCAN and THE CLUB.

7 **REQUEST FOR ADMISSION NO. 75:**

8 Admit that Brian Ferris created the DRAFT LEASE.

9 **REQUEST FOR ADMISSION NO. 76:**

10 Admit that the term of the LEASE between VULCAN and THE CLUB expired on May
11 20, 2002.

12 **REQUEST FOR ADMISSION NO. 77:**

13 Admit that VULCAN internally discussed the presence of SPENT AMMUNITION at the
14 PROPERTY during the negotiation of the FINAL LEASE.

15 **REQUEST FOR ADMISSION NO. 78:**

16 Admit that VULCAN internally discussed the presence of lead bullets at the PROPERTY
17 during the negotiation of the FINAL LEASE.

18 **REQUEST FOR ADMISSION NO. 79:**

19 Admit that VULCAN never made any comment about SPENT AMMUNITION at the
20 PROPERTY to THE CLUB's former attorney, Robert Carter.

21 **REQUEST FOR ADMISSION NO. 80:**

22 Admit that VULCAN never made any comment about lead bullets present at the
23 PROPERTY to THE CLUB's former attorney, Robert Carter.

24 **REQUEST FOR ADMISSION NO. 81:**

25 Admit that, prior to May 20, 1992, a VULCAN employee recommended the "lead
26 problem" at the PROPERTY be addressed in a future lease for the PROPERTY.

27 **REQUEST FOR ADMISSION NO. 82:**

28 Admit that, prior to May 20, 1992, VULCAN had identified a potential need to remove

1 lead bullets from the PROPERTY.

2 **REQUEST FOR ADMISSION NO. 83:**

3 Admit that, prior to May 20, 1992, VULCAN had expressly considered proposing a lease
4 to THE CLUB for the PROPERTY that expressly required THE CLUB remove lead bullets from
5 the PROPERTY at the end of THE CLUB's tenancy.

6 **REQUEST FOR ADMISSION NO. 84:**

7 Admit that, prior to May 20, 1992, VULCAN internally discussed whether an express
8 reference to lead should be made in VULCAN's next lease with THE CLUB for the PROPERTY.

9 **REQUEST FOR ADMISSION NO. 85:**

10 Admit that none of the leases or licenses in place between 1947 and 2006 between
11 VULCAN and THE CLUB mentioned SPENT AMMUNITION.

12 **REQUEST FOR ADMISSION NO. 86:**

13 Admit that none of the leases or licenses in place between 1947 and 2006 between
14 VULCAN and THE CLUB mentioned lead present at the PROPERTY.

15 **REQUEST FOR ADMISSION NO. 87:**

16 Admit that between 1947 and 2006, VULCAN was aware that lead was being deposited on
17 the PROPERTY.

18 **REQUEST FOR ADMISSION NO. 88:**

19 Admit that between 1947 and 2006, VULCAN believed that the CLUB made no attempt to
20 clean up the effects of lead ammunition use.

21 **REQUEST FOR ADMISSION NO. 89:**

22 Admit that there were periods of time between January 1947 and November 2006 during
23 which there was no lease in place between VULCAN and THE CLUB.

24 **REQUEST FOR ADMISSION NO. 90:**

25 Admit that VULCAN cannot identify a written communication regarding lease
26 negotiations with THE CLUB that indicated THE CLUB would be responsible for the cleanup of
27 SPENT AMMUNITION at the PROPERTY.

28

1 **REQUEST FOR ADMISSION NO. 91:**

2 Admit that VULCAN cannot identify a written communication regarding lease
3 negotiations with THE CLUB that indicated THE CLUB would be responsible for the cleanup of
4 bullets present at the PROPERTY.

5 **REQUEST FOR ADMISSION NO. 92:**

6 Admit that, at no time during any lease negotiation did VULCAN discuss with THE CLUB
7 what type of cleanup of the PROPERTY was expected by VULCAN upon the end of the leasehold
8 relationship.

9 **REQUEST FOR ADMISSION NO. 93:**

10 Admit that the placement of WASTE MATERIAL at the PROPERTY started before any
11 VULCAN employee raised a concern about ricochets coming from the PROPERTY.

12 **REQUEST FOR ADMISSION NO. 94:**

13 Admit VULCAN does not intend to move the WASTE PILE.

14 **REQUEST FOR ADMISSION NO. 95:**

15 Admit VULCAN has not in any way attempted to determine what environmental impact, if
16 any, arising as a result of the bullets that are buried beneath the WASTE PILE.

17 **REQUEST FOR ADMISSION NO. 96:**

18 Admit VULCAN has not in any way attempted to determine what environmental impact, if
19 any, arising as a result of the bullets that are within the sub-surface soil in the WASTE PILE.

20 **REQUEST FOR ADMISSION NO. 97:**

21 Admit that the FINAL LEASE has a provision that states "holding over shall be a tenancy
22 from month to month."

23 **REQUEST FOR ADMISSION NO. 98:**

24 Admit THE CLUB held over on the PROPERTY pursuant to the holdover provision of the
25 LEASE.

26 **REQUEST FOR ADMISSION NO. 99:**

27 Admit that VULCAN has not contacted the California Department of Toxic Substances
28 Control about the presence of lead at THE PROPERTY.

1 **REQUEST FOR ADMISSION NO. 100:**

2 Admit that VULCAN has not contacted the Regional Water Quality Control Board about
3 the presence of lead at THE PROPERTY.

4 **REQUEST FOR ADMISSION NO. 101:**

5 Admit that VULCAN has not contacted the Los Angeles Department of Health Services
6 about the presence of lead at THE PROPERTY.

7 **REQUEST FOR ADMISSION NO. 102:**

8 Admit that VULCAN has not contacted the Environmental Protection Agency about the
9 presence of lead at THE PROPERTY.

10 **REQUEST FOR ADMISSION NO. 103:**

11 Admit that THE CLUB took steps to remediate the PROPERTY before July 2006.

12 **REQUEST FOR ADMISSION NO. 104:**

13 Admit that VULCAN has not followed the requirements of the California Department of
14 Toxic Substances Control for environmental cleanup.

15 **REQUEST FOR ADMISSION NO. 105:**

16 Admit that VULCAN has disposed of hazardous substances at the PROPERTY.

17 **REQUEST FOR ADMISSION NO. 106:**

18 Admit that VULCAN consented to THE CLUB leaving SPENT AMMUNITION on the
19 PROPERTY.

20 **REQUEST FOR ADMISSION NO. 107:**

21 Admit that VULCAN contends that THE CLUB refused all requests by VULCAN to clean
22 up SPENT AMMUNITION.

23 **REQUEST FOR ADMISSION NO. 108:**

24 Admit that THE CLUB hired a lead reclamation company in 2007 to perform lead
25 reclamation at the PROPERTY.

26 **REQUEST FOR ADMISSION NO. 109:**

27 Admit that a VULCAN representative told Fred Wooldridge that he was not allowed to
28 commence lead reclamation at the PROPERTY in 2007.

1 **REQUEST FOR ADMISSION NO. 110:**

2 Admit that a VULCAN representative told Fred Wooldridge that he was not allowed to use
3 a water source controlled by VULCAN when Mr. Wooldridge was present at the PROPERTY in
4 2007.

5 **REQUEST FOR ADMISSION NO. 111:**

6 Admit that a Charles St. John spoke with Fred Wooldridge in person at the PROPERTY in
7 2007.

8 **REQUEST FOR ADMISSION NO. 112:**

9 Admit that a VULCAN employee told Fred Wooldridge that he was not to attempt to
10 obtain an air quality permit regarding work to be performed at the PROPERTY.

11 **REQUEST FOR ADMISSION NO. 113:**

12 Admit that a Charles St. John told Fred Wooldridge that he was not to attempt to obtain an
13 air quality permit regarding work to be performed at the PROPERTY.

14
15
16 Dated: April 18, 2012

MICHEL & ASSOCIATES, P.C.

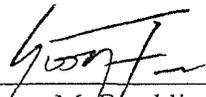
17
18 
19 _____
20 Scott M. Franklin
21 Attorneys for Defendant San Gabriel Valley
22 Gun Club
23
24
25
26
27
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EXHIBIT A

Happy Nash

(805) 327-5829

Working Copy

*T/C Herb 2-21-92
Wanted to see the first*

LEASE

THIS LEASE (hereinafter called "Lease") is entered into this _____ day of _____, 1992, by and between CALMAT CO., a Delaware corporation (hereinafter called "Landlord"), and SAN GABRIEL VALLEY GUN CLUB (hereinafter called "Tenant").

RECITALS

A. Landlord is the owner of that certain premises situated in the City of Azusa, County of Los Angeles, State of California, as shown outlined in red on the map attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as the "Premises").

B. Tenant desires to lease from Landlord and Landlord desires to rent to Tenant, the Premises, upon the following terms and conditions.

AGREEMENT

1. Lease. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, for the term and upon the covenants and conditions hereinafter provided, the Premises. Landlord does not lease, but as between Landlord and Tenant specifically hereby reserves to itself, its successors in interest and assigns, all of the oil, gas, hydrocarbonous substances, minerals and mineral rights in and under the land described as the Premises, with the right to explore therefor, sell, lease and/or remove same; provided, however, that Landlord will not do any exploration or other work which will materially affect Tenant's use under this Lease.

2. Term. The term of this Lease shall be ten (10) years commencing on _____, 1992, and expiring on _____, 2002.

3. Rental. Tenant agrees to pay Landlord, without abatement, deduction, offset or prior demand, a rental of Five Hundred Forty Dollars (\$540.00) per month, and at such rate as adjusted in accordance with the provisions of paragraph 4, payable

in advance on the first day of each calendar month during the term hereof. Should any rental not be paid when due, it shall bear interest at the maximum rate an individual is permitted by law to charge.

4. Rental Adjustment. The monthly rental rate of \$540.00 shall be adjusted annually on each anniversary date of this Lease ("Anniversary Date") as follows: the basis for computing each adjustment in the monthly rental rate shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles-Anaheim-Riverside Area (Base Year 1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"), which is published for the month which is three (3) months prior to the month in which the commencement date of this Lease occurs ("Beginning CPI"). The CPI published for the month which is three (3) months prior to the month in which the Adjustment Date in question occurs ("Adjustment CPI") is to be used in determining the amount of the adjustment. The monthly rental rate for each one year period commencing with an Adjustment Date shall be the result of multiplying the sum of \$540.00 by a fraction, the numerator of which is the Adjustment CPI and the denominator of which is the Beginning CPI, provided however, in no event shall the monthly rental rate be reduced below the monthly rental rate payable during the immediately preceding period. Should said Bureau discontinue the publication of the CPI, or publish the same less frequently, or alter the same in some other manner, then Landlord may adopt a substitute index or substitute procedure which reasonably reflects and monitors consumer prices.

5. Rent Abatement. Rent for the first twenty-four (24) months of the Lease term shall be abated, subject to recapture upon Tenant's vacation of the Premises before the end of the Lease term in connection with a Lease default.

6. Security Deposit. As security for the faithful performance of the terms, covenants and conditions of this Lease, as well as to indemnify Landlord to the extent thereof for any damages, costs, expenses or attorneys' fees which Landlord may incur by reason of any default by Tenant under any of the terms,

covenants and conditions of this Lease, Tenant hereby deposits with Landlord the sum of \$540.00 which sum shall be paid by Tenant to Landlord upon execution of this Lease. If Tenant shall not be in default hereunder on the expiration or termination of the Lease, Landlord shall promptly repay to Tenant the then balance of said security deposit. In the event that Tenant shall be in default hereunder, on or at any time prior to the expiration or termination of this Lease, Landlord may apply the security deposit in payment of its costs, expenses and attorneys' fees in enforcing the terms hereof, and/or in payment of any damages suffered by Landlord; provided, however, that nothing herein contained shall be construed to mean that the recovery of damages by Landlord against Tenant shall be limited to the amount of the security deposit. In the event that any portion or all of the security deposit is applied as aforesaid during the term hereof, then Tenant shall deposit with Landlord additional amounts so that the security deposit in the possession of Landlord shall be restored to the aforementioned required amount.

7. Improvements to the Premises. Tenant leases the Premises in an "as is" condition. Tenant's entry into possession of the Premises shall be deemed its acceptance of the condition of the Premises. Tenant shall not construct additional improvements to the Premises without Landlord's prior written approval. Such approval shall not be unreasonably withheld; provided, however, that construction of improvements, including delivery of materials to be used for the construction, shall not commence until after Landlord has received notice from Tenant stating the date on which the construction is to commence, so as to enable Landlord to post and record an appropriate notice of nonresponsibility, and provided further that said improvements and construction thereof comply fully with all laws, ordinances and governmental regulations applicable thereto. Title to all improvements made at Tenant's expense shall remain in Tenant until the expiration or termination of this Lease. Tenant shall not remove any improvements made by it and upon expiration or termination of this Lease, title to such improvements shall forthwith vest in Landlord; provided, however,

that Landlord in its discretion may, by written notice to Tenant, require Tenant to remove any improvements made by Tenant on or before the date of expiration or termination, even though under the terms of this paragraph such improvements would otherwise become the property of Landlord.

8. Taxes and Assessments. Tenant shall pay or cause to be paid before delinquency all personal property taxes and all taxes levied or assessed on account of any property in, on, or attached to the Premises, including without limitation property installed by or for Tenant, regardless of how, or to whom such taxes are assessed and whether such property so installed is assessed as personal property or as a part of the real property.

Also, Tenant shall pay to Landlord as additional rental within thirty (30) days after receipt of written statement from Landlord setting forth the amount thereof, the amount of all real estate taxes, or any other form of assessment, including without limitation license taxes, commercial rental taxes, levies, charges, penalties, or similar imposition, imposed by any authority having the direct power to tax, including any city, county, State or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, as against any legal or equitable interest of Landlord in the Premises, for a period within the term hereof. Without limiting the generality of the foregoing, the aforementioned taxes and assessments shall include: any tax on Landlord's right to rents or other income from the Premises or as against Landlord's business of leasing the Premises; any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged that Proposition 13 was adopted by the voters of the State of California in the June 1978 election and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants; and any assessment, tax,

fee, levy, or charge allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross receipts tax or excise tax levied by the State, city, or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof. Tenant shall bear any business tax imposed upon Landlord by the State of California or any political subdivision thereof which is based or measured in whole or in part by amounts charged or received by the Landlord under this Lease, excluding State Franchise Taxes and Federal Income Taxes. ~~Excluded from tax~~ OK

OK
?

9. Use of Premises. Tenant agrees that the Premises shall not be used for any purpose except as a pistol, rifle and trap and skeet range. Tenant may operate as a private club, however, the facilities on the Premises must also be open to the public. Tenant agrees, at its own cost and expense, to comply with all laws, rules, regulations, ordinances and statutes of any and all municipal, county, State and federal authorities which are now in effect or which may hereafter become effective pertaining to the use of the Premises and its occupancy by Tenant. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance. Tenant shall not occupy or use the Premises during the term of this Lease in such a manner as to interfere with the use or occupancy of any property adjacent to the Premises, or to interfere with the use of the Premises or any part thereof after termination of this Lease. Landlord makes no warranty or representation as to the suitability of the Premises for the use herein stated or any use. Landlord shall have the right to establish reasonable rules and regulations regarding Tenant's permitted use of the Premises, including without limitation specifications regarding the type of shot used, and Tenant agrees to observe all such reasonable rules and regulations. Tenant shall not cause or permit any "Hazardous Material" (as hereinafter defined) to be brought upon, kept, or used in or about

?
 the Premises by Tenant, its agents, employees, contractors or invitees. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local authority, the State of California or the United States Government, *except materials in barrels, drums, tanks, and other containers, except materials in drums, tanks, and other containers, except materials in drums, tanks, and other containers, except materials in drums, tanks, and other containers,* *10. Maintenance and Repair.* Tenant shall at its own expense maintain and keep the Premises in good repair and condition throughout the term hereof and shall pay all costs of operation and maintenance on the Premises whether ordinary or extraordinary and foreseen or unforeseen, including but not limited to all costs incurred due to the negligence, carelessness, misconduct or fault of Tenant or its agents, licensees, or invitees. Landlord shall not be required to make any improvements, alterations, changes, additions, repairs or replacements whatsoever in or to the Premises. Tenant waives all provisions of law, including but not limited to Civil Code §§1941 and 1942, with respect to Landlord's obligations for tenantability of the Premises and Tenant's right to make repairs and deduct the cost of such repairs from rent. Should Tenant at any time during the term hereof fail to keep the Premises or the appurtenances thereof in good condition, order, or repair as required, Landlord or its agents may enter the Premises to perform maintenance or make repairs and the cost of same shall be added to and become a part of the installment of rent next coming due hereunder and shall be so paid by Tenant to Landlord as additional rental.

Upon the expiration of this Lease or upon any termination herein provided, Tenant shall at its sole cost and expense remove from the Premises all Tenant's personal property, and clean up and remove from the Premises all rubbish and debris and turn over the Premises to Landlord in good order and in a safe, sanitary condition. Should Tenant fail to do so, Landlord may at its option make those removals required above or do such work as shall be required to return the Premises to an orderly and safe, sanitary condition and the cost thereof to Landlord shall be immediately repaid by Tenant to Landlord.

11. Damage or Destruction. If the Premises or any portion thereof shall be destroyed or damaged by any causes whatsoever, the following provisions shall apply:

(a) If the damage and repair thereof is of such nature and extent as not to interfere substantially with the use of the Premises by Tenant, this Lease shall remain in effect and there shall be no abatement of rent.

(b) If the damage or repair thereof is of such nature and extent as to interfere substantially with, or prevent, the use of the Premises by Tenant, this Lease shall remain in effect and there shall be no abatement of rent if Tenant is responsible for such repair. If Landlord is responsible for repair thereof, Landlord may, in its sole and absolute discretion, terminate this Lease and all obligations thereafter accruing hereunder shall terminate, or, in its sole and absolute discretion, Landlord may continue this Lease in effect, provided however that Tenant's use of the Premises and the rental due hereunder shall be suspended for the period of restoration, commencing from the date on which Tenant gives Landlord written notice of such damage.

In no event shall Landlord be required to restore the Premises. Tenant waives the provisions of Civil Code §§1932(2) and 1933(4) and any successor provisions of law with respect to damage or destruction of the Premises.

12. Landlord's Entry. Landlord or its agents shall at all reasonable times have the right to enter the Premises and any structures thereon for the purpose of examination and inspection, or making repairs at Tenant's expense which Tenant has failed to make, or exercising any of the rights of Landlord under this Lease, or for posting notices required or permitted by law. Landlord reserves the right of entry to show the Premises to prospective brokers, agents, tenants or purchasers and to place and maintain "For Rent", "For Lease" or "For Sale" signs in one or more conspicuous places on the Premises.

13. Safety. Tenant shall adopt whatever measures may be necessary for properly policing the Premises and maintaining reasonable standards of safety and for the prevention of dumping or

similar activities on the Premises. Tenant shall adopt, and at all times operate under and enforce written rules and procedures for use of the Premises concerning, without limitation, eye and ear protection and general safety routine. Proposed rules and procedures shall be submitted to Landlord prior to the commencement date of this Lease. Tenant's use of the Premises shall not commence under this Lease until Landlord has approved the proposed rules and procedures, which approval shall not be unreasonably withheld. All changes and modifications to such approved rules and procedures shall likewise be approved by Landlord before implementation.

Tenant agrees at all times during the term of the Lease that it will be its sole responsibility to assure compliance with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C. §651 et seq., the California Occupational Health and Safety Act of 1973, Labor Code §6300 et seq., and the Federal Mine Safety and Health Act of 1977, 30 U.S.C. §801 et seq., (referred to hereinafter as "the Acts"), to the extent that the Acts apply to the Premises and any activities thereon. Without limiting the foregoing, Tenant agrees to maintain all working areas, all machinery, structures, electrical facilities and the like upon the Premises in a condition that fully complies with the requirements of the Acts, including such requirements as would be applicable with respect to agents, employees or contractors of Landlord who may from time to time be present upon the Premises. Without limitation, Tenant agrees to indemnify and hold harmless Landlord from any liability, claims or damages arising as a result of a breach of the foregoing agreement and from all costs, expenses and charges arising therefrom, including, without limitation, attorneys' fees and court costs incurred by Landlord in connection therewith.

14. Condemnation. If all the Premises, or such a portion thereof as to leave the remainder unusable by Tenant for its intended use hereunder, shall be appropriated or taken by any governmental authority under eminent domain proceedings or otherwise (which taking shall include a sale by Landlord to any

governmental authority, either after an action is filed or while under the threat of a taking), then this Lease shall terminate at the time of actual physical taking of possession by such governmental authority, and Landlord and Tenant shall thereupon be released from all liabilities thereafter accrued under this Lease.

In the event that any portion of the Premises is so taken, and the remaining portion is still usable to Tenant for its intended use hereunder, then this Lease shall remain in full force and effect as to such remaining portion, and there shall be ~~no~~ ^{change} abatement of rent. Tenant waives the provisions of Code of Civil Procedure §1265.130 and all other provisions of law permitting it to petition for termination of this Lease.

In the event of any such taking, neither this Lease nor the leasehold interest created herein shall be an asset of Tenant, and Landlord shall be entitled to receive the entire award or compensation arising from the taking; provided, however, that Tenant shall be entitled to receive any amount awarded as compensation for the taking of fixtures and equipment owned by Tenant and which would not, by the terms of this Lease, become property of the Landlord.

15. Consents and Waivers. The giving of any consent, or the waiver of any requirement of its consent, hereunder by Landlord or the breach by Tenant of any provisions requiring such consent of Landlord, shall not annul or render inoperative any provisions hereof requiring such consent. No consent given by Landlord to any act or omission of Tenant shall be construed as a consent to any other or further or different act or omission. No act or omission, acquiescence or forgiveness by Landlord of any failure by Tenant to perform any terms or conditions of this Lease shall be deemed or construed to be a waiver by Landlord of the right, at all times thereafter, to insist upon the full and complete performance by Tenant of the terms and conditions of this Lease. The acceptance of rent hereunder by Landlord shall not be deemed a waiver of any breach hereunder by Tenant other than the failure to pay the particular rental so accepted. No waiver by Landlord of any breach by Tenant hereunder shall constitute a waiver of any other breach

of Tenant, regardless of knowledge of Landlord thereof. The rights and remedies of Landlord hereunder are cumulative and shall not be deemed to be exclusive of any other remedy or right conferred by law, and the exercise by Landlord of any right or remedy (whether conferred hereby or conferred by law) shall not impair Landlord's right to exercise any other right or remedy.

16. Liens. Tenant agrees to pay any and all liens and claims that may be asserted or claimed against the Premises by reason of anything done or ordered to be done by Tenant in, on, or about the Premises and that if any such lien shall be asserted against the Premises or if any execution or judgment against Tenant upon any claim, suit or proceeding against Tenant shall be levied against the Premises or against any interest therein, then Tenant within thirty (30) days after the same shall have been levied, shall cause the same to be discharged or paid or make adequate provisions satisfactory to Landlord for the payment, satisfaction, or discharge of the same; provided, however, that nothing herein contained shall be construed so as to prevent Tenant from contesting in good faith the legality of any such lien, claim or levy, provided that Tenant furnish to the Landlord a good and sufficient bond in an amount and in form and with surety satisfactory to the Landlord fully protecting Landlord against any loss, damage, costs or expense arising by reason of any such lien, claim or levy pending the final determination thereof.

17. Indemnification and Exculpation of Landlord. Tenant shall indemnify and defend Landlord and save him harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, bodily injury or damage to property arising from or out of any occurrence in, upon or at the Premises or the improvements, or the occupancy or use by Tenant of the Premises or the improvements or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees or servants, unless such loss of life, bodily injury or damage to property is caused solely and exclusively by the active negligence or wilful misconduct of Landlord. In the event Landlord is made a party to any litigation

commenced by or against Tenant, then Tenant shall indemnify and defend Landlord and hold him harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection therewith.

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Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause whatsoever unless such damage is caused solely and exclusively by the active negligence or wilful misconduct of Landlord. Without limiting the foregoing, Landlord shall not be liable to Tenant or any other person for any damage caused or contributed to by the condition of the Premises or any failure to repair same, or by the making of any repairs, alterations, or additions thereto; it being expressly acknowledged that Tenant has sole responsibility for repair and maintenance of the Premises. Tenant waives all claims against Landlord for damage to person or property arising for any reason except claims arising solely and exclusively from the active negligence or wilful misconduct of Landlord.

Dunk 358-8155

18. Insurance. Tenant shall keep in full force and effect during the term of this Lease, Worker's Compensation

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Insurance covering all employees of Tenant with a waiver of subrogation as to Landlord and comprehensive general liability and property damage insurance covering all its operations on or related to the Premises. The limits of such comprehensive general liability and property damage insurance shall not be less than Two Million Dollars (\$2,000,000.00) combined single limit. All such comprehensive general liability and property damage policies shall be procured and maintained through an insurance broker and company acceptable to Landlord (which acceptance shall not be unreasonably withheld), shall name Landlord as an additional insured, shall provide for at least thirty (30) days prior written notice to Landlord of cancellation or termination, and shall contain cross-liability endorsements in substantially the following form:

"The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgment made, or brought by, or in favor of any other insured,

or by or in favor or any employee of such other insured."

Certified copies of such insurance policies or certificates evidencing such insurance shall at all times be supplied to Landlord. Tenant shall immediately notify Landlord of any lapse, termination or cancellation, actual or contemplated, of such policies. Insurance requirements shall be subject to reasonable revision by Landlord in the event Tenant's activities change to such an extent as to make additional protection necessary.

19. Default. If one or more of the following events shall occur:

(a) Tenant shall default in the payment of rent or in the payment of any sum due and owing by Tenant to Landlord and shall fail to rectify said default within three (3) days after being served with written notice thereof by Landlord;

(b) Tenant shall make an assignment for the benefit of creditors;

(c) Tenant shall file a petition or answer seeking reorganization or arrangement under any laws of the United States relating to bankruptcy or any other applicable statute;

(d) An attachment or execution shall be levied upon Tenant's property or interest under this Lease, and shall not be satisfied or released within thirty (30) days thereafter unless Tenant protects Landlord by bond or other security acceptable to Landlord;

(e) An involuntary petition in bankruptcy shall be filed against Tenant, or receiver or trustee for all or any part of property of Tenant under this Lease shall be appointed by any court, and such petition shall not be withdrawn, dismissed or discharged, or such receiver or trustee removed, within sixty (60) days from filing or appointment thereof; or

(f) Default shall be made in the performance or observance of any other covenant, agreement, obligation, provisions or condition to be performed or kept by Tenant under the terms and provisions of this Lease and such default shall continue for thirty (30) days after written notice thereof given by Landlord to Tenant;

Time to cure

Then, and in any or either of such events Landlord may, at its option, terminate this Lease by serving written notice thereof on Tenant, and, with or without process of law, re-enter and take complete possession of the Premises, and with or without process of law remove all persons therefrom, and all right, title and interest of the Tenant, in and to the Premises shall immediately thereupon cease and terminate, and Tenant hereby covenants in such event to peacefully and quietly yield up and surrender said Premises to Landlord, remove from the Premises all Tenant's personal property, and clean up and remove all rubbish and debris, and restore and leave the Premises in an orderly, safe and sanitary condition, and to execute and deliver to Landlord such instrument or instruments as will properly evidence termination of its rights hereunder and its interest herein as shall be required by Landlord. Upon such termination, Landlord may recover from Tenant:

(i) The worth at the time of award of the unpaid rent which had been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Tenant proves could be reasonably avoided; and

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform his obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in subparagraphs (i) and (ii) of this paragraph is computed by

allowing interest at the maximum rate an individual is permitted by law to charge. The worth at the time of award of the amount referred to in subparagraph (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

Even though Tenant may be in default under this Lease and has abandoned the Premises, Landlord may continue the Lease in effect for so long as Landlord does not terminate the Tenant's right to possession, and Landlord may enforce all his rights and remedies under this Lease, including the right to recover the rentals as they become due under the Lease. Landlord shall not be deemed to have terminated this Lease by his acts of maintenance or preservation or efforts to relet the Premises, the appointment of a receiver on initiation of Landlord to protect its interest under this Lease, or by any action in unlawful detainer, unless Landlord notifies Tenant in writing that he has elected to terminate the Lease, and Tenant further covenants that service by Landlord of any notice pursuant to the unlawful detainer statutes and the surrender of possession by Tenant pursuant to such notice shall not, unless Landlord elects to the contrary in writing at the time of, or at any time subsequent to the service of such notice, be deemed to be a termination of this Lease.

20. Holding Over . Should Tenant hold over or continue in possession of the Premises after the term hereof, with the consent of Landlord thereto, either expressed or implied, such holding over shall be a tenancy from month to month subject to all the terms of this Lease pertaining to the obligations of Tenant.

21. Notices . Whenever in this Lease it shall be required that notice or demand be given or served by either party to this Lease, such notice or demand shall be in writing and shall be delivered personally or forwarded by certified mail, postage prepaid, addressed as follows:

To Landlord: CalMat Co.
13139 Ramona Boulevard, Suite G
Irwindale, CA 91706-3797
Attn: Property Manager

To Tenant: San Gabriel Valley Gun Club
4001 Fish Canyon Boulevard
Duarte, CA 91010

or elsewhere, as the respective parties hereto may from time to time designate in writing. Any notice given by certified mail shall be deemed to have been given not later than forty-eight (48) hours after having been deposited in the United States mail.

22. Assignment and Subletting. Tenant shall not voluntarily or by operation of law assign, sublet or otherwise encumber (which term without limitation shall include the granting of concessions or licenses) the whole or any part of the Premises without in each instance first having received the expressed written consent of Landlord, which shall not be unreasonably withheld. Any assignment, sublease, or encumbrance (which terms are hereinafter collectively designated as a "transfer") made without the prior written consent of Landlord shall be void and of no force and effect. No consent to any transfer shall constitute a further waiver of the provisions of this paragraph.

As a precondition to Landlord's consideration for approval of any proposed transfer, Tenant shall submit to Landlord in writing:

- (a) The name and legal composition of the proposed transferee;
- (b) The proposed transferee's intended use of the Premises, which shall not be other than the specific use authorized by this Lease;
- (c) Such information as to the proposed transferee's financial responsibility, business experience, and standing as Landlord may reasonably require;
- (d) A written consent of the proposed transferee to all the terms and conditions of this Lease and said transferee's consent to the incorporation of the terms and conditions of this Lease into any document of transfer; and
- (e) All of the terms and conditions upon which the proposed transfer is to be made.

No transfer permitted by Landlord shall relieve Tenant of its obligation to pay rent and to perform all of the other

obligations to be performed by Tenant hereunder. Before any such transfer permitted by the terms of this Lease become effective for any purpose, transferees must in writing assume all of the obligations of this Lease and agree to be bound by all the terms of this Lease without in any way limiting or relinquishing or discharging the original Tenant from any liability under any provisions of this Lease on account of such transfers. Acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver of this provision or of any provision of this Lease.

In the event of default by any transferee or Tenant or any successor of Tenant, in the performance of any of the terms of this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said transferee. Landlord may consent to subsequent transfers of this Lease or amendments or modifications to this Lease with transferees of Tenant without notifying Tenant or any successor of Tenant and without obtaining its or their consent thereto and such action shall not relieve the Tenant or Tenant's successor of liability under this Lease. Notwithstanding any transfer, or any indulgences, waivers or extensions of time granted by Landlord to any transferee, or failure by Landlord to take action against any transferee, Tenant waives notice of any default of any transferee and agrees that Landlord may at its option proceed against Tenant without having taken action against or joined such transferee, except that Tenant shall have the benefit of any indulgences, waivers and extensions of time granted to any such transferee. Landlord's written consent to any transfer by Tenant shall not constitute an acknowledgement that no default then exists under this Lease of the obligations to be performed by Tenant, nor shall such consent be deemed a waiver of any then existing default.

Tenant immediately and irrevocably assigns to Landlord as security for Tenant's obligations under this Lease, all rent from any transferee, and Landlord as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's

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obligations under this Lease; except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

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Ninety percent (90%) of all rent received from its transferee in excess of the rent payable by Tenant to Landlord under this Lease is hereby assigned to Landlord and shall be paid to Landlord by Tenant promptly after receipt.

If Tenant consists of more than one person or entity, a purported transfer, voluntary, involuntary, or by operation of law, from one Tenant to the other shall be deemed a voluntary transfer.

Handwritten notes:
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Have 500 members limit 4-5 in voting list
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off
members

If Tenant is a corporation, the stock of which is not traded through an exchange or over the counter, any dissolution, merger, consolidation, or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of more than 50% of the value of the assets of Tenant, shall be deemed a voluntary transfer. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing more than 50% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors.

23. Utilities. Tenant shall pay prior to delinquency all charges for electricity, light and power, water, gas, telephone and all similar charges which may accrue with respect to the Premises during the term of this Lease. Should Tenant fail to so pay any utility charge as required herein, Landlord may, without prejudice to any other right or remedy, pay such charge, and all amounts so advanced by Landlord shall be added to and become a part of the installment of rent next coming due hereunder and shall be so paid by Tenant to Landlord as additional rental.

24. Insolvency of Tenant. This Lease and the interests of Tenant hereunder shall not be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by Tenant, without the written consent of Landlord.

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25. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the term of this Lease and shall not permit the Premises to remain unoccupied except during and for the

purpose of making such repairs or restoration as may become necessary under the provisions hereof.

26. Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

27. Subordination Agreement. Tenant shall, upon Landlord's request, execute an estoppel certificate and any instrument or instruments permitting a mortgage or deed of trust to be placed on the Premises, or any part thereof covered by said mortgage or deed of trust, and subordinating this Lease to said mortgage or deed of trust.

28. Signs. Tenant shall not place nor permit to be placed any sign on the Premises without the prior written approval of Landlord. Such approval shall not be unreasonably withheld. If Tenant installs or permits any signs to be installed on the Premises without first having obtained Landlord's written approval thereof, Landlord may, after giving Tenant three (3) days written notice of its disapproval of any such sign, enter upon the Premises and remove the same at Tenant's expense. Any sign shall be purchased, installed, maintained, and at the end of this Lease, removed by Tenant at Tenant's sole expense.

29. Interpretation. Time is of the essence of this Lease. Paragraph headings do not limit or add to the provisions of this Lease; on the contrary, they are to be disregarded upon any interpretation thereof. The language in all parts of this Lease shall be in all cases construed according to its fair meaning, and not strictly for or against Landlord or Tenant. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided, however, this Lease can be reasonably and equitably continued with the remaining provisions only.

30. Successors and Assigns. This Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto, subject to the provisions herein as to assignment and subletting.

31. Cost of Litigation. If either party is compelled to incur any expenses, including reasonable attorneys' fees, in connection with any action or proceeding instituted by either party by reason of any default or alleged default of the other party hereunder, the party prevailing in such action or proceeding shall be entitled to recover its reasonable expenses from the other party.

32. Quiet Possession. Landlord warrants that Tenant on paying the rental installments and other payments provided for hereby, and on keeping, observing, and performing all the other terms, conditions, and provisions herein contained on the part of Tenant to be kept, observed and performed, shall, during the full Lease term, peaceably and quietly have, hold and enjoy the Premises, subject to the terms, conditions and provisions hereof.

33. Quitclaim Deed. Tenant shall execute and deliver to Landlord on the expiration or termination of this Lease, immediately on Landlord's request, a quitclaim deed to the Premises, in recordable form, designating Landlord as transferee.

34. Relations of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of a joint venture between Landlord and Tenant.

35. Real Estate Brokers; Finders. Tenant represents that it has not had dealings with any real estate broker, finder, or other person, with respect to this Lease in any manner. Tenant shall hold Landlord harmless from all damages resulting from any claims that may be asserted against Landlord by any broker, finder, or other person with whom Tenant has or purportedly has dealt.

36. Reservation. Landlord reserves the right to install one or more conveyor system(s) on the Premises and to use the Premises for right of way purposes for automobiles, trucks and foot traffic. Landlord reserves the right to use and landscape the

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provided doesn't interfere OK

stockpile area in back of the range area of the Premises, as illustrated on the landscape plan attached hereto as Exhibit "B".

37. Tenant Improvements. Tenant acknowledges and agrees that Landlord intends to, and shall have the right to, at Landlord's cost and expense: (a) realign the pistol range presently situated on the Premises so as to cause the line of fire to be parallel, more or less at Landlord's discretion, to the westerly boundary line of the Premises, and (b) remove an area fifty (50) feet in width and parallel to said boundary line from use by the pistol range, all as shown on the landscape plan attached hereto as Exhibit "B". Landlord is hereby authorized to enter upon the Premises, upon reasonable prior notice, to perform the above mentioned realignment and removal.

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OK

38. Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby and no other agreement, statement or promises made by any party hereto or to any employee or agent of any party hereto which is not contained herein shall be binding or valid.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

CALMAT CO.

By _____

By _____

TENANT:

SAN GABRIEL VALLEY GUN CLUB

By _____

By _____

bv/Nicasa/guoclub.doc

LETTER OF TRANSMITTAL

PROJECT: CalMat/Gun Club Lease
 DATE: February 10, 1992
 ATTN: Heeb Bock

TO: San Gabriel Valley Gun Club
Fish Canyon Rd.
Azusa, Calif. 91702

WE ARE SENDING YOU:

- ATTACHED UNDER SEPARATE COVER
 VIA: Hand delivered
 ORIGINALS COPIES
 REPRODUCIBLES LETTER
 PRINTS TEXT
 PHOTOS / SLIDES

TRANSMITTED AS CHECKED BELOW:

- FOR YOUR USE
 AS REQUESTED
 FOR REVIEW & COMMENT
 APPROVED AS SUBMITTED
 APPROVED AS NOTED
 RETURNED FOR CORRECTIONS

COPIES	DATE	DESCRIPTION
1	—	Dealt Lease for signature

REMARKS: Please review and sign/approve at your
February 19, 1992 Board of Director Mtg. CalMat will sign
this lease upon notification that the conveyance easement is
acceptable to the Gun Club.

COPY TO: _____

SIGNED: Thomas W. Jenkins

CalMat Co

3200 San Fernando Rd., Los Angeles, CA 90065 (213) 258-2777
 P.O. Box 3098, San Diego, CA 92103 (619) 298-0551

SGVGC.004862

EXHIBIT B

To: Tom Jenkins

CalMat Co

P. O. BOX 2950, LOS ANGELES, CALIFORNIA 90051 (213) 258-2777
3200 SAN FERNANDO ROAD, LOS ANGELES, CALIFORNIA 90065



March 5, 1992

Robert E. Carter, Esq.
Carter, Mosley & Carlson
301 East Colorado Boulevard, Suite 320
Pasadena, CA 91101

Re: San Gabriel Valley Gun Club Lease

Dear Mr. Carter:

In response to your comments of February 24, I have revised the lease and easement documents. Redline copies are enclosed for your review.

CalMat has attempted to accommodate most of your suggestions, with the exception of the following:

Paragraph 9 - Landlord must have the right to establish reasonable rules and regulations regarding Tenant's permitted use of the Premises. Although I understand your concern regarding this provision, CalMat must have the ability to react to changing circumstances or conditions which are unforeseeable at this time. Tenant's protection is that the rules and regulations must be reasonable.

Paragraph 15 - Landlord must have the right to insist upon Tenant's ongoing performance of the lease terms from any point in time, without the possibility of a claim by Tenant that Landlord has somehow, perhaps even without Landlord's conscious intent to do so, waived a term or condition of the Lease. The use of the phrase "at all times thereafter" protects Tenant from *problem if they* Landlord's attempt to insist upon retroactive performance.

Paragraph 22 - This Lease is being entered into based upon CalMat's relationship with the San Gabriel Valley Gun Club. The rent structure reflects this relationship. The Gun Club should not expect to take advantage of this situation by selling its lease interest. CalMat does not anticipate any assignment by Tenant and will scrutinize any proposed assignment reasonably, but very carefully.

Robert E. Carter, Esq.
March 5, 1992
Page 2



After you have had an opportunity to review the enclosed, please give me a call if you have any further questions or comments.

Very truly yours,

Brian W. Ferris
Brian W. Ferris
Division Counsel

BWF:cek
Enclosures

bw/letters/carter Jr

SGVGC.005139

EXHIBIT C

L E A S E

THIS LEASE (hereinafter called "Lease") is entered into this 20th day of MAY, 1992, by and between CALMAT CO., a Delaware corporation (hereinafter called "Landlord"), and SAN GABRIEL VALLEY GUN CLUB (hereinafter called "Tenant").

RECITALS

A. Landlord is the owner of that certain premises situated in the City of Azusa, County of Los Angeles, State of California, as shown outlined in red on the map attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as the "Premises").

B. Tenant desires to lease from Landlord and Landlord desires to rent to Tenant, the Premises, upon the following terms and conditions.

AGREEMENT

1. Lease. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, for the term and upon the covenants and conditions hereinafter provided, the Premises. Landlord does not lease, but as between Landlord and Tenant specifically hereby reserves to itself, its successors in interest and assigns, all of the oil, gas, hydrocarbonous substances, minerals and mineral rights in and under the land described as the Premises, with the right to explore therefor, sell, lease and/or remove same; provided, however, that Landlord will not do any exploration or other work which will materially affect Tenant's use under this Lease.

2. Term. The term of this Lease shall be ten (10) years commencing on MAY 20,, 1992, and expiring on MAY 20,, 2002.

3. Rental. Tenant agrees to pay Landlord, without abatement, deduction, offset or prior demand, a rental of Five Hundred Forty Dollars (\$540.00) per month, and at such rate as adjusted in accordance with the provisions of paragraph 4, payable

in advance on the first day of each calendar month during the term hereof. Should any rental not be paid when due, it shall bear interest at the maximum rate an individual is permitted by law to charge.

4. Rental Adjustment. The monthly rental rate of \$540.00 shall be adjusted annually on each adjustment date of this Lease ("Adjustment Date") as follows: the basis for computing each adjustment in the monthly rental rate shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles-Anaheim-Riverside Area (Base Year 1982-1984 = 100), published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"), which is published for the month which is three (3) months prior to the month in which the commencement date of this Lease occurs ("Beginning CPI"). The CPI published for the month which is three (3) months prior to the month in which the Adjustment Date in question occurs ("Adjustment CPI") is to be used in determining the amount of the adjustment. The monthly rental rate for each one year period commencing with an Adjustment Date shall be the result of multiplying the sum of \$540.00 by a fraction, the numerator of which is the Adjustment CPI and the denominator of which is the Beginning CPI, provided however, in no event shall the monthly rental rate be reduced below the monthly rental rate payable during the immediately preceding period. Should said Bureau discontinue the publication of the CPI, or publish the same less frequently, or alter the same in some other manner, then Landlord may adopt a substitute index or substitute procedure which reasonably reflects and monitors consumer prices.

5. Rent Abatement. Rent for the first twenty-four (24) months of the Lease term shall be abated, subject to recapture upon Tenant's vacation of the Premises before the end of the Lease term in connection with a Lease default.

6. Security Deposit. As security for the faithful performance of the terms, covenants and conditions of this Lease, as well as to indemnify Landlord to the extent thereof for any damages, costs, expenses or attorneys' fees which Landlord may incur by reason of any default by Tenant under any of the terms,

covenants and conditions of this Lease, Tenant hereby deposits with Landlord the sum of \$540.00 which sum shall be paid by Tenant to Landlord upon execution of this Lease. If Tenant shall not be in default hereunder on the expiration or termination of the Lease, Landlord shall promptly repay to Tenant the then balance of said security deposit. In the event that Tenant shall be in default hereunder, on or at any time prior to the expiration or termination of this Lease, Landlord may apply the security deposit in payment of its costs, expenses and attorneys' fees in enforcing the terms hereof, and/or in payment of any damages suffered by Landlord; provided, however, that nothing herein contained shall be construed to mean that the recovery of damages by Landlord against Tenant shall be limited to the amount of the security deposit. In the event that any portion or all of the security deposit is applied as aforesaid during the term hereof, then Tenant shall deposit with Landlord additional amounts so that the security deposit in the possession of Landlord shall be restored to the aforementioned required amount.

7. Improvements to the Premises. Tenant leases the Premises in an "as is" condition. Tenant's entry into possession of the Premises shall be deemed it's acceptance of the condition of the Premises. Tenant shall not construct additional improvements to the Premises without Landlord's prior written approval. Such approval shall not be unreasonably withheld; provided, however, that construction of improvements, including delivery of materials to be used for the construction, shall not commence until after Landlord has received notice from Tenant stating the date on which the construction is to commence, so as to enable Landlord to post and record an appropriate notice of nonresponsibility, and provided further that said improvements and construction thereof comply fully with all laws, ordinances and governmental regulations applicable thereto. Title to all improvements made at Tenant's expense shall remain in Tenant until the expiration or termination of this Lease. Tenant shall not remove any improvements made by it and upon expiration or termination of this Lease, title to such improvements shall forthwith vest in Landlord; provided, however,

that Landlord in its discretion may, by written notice to Tenant, require Tenant to remove any improvements made by Tenant on or before the date of expiration or termination, even though under the terms of this paragraph such improvements would otherwise become the property of Landlord.

8. Taxes and Assessments. Tenant shall pay or cause to be paid before delinquency all personal property taxes and all taxes levied or assessed on account of any property in, on, or attached to the Premises, including without limitation property installed by or for Tenant, regardless of how, or to whom such taxes are assessed and whether such property so installed is assessed as personal property or as a part of the real property.

Also, Tenant shall pay to Landlord as additional rental within thirty (30) days after receipt of written statement from Landlord setting forth the amount thereof, the amount of all real estate taxes, or any other form of assessment, including without limitation license taxes, commercial rental taxes, levies, charges, penalties, or similar imposition, imposed by any authority having the direct power to tax, including any city, county, State or federal government, or any school, agricultural, lighting, drainage or other improvement or special assessment district thereof, as against any legal or equitable interest of Landlord in the Premises, for a period within the term hereof. Without limiting the generality of the foregoing, the aforementioned taxes and assessments shall include: any tax on Landlord's right to rents or other income from the Premises or as against Landlord's business of leasing the Premises; any assessment, tax, fee, levy or charge in substitution, partially or totally, of any assessment, tax, fee, levy or charge previously included within the definition of real property tax, it being acknowledged that Proposition 13 was adopted by the voters of the State of California in the June 1978 election and that assessments, taxes, fees, levies and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, refuse removal and for other governmental services formerly provided without charge to property owners or occupants; and any assessment, tax,

fee, levy, or charge allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross receipts tax or excise tax levied by the State, city, or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof. Tenant shall bear any business tax imposed upon Landlord by the State of California or any political subdivision thereof which is based or measured in whole or in part by amounts charged or received by the Landlord under this Lease, excluding State Franchise Taxes and Federal Income Taxes.

9. Use of Premises. Tenant agrees that the Premises shall not be used for any purpose except as a pistol, rifle and trap and skeet range. Tenant may operate as a private club, however, the facilities on the Premises must also be open to the public. Tenant agrees, at its own cost and expense, to comply with all laws, rules, regulations, ordinances and statutes of any and all municipal, county, State and federal authorities which are now in effect or which may hereafter become effective pertaining to the use of the Premises and its occupancy by Tenant. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance. Tenant shall not occupy or use the Premises during the term of this Lease in such a manner as to interfere with the use or occupancy of any property adjacent to the Premises, or to interfere with the use of the Premises or any part thereof after termination of this Lease. Landlord makes no warranty or representation as to the suitability of the Premises for the use herein stated or any use. In the event of any new, changed, or unforeseen circumstances, Landlord shall have the right to establish reasonable rules and regulations regarding Tenant's permitted use of the Premises, excluding rules or regulations regarding the type or size of ammunition or shot, and Tenant agrees to observe all such reasonable rules and regulations. Except for ammunition, propellant powder, normal gun cleaning solvents, diesel

fuel in safety cans, and fuel in vehicle fuel tanks, all of which shall at all times be stored, handled, used and disposed of in strict accordance with all applicable laws and regulations, Tenant shall not cause or permit any "Hazardous Material" (as hereinafter defined) to be brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors or invitees. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local authority, the State of California or the United States Government.

10. Maintenance and Repair. Tenant shall at its own expense maintain and keep the Premises in good repair and condition throughout the term hereof and shall pay all costs of operation and maintenance on the Premises whether ordinary or extraordinary and foreseen or unforeseen, including but not limited to all costs incurred due to the negligence, carelessness, misconduct or fault of Tenant or its agents, licensees, or invitees. Landlord shall not be required to make any improvements, alterations, changes, additions, repairs or replacements whatsoever in or to the Premises. Tenant waives all provisions of law, including but not limited to Civil Code §§1941 and 1942, with respect to Landlord's obligations for tenantability of the Premises and Tenant's right to make repairs and deduct the cost of such repairs from rent. Should Tenant at any time during the term hereof fail to keep the Premises or the appurtenances thereof in good condition, order, or repair as required, Landlord or its agents may enter the Premises to perform maintenance or make repairs and the cost of same shall be added to and become a part of the installment of rent next coming due hereunder and shall be so paid by Tenant to Landlord as additional rental.

Upon the expiration of this Lease or upon any termination herein provided, Tenant shall at its sole cost and expense remove from the Premises all Tenant's personal property, and clean up and remove from the Premises all rubbish and debris and turn over the Premises to Landlord in good order and in a safe, sanitary condition. Should Tenant fail to do so, Landlord may at its option

make those removals required above or do such work as shall be required to return the Premises to an orderly and safe, sanitary condition and the cost thereof to Landlord shall be immediately repaid by Tenant to Landlord.

11. Damage or Destruction. If the Premises or any portion thereof shall be destroyed or damaged by any causes whatsoever, the following provisions shall apply:

(a) If the damage and repair thereof is of such nature and extent as not to interfere substantially with the use of the Premises by Tenant, this Lease shall remain in effect and there shall be no abatement of rent.

(b) If the damage or repair thereof is of such nature and extent as to interfere substantially with, or prevent, the use of the Premises by Tenant, this Lease shall remain in effect and there shall be no abatement of rent if Tenant is responsible for such repair. If Landlord is responsible for repair thereof, Landlord may, in its sole and absolute discretion, terminate this Lease and all obligations thereafter accruing hereunder shall terminate, or, in its sole and absolute discretion, Landlord may continue this Lease in effect, provided however that Tenant's use of the Premises and the rental due hereunder shall be suspended for the period of restoration, commencing from the date on which Tenant gives Landlord written notice of such damage.

In no event shall Landlord be required to restore the Premises. Tenant waives the provisions of Civil Code §§1932(2) and 1933(4) and any successor provisions of law with respect to damage or destruction of the Premises.

12. Landlord's Entry. Landlord or its agents shall at all reasonable times have the right to enter the Premises and any structures thereon for the purpose of examination and inspection, or making repairs at Tenant's expense which Tenant has failed to make, or exercising any of the rights of Landlord under this Lease, or for posting notices required or permitted by law. Landlord reserves the right of entry to show the Premises to prospective brokers, agents, tenants or purchasers and to place and maintain

"For Rent", "For Lease" or "For Sale" signs in one or more conspicuous places on the Premises.

13. Safety. Tenant shall adopt whatever measures may be necessary for properly policing the Premises and maintaining reasonable standards of safety and for the prevention of dumping or similar activities on the Premises. Tenant shall adopt, and at all times operate under and enforce written rules and procedures for use of the Premises concerning, without limitation, eye and ear protection and general safety routine. Proposed rules and procedures shall be submitted to Landlord prior to the commencement date of this Lease. Tenant's use of the Premises shall not commence under this Lease until Landlord has approved the proposed rules and procedures, which approval shall not be unreasonably withheld. All changes and modifications to such approved rules and procedures shall likewise be approved by Landlord before implementation.

Tenant agrees at all times during the term of the Lease that it will be its sole responsibility to assure compliance with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C. §651 et seq., the California Occupational Health and Safety Act of 1973, Labor Code §6300 et seq., and the Federal Mine Safety and Health Act of 1977, 30 U.S.C. §801 et seq., (referred to hereinafter as "the Acts"), to the extent that the Acts apply to the Premises and any activities thereon. Without limiting the foregoing, Tenant agrees to maintain all working areas, all machinery, structures, electrical facilities and the like upon the Premises in a condition that fully complies with the requirements of the Acts, including such requirements as would be applicable with respect to agents, employees or contractors of Landlord who may from time to time be present upon the Premises. Without limitation, Tenant agrees to indemnify and hold harmless Landlord from any liability, claims or damages arising as a result of a breach of the foregoing agreement and from all costs, expenses and charges arising therefrom, including, without limitation, attorneys' fees and court costs incurred by Landlord in connection therewith.

14. Condemnation. If all the Premises, or such a portion thereof as to leave the remainder unusable by Tenant for its intended use hereunder, shall be appropriated or taken by any governmental authority under eminent domain proceedings or otherwise (which taking shall include a sale by Landlord to any governmental authority, either after an action is filed or while under the threat of a taking), then this Lease shall terminate at the time of actual physical taking of possession by such governmental authority, and Landlord and Tenant shall thereupon be released from all liabilities thereafter accrued under this Lease.

In the event that any portion of the Premises is so taken, and the remaining portion is still usable to Tenant for its intended use hereunder, then this Lease shall remain in full force and effect as to such remaining portion, and there shall be a proportionate abatement of rent based upon the impairment to Tenant's use of the Premises arising from the taking when compared with Tenant's use prior to the taking.

In the event of any such taking, neither this Lease nor the leasehold interest created herein shall be an asset of Tenant, and Landlord shall be entitled to receive the entire award or compensation arising from the taking; provided, however, that Tenant shall be entitled to receive any amount awarded as compensation for the taking of fixtures and equipment owned by Tenant and which would not, by the terms of this Lease, become property of the Landlord.

15. Consents and Waivers. The giving of any consent, or the waiver of any requirement of its consent, hereunder by Landlord or the breach by Tenant of any provisions requiring such consent of Landlord, shall not annul or render inoperative any provisions hereof requiring such consent. No consent given by Landlord to any act or omission of Tenant shall be construed as a consent to any other or further or different act or omission. No act or omission, acquiescence or forgiveness by Landlord of any failure by Tenant to perform any terms or conditions of this Lease shall be deemed or construed to be a waiver by Landlord of the right, at all times thereafter, to insist upon the full and complete performance by

Tenant of the terms and conditions of this Lease, unless a written amendment to this Lease setting forth the change is executed by both Landlord and Tenant. The acceptance of rent hereunder by Landlord shall not be deemed a waiver of any breach hereunder by Tenant other than the failure to pay the particular rental so accepted. No waiver by Landlord of any breach by Tenant hereunder shall constitute a waiver of any other breach of Tenant, regardless of knowledge of Landlord thereof. The rights and remedies of Landlord hereunder are cumulative and shall not be deemed to be exclusive of any other remedy or right conferred by law, and the exercise by Landlord of any right or remedy (whether conferred hereby or conferred by law) shall not impair Landlord's right to exercise any other right or remedy.

16. Liens. Tenant agrees to pay any and all liens and claims that may be asserted or claimed against the Premises by reason of anything done or ordered to be done by Tenant in, on, or about the Premises and that if any such lien shall be asserted against the Premises or if any execution or judgment against Tenant upon any claim, suit or proceeding against Tenant shall be levied against the Premises or against any interest therein, then Tenant within thirty (30) days after the same shall have been levied, shall cause the same to be discharged or paid or make adequate provisions satisfactory to Landlord for the payment, satisfaction, or discharge of the same; provided, however, that nothing herein contained shall be construed so as to prevent Tenant from contesting in good faith the legality of any such lien, claim or levy, provided that Tenant furnish to the Landlord a good and sufficient bond in an amount and in form and with surety satisfactory to the Landlord fully protecting Landlord against any loss, damage, costs or expense arising by reason of any such lien, claim or levy pending the final determination thereof.

17. Indemnification and Exculpation of Landlord. Tenant shall indemnify and defend Landlord and save him harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, bodily injury or damage to property arising from or out of any occurrence in, upon or at

the Premises or the improvements, or the occupancy or use by Tenant of the Premises or the improvements or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees or servants, except to the extent such loss of life, bodily injury or damage to property is caused by the active negligence or wilful misconduct of Landlord.

Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause whatsoever except to the extent such damage is caused by the active negligence or wilful misconduct of Landlord. Except as otherwise set forth in this paragraph 17, Landlord shall not be liable to Tenant or any other person for any damage caused or contributed to by the condition of the Premises or any failure to repair same, or by the making of any repairs, alterations, or additions thereto. Tenant waives all claims against Landlord for damage to person or property arising for any reason except to the extent claims arise from the active negligence or wilful misconduct of Landlord.

18. Insurance. Tenant shall keep in full force and effect during the term of this Lease, Worker's Compensation Insurance covering all employees of Tenant with a waiver of subrogation as to Landlord and comprehensive general liability and property damage insurance covering all its operations on or related to the Premises. The limits of such comprehensive general liability and property damage insurance shall not be less than Two Million Dollars (\$2,000,000.00) combined single limit. All such comprehensive general liability and property damage policies shall be procured and maintained through an insurance broker and company acceptable to Landlord (which acceptance shall not be unreasonably withheld), shall name Landlord as an additional insured, shall provide for at least thirty (30) days prior written notice to Landlord of cancellation or termination, and, if obtainable from Tenant's insurance carrier, shall contain cross-liability endorsements in substantially the following form:

"The inclusion of more than one corporation, person, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such corporation, person, organization, firm or entity either as respects any claim, demand, suit or judgment made, or

brought by, or in favor of any other insured,
or by or in favor of any employee of such other
insured."

Certified copies of such insurance policies or certificates evidencing such insurance shall at all times be supplied to Landlord. Tenant shall immediately notify Landlord of any lapse, termination or cancellation, actual or contemplated, of such policies. Insurance requirements shall be subject to reasonable revision by Landlord in the event Tenant's activities change to such an extent as to make additional protection necessary.

19. Default. If one or more of the following events shall occur:

(a) Tenant shall default in the payment of rent or in the payment of any sum due and owing by Tenant to Landlord and shall fail to rectify said default within three (3) days after being served with written notice thereof by Landlord;

(b) Tenant shall make an assignment for the benefit of creditors;

(c) Tenant shall file a petition or answer seeking reorganization or arrangement under any laws of the United States relating to bankruptcy or any other applicable statute;

(d) An attachment or execution shall be levied upon Tenant's property or interest under this Lease, and shall not be satisfied or released within thirty (30) days thereafter unless Tenant protects Landlord by bond or other security acceptable to Landlord;

(e) An involuntary petition in bankruptcy shall be filed against Tenant, or receiver or trustee for all or any part of property of Tenant under this Lease shall be appointed by any court, and such petition shall not be withdrawn, dismissed or discharged, or such receiver or trustee removed, within sixty (60) days from filing or appointment thereof; or

(f) Default shall be made in the performance or observance of any other covenant, agreement, obligation, provisions or condition to be performed or kept by Tenant under the terms and provisions of this Lease and such default shall continue for thirty (30) days after written notice thereof given by Landlord to Tenant,

unless such default is other than in the payment of money, cannot reasonably be cured within such thirty (30) days, and Tenant commences to cure the same within such thirty (30) days and thereafter prosecutes the effort to cure the same diligently to completion;

Then, and in any or either of such events Landlord may, at its option, terminate this Lease by serving written notice thereof on Tenant, and, with or without process of law, re-enter and take complete possession of the Premises, and with or without process of law remove all persons therefrom, and all right, title and interest of the Tenant, in and to the Premises shall immediately thereupon cease and terminate, and Tenant hereby covenants in such event to peacefully and quietly yield up and surrender said Premises to Landlord, remove from the Premises all Tenant's personal property, and clean up and remove all rubbish and debris, and restore and leave the Premises in an orderly, safe and sanitary condition, and to execute and deliver to Landlord such instrument or instruments as will properly evidence termination of its rights hereunder and its interest herein as shall be required by Landlord. Upon such termination, Landlord may recover from Tenant:

(i) The worth at the time of award of the unpaid rent which had been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Tenant proves could be reasonably avoided; and

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by

Tenant's failure to perform his obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in subparagraphs (i) and (ii) of this paragraph is computed by allowing interest at the maximum rate an individual is permitted by law to charge. The worth at the time of award of the amount referred to in subparagraph (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

Even though Tenant may be in default under this Lease and has abandoned the Premises, Landlord may continue the Lease in effect for so long as Landlord does not terminate the Tenant's right to possession, and Landlord may enforce all his rights and remedies under this Lease, including the right to recover the rentals as they become due under the Lease. Landlord shall not be deemed to have terminated this Lease by his acts of maintenance or preservation or efforts to relet the Premises, the appointment of a receiver on initiation of Landlord to protect its interest under this Lease, or by any action in unlawful detainer, unless Landlord notifies Tenant in writing that he has elected to terminate the Lease, and Tenant further covenants that service by Landlord of any notice pursuant to the unlawful detainer statutes and the surrender of possession by Tenant pursuant to such notice shall not, unless Landlord elects to the contrary in writing at the time of, or at any time subsequent to the service of such notice, be deemed to be a termination of this Lease.

20. Holding Over. Should Tenant hold over or continue in possession of the Premises after the term hereof, with the consent of Landlord thereto, either expressed or implied, such holding over shall be a tenancy from month to month subject to all the terms of this Lease pertaining to the obligations of Tenant.

21. Notices. Whenever in this Lease it shall be required that notice or demand be given or served by either party to this Lease, such notice or demand shall be in writing and shall

be delivered personally or forwarded by certified mail, postage prepaid, addressed as follows:

To Landlord: CalMat Co.
13139 Ramona Boulevard, Suite G
Irwindale, CA 91706-3797
Attn: Property Manager

To Tenant: San Gabriel Valley Gun Club
4001 Fish Canyon Boulevard
Duarte, CA 91010

or elsewhere, as the respective parties hereto may from time to time designate in writing. Any notice given by certified mail shall be deemed to have been given not later than forty-eight (48) hours after having been deposited in the United States mail.

22. Assignment and Subletting. Tenant shall not voluntarily or by operation of law assign, sublet or otherwise encumber (which term without limitation shall include the granting of concessions or licenses) the whole or any part of the Premises without in each instance first having received the expressed written consent of Landlord, which shall not be unreasonably withheld. Any assignment, sublease, or encumbrance (which terms are hereinafter collectively designated as a "transfer") made without the prior written consent of Landlord shall be void and of no force and effect. No consent to any transfer shall constitute a further waiver of the provisions of this paragraph.

Landlord hereby consents to the concession currently granted without written agreement by Tenant to Frank Ruiz, Mark Ruiz and Doug Level, dba the Gun Club Restaurant, for operation of a short order restaurant on the Premises, provided however Landlord reserves the right to review and approve or disapprove any written agreement for such concession; such approval shall not be unreasonably withheld.

As a precondition to Landlord's consideration for approval of any proposed transfer, Tenant shall submit to Landlord in writing:

- (a) The name and legal composition of the proposed transferee;
- (b) The proposed transferee's intended use of the Premises, which shall not be other than the specific use authorized by this Lease;

(c) Such information as to the proposed transferee's financial responsibility, business experience, and standing as Landlord may reasonably require;

(d) A written consent of the proposed transferee to all the terms and conditions of this Lease and said transferee's consent to the incorporation of the terms and conditions of this Lease into any document of transfer; and

(e) All of the terms and conditions upon which the proposed transfer is to be made.

No transfer permitted by Landlord shall relieve Tenant of its obligation to pay rent and to perform all of the other obligations to be performed by Tenant hereunder. Before any such transfer permitted by the terms of this Lease become effective for any purpose, transferees must in writing assume all of the obligations of this Lease and agree to be bound by all the terms of this Lease without in any way limiting or relinquishing or discharging the original Tenant from any liability under any provisions of this Lease on account of such transfers. Acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver of this provision or of any provision of this Lease.

In the event of default by any transferee or Tenant or any successor of Tenant, in the performance of any of the terms of this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said transferee. Landlord may consent to subsequent transfers of this Lease or amendments or modifications to this Lease with transferees of Tenant without notifying Tenant or any successor of Tenant and without obtaining its or their consent thereto and such action shall not relieve the Tenant or Tenant's successor of liability under this Lease. Notwithstanding any transfer, or any indulgences, waivers or extensions of time granted by Landlord to any transferee, or failure by Landlord to take action against any transferee, Tenant waives notice of any default of any transferee and agrees that Landlord may at its option proceed against Tenant without having taken action against or joined such transferee,

except that Tenant shall have the benefit of any indulgences, waivers and extensions of time granted to any such transferee. Landlord's written consent to any transfer by Tenant shall not constitute an acknowledgement that no default then exists under this Lease of the obligations to be performed by Tenant, nor shall such consent be deemed a waiver of any then existing default.

Tenant immediately and irrevocably assigns to Landlord as security for Tenant's obligations under this Lease, all rent from any transferee, and Landlord as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease; except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

Except for short order restaurant concession, ninety percent (90%) of all rent received from Tenant's transferee in excess of the rent payable by Tenant to Landlord under this Lease is hereby assigned to Landlord and shall be paid to Landlord by Tenant promptly after receipt.

If Tenant consists of more than one person or entity, a purported transfer, voluntary, involuntary, or by operation of law, from one Tenant to the other shall be deemed a voluntary transfer.

If Tenant is a corporation, the stock of which is not traded through an exchange or over the counter, any dissolution, merger, consolidation, or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of more than 50% of the value of the assets of Tenant, shall be deemed a voluntary transfer. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing more than 50% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors.

Notwithstanding the provisions regarding the transfer of corporate stock, a change in the membership of the Tenant as the result of normal terminations and issuances of memberships in the course of

the normal activities of the Tenant will not be considered in determining whether there has been a transfer of the Lease.

23. Utilities. Tenant shall pay prior to delinquency all charges for electricity, light and power, water, gas, telephone and all similar charges which may accrue with respect to the Premises during the term of this Lease. Should Tenant fail to so pay any utility charge as required herein, Landlord may, without prejudice to any other right or remedy, pay such charge, and all amounts so advanced by Landlord shall be added to and become a part of the installment of rent next coming due hereunder and shall be so paid by Tenant to Landlord as additional rental.

24. Insolvency of Tenant. This Lease and the interests of Tenant hereunder shall not be subject to garnishment or sale under execution in any suit or proceeding which may be brought against or by Tenant, without the written consent of Landlord.

25. Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

26. Subordination Agreement. Tenant shall, upon Landlord's request, execute an estoppel certificate and any instrument or instruments permitting a mortgage or deed of trust to be placed on the Premises, or any part thereof covered by said mortgage or deed of trust, and subordinating this Lease to said mortgage or deed of trust.

27. Signs. Tenant shall not place nor permit to be placed any sign on the Premises without the prior written approval of Landlord. Such approval shall not be unreasonably withheld. If Tenant installs or permits any signs to be installed on the Premises without first having obtained Landlord's written approval thereof, Landlord may, after giving Tenant three (3) days written notice of its disapproval of any such sign, enter upon the Premises and remove the same at Tenant's expense. Any sign shall be purchased, installed, maintained, and at the end of this Lease, removed by Tenant at Tenant's sole expense.

28. Interpretation. Time is of the essence of this Lease. Paragraph headings do not limit or add to the provisions of this Lease; on the contrary, they are to be disregarded upon any interpretation thereof. The language in all parts of this Lease shall be in all cases construed according to its fair meaning, and not strictly for or against Landlord or Tenant. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby; provided, however, this Lease can be reasonably and equitably continued with the remaining provisions only.

29. Successors and Assigns. This Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto, subject to the provisions herein as to assignment and subletting.

30. Cost of Litigation. If either party is compelled to incur any expenses, including reasonable attorneys' fees, in connection with any action or proceeding instituted by either party by reason of any default or alleged default of the other party hereunder, the party prevailing in such action or proceeding shall be entitled to recover its reasonable expenses from the other party.

31. Quiet Possession. Landlord warrants that Tenant on paying the rental installments and other payments provided for hereby, and on keeping, observing, and performing all the other terms, conditions, and provisions herein contained on the part of Tenant to be kept, observed and performed, shall, during the full Lease term, peaceably and quietly have, hold and enjoy the Premises, subject to the terms, conditions and provisions hereof.

32. Quitclaim Deed. Tenant shall execute and deliver to Landlord on the expiration or termination of this Lease, immediately on Landlord's request, a quitclaim deed to the Premises, in recordable form, designating Landlord as transferee.

33. Relations of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any

third person to create the relationship of principal and agent or of partnership or of a joint venture between Landlord and Tenant.

34. Real Estate Brokers; Finders. Tenant represents that it has not had dealings with any real estate broker, finder, or other person, with respect to this Lease in any manner. Tenant shall hold Landlord harmless from all damages resulting from any claims that may be asserted against Landlord by any broker, finder, or other person with whom Tenant has or purportedly has dealt.

35. Reservation. Landlord reserves the right to install one or more conveyor system(s) on the Premises and to use the Premises for right of way purposes for automobiles, trucks and foot traffic provided such installation and use does not unreasonably interfere with Tenant's use of the Premises. Landlord reserves the right to use and landscape the stockpile area in back of the range area of the Premises, as illustrated on the landscape plan attached hereto as Exhibit "B".

36. Tenant Improvements. Tenant acknowledges and agrees that Landlord intends to, and shall have the right to, at Landlord's cost and expense: (a) realign the pistol range presently situated on the Premises so as to cause the line of fire to be parallel, more or less at Landlord's discretion, to the westerly boundary line of the Premises, and (b) remove an area fifty (50) feet in width and parallel to said boundary line from use by the pistol range, all as shown on the landscape plan attached hereto as Exhibit "B". Landlord is hereby authorized to enter upon the Premises, upon reasonable prior notice, to perform the above mentioned realignment and removal.

37. Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby and no other agreement, statement or promises made by any party hereto or to any employee or agent of any party hereto which is not contained herein shall be binding or valid.

////

IN WITNESS WHEREOF, Landlord and Tenant have executed
this Lease as of the day and year first above written.

LANDLORD:

CALMAT CO.

BY *[Signature]*

BY *[Signature]*

Asst. Secretary

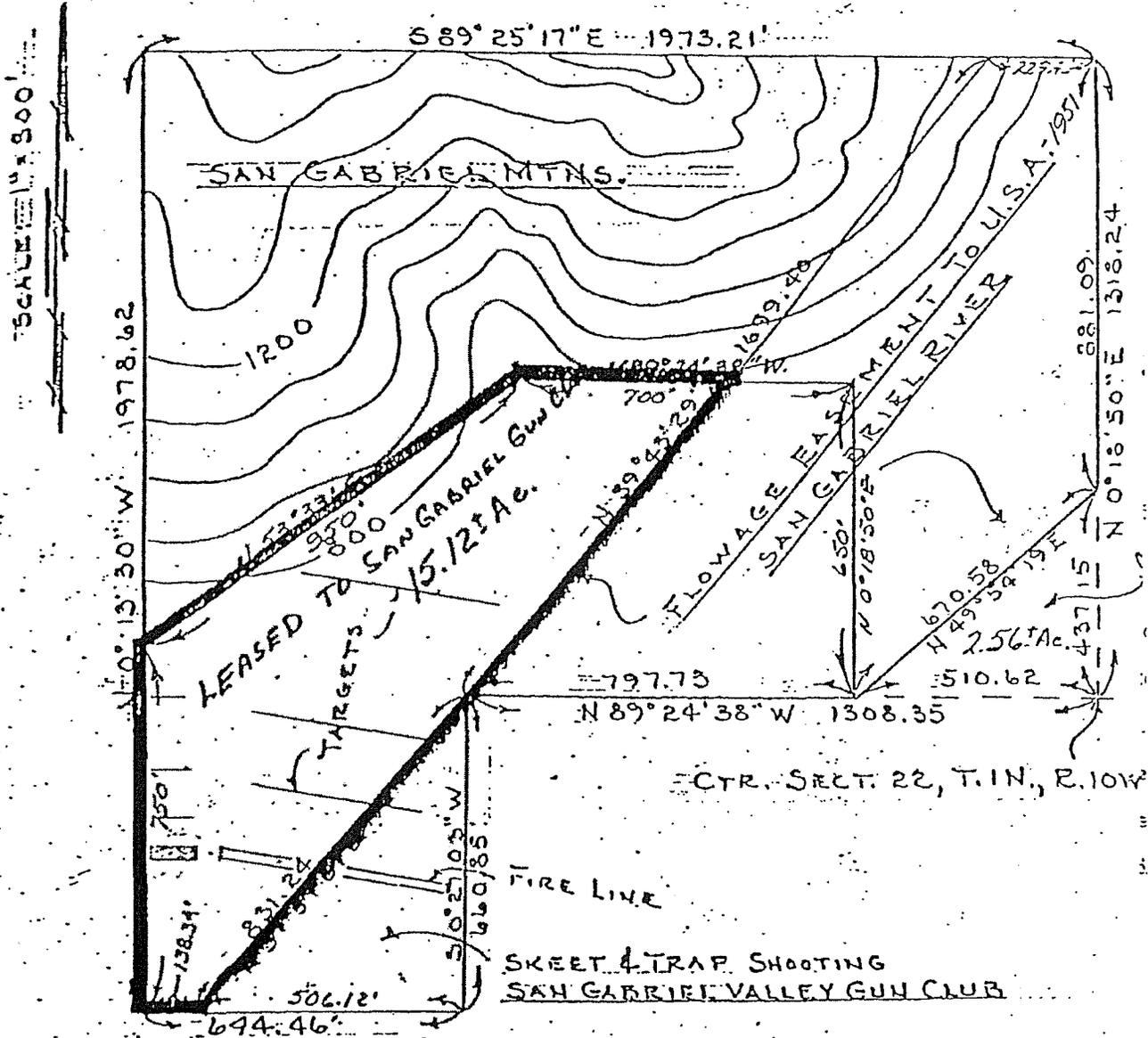
TENANT:

SAN GABRIEL VALLEY GUN CLUB

BY *[Signature]*

BY *[Signature]*

bv712a2e/gunclub2.doc



70.07± Ac.	ORIG. PARCEL	<u>CONSOLIDATED ROCK PRODUCTS</u>
2.56± Ac.	CONDEMNED 1951-U.S.A.	
1.55± Ac.	CONDEMNED IN FEE 1968-69	2730 So. Alameda St. L.A. Calif.
42.96± Ac.	REMAINING	<u>FISH CANYON PROPERTY</u>

PLOT PLAN

12-11-59. SC
REV 6-15-70 - GHW.

EXHIBIT 'A'

PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I, Christina Sanchez, am employed in the City of Long Beach, Los Angeles County, California. I am over the age eighteen (18) years and am not a party to the within action. My business address is 180 E. Ocean Boulevard, Suite 200, Long Beach, California 90802.

On April 18, 2012, I served the foregoing document(s) described as

**REQUESTS FOR ADMISSIONS, SET ONE, PROPOUNDED ON PLAINTIFF CALMAT
CO. DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION**

on the interested parties in this action by placing

the original

a true and correct copy

thereof enclosed in sealed envelope(s) addressed as follows:

Kenneth A. Ehrlich
Paul A. Kroeger
Jeffer, Mangels, Butler & Mitchell, LLP
1900 Avenue of the Stars, Seventh Floor
Los Angeles, CA 90067-4308

X (BY MAIL) As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under the practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Long Beach, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date is more than one day after date of deposit for mailing an affidavit.

Executed on April 18, 2012, at Long Beach, California.

 (VIA OVERNIGHT MAIL) As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for overnight delivery by UPS/FED-EX. Under the practice it would be deposited with a facility regularly maintained by UPS/FED-EX for receipt on the same day in the ordinary course of business. Such envelope was sealed and placed for collection and delivery by UPS/FED-EX with delivery fees paid or provided for in accordance with ordinary business practices.

Executed on April 18, 2012, at Long Beach, California.

 (PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the addressee.

Executed on April 18, 2012, at Long Beach, California.

X (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

 (FEDERAL) I declare that I am employed in the office of the member of the bar of this court at whose direction the service was made.


CHRISTINA SANCHEZ

EXHIBIT 2

1 JEFFER MANGELS BUTLER & MITCHELL LLP
KENNETH A. EHRLICH (Bar No. 150570)
2 KEhrlich@jmbm.com
ELIZABETH A. CULLEY (Bar No. 258250)
3 ECulley@jmbm.com
1900 Avenue of the Stars, Seventh Floor
4 Los Angeles, California 90067-4308
Telephone: (310) 203-8080
5 Facsimile: (310) 203-0567

6 Attorneys for Plaintiff CALMAT CO. dba VULCAN
MATERIALS COMPANY, WESTERN DIVISION
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10

11 CALMAT CO. dba VULCAN MATERIALS
12 COMPANY, WESTERN DIVISION, a
Delaware Corporation,

13 Plaintiff,
14

15 v.

16 SAN GABRIEL VALLEY GUN CLUB, a non-
profit California Corporation; and DOES 1-
1000, inclusive,
17

18 Defendants.
19
20
21
22

CASE NO. KC062582J

**RESPONSES TO REQUESTS FOR
ADMISSIONS, SET ONE, PROPOUNDED
ON PLAINTIFF CALMAT CO. DBA
VULCAN MATERIALS COMPANY,
WESTERN DIVISION**

23
24 PROPOUNDING PARTY: DEFENDANT SAN GABRIEL VALLEY GUN CLUB

25 RESPONDING PARTY: PLAINTIFF VULCAN MATERIALS COMPANY

26 SET NO.: ONE
27
28

1 Pursuant to section 2033.210 of the California Code of Civil Procedure, Plaintiff Calmat Co.
2 dba Vulcan Materials Company, Western Division ("Vulcan") hereby responds and objects to
3 Defendant San Gabriel Valley Gun Club's (the "Gun Club") Requests for Admission Set No. One.

4 **PRELIMINARY STATEMENT**

5 1. Vulcan has not yet completed its investigation or preparation of this case for trial.
6 Accordingly, the responses set forth herein are given without prejudice to its right to supplement,
7 amend, add to, or otherwise modify these responses with information discovered subsequent to the
8 date of these responses. The information herein set forth is true and correct to the best of Vulcan's
9 knowledge at this particular time, and is subject to correction for inadvertent errors or omissions if
10 errors or omissions shall be found to exist. These responses are based upon writings and
11 information presently available and known to Vulcan.

12 2. These same parties litigated certain of the same issues involved in the instant matter
13 in federal court for more than two years, Calmat v. San Gabriel Valley Gun Club, USDC Case No.
14 5:08-cv-01198-JLQ ("Federal Litigation"). The parties conducted over 25 depositions and
15 completed extensive written discovery, including expert discovery, in the Federal Litigation. At the
16 Case Management Conference in the instant state court matter, Vulcan offered a stipulation to allow
17 the parties to use all of the discovery completed in the Federal Litigation for all purposes in the
18 current state court litigation. Defendant rejected this stipulation. Subsequently, Defendant served
19 the instant discovery, which seeks information and/or admissions on literally more than one-
20 hundred and thirty (130) separate form interrogatories and requests for admission. Many, if not all,
21 of the written discovery requests seek information already produced in the Federal Litigation. This
22 effort by Defendant is redundant at best and punitive at worst. The current discovery constitutes an
23 abuse of the discovery process.

24 3. Vulcan reserves the right to introduce at trial any and all documents and/or
25 information heretofore or hereafter produced by the parties in this action or by any third person that
26 supports or tends to support its contentions at trial or in support of or in opposition to any motion in
27 this case. To the extent that Vulcan identifies certain documents or delineates facts contained
28 within any document or otherwise, it does so without prejudice to establish at a later date any

1 additional facts that may be contained within or discovered as a result of subsequent review of such
2 document or as a result of any additional investigation and discovery.

3 4. Inadvertent identification or production of documents or information by Vulcan does
4 not constitute a waiver of any applicable privilege, nor does identification or production of any
5 documents or information waive any objection, including relevancy, to the admission of such
6 document or information in evidence. These responses are made solely for the purpose of this
7 action. Vulcan does not waive the right to object to the admissibility into evidence of any
8 documents or information provided in response to these requests. Vulcan further does not waive the
9 right to raise any question of authenticity, relevancy, materiality and/or privilege for any purpose
10 with regard to the documents or information provided in response to these requests, which may
11 arise in any subsequent proceeding and/or the trial of this or any other action. The assertion by
12 Vulcan of any general or specific objection is not a waiver of any other objection that might be
13 applicable or become so at some future time.

14 GENERAL OBJECTIONS

15 1. Vulcan generally objects to the Requests to the extent the information sought is
16 protected from disclosure by the attorney/client privilege, attorney work product doctrine, or any
17 other applicable privilege or protection from disclosure.

18 2. Vulcan generally objects to the Requests to the extent that they seek information
19 neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery
20 of admissible evidence.

21 3. Vulcan generally objects to the Requests to the extent that they seek information that
22 is confidential, proprietary or subject to its or third parties' rights of privacy.

23 4. Vulcan generally objects to the Requests to the extent they seek information of a
24 financial, business or legal nature of third parties as to whom Defendant is under a duty to maintain
25 such information's confidentiality.

26 5. Vulcan generally objects to the Requests' use of defined terms on the grounds that
27 they are overly broad, unduly burdensome and oppressive, not limited as to time or scope, and seek
28 information which is not material, relevant, reasonably calculated to lead to relevant information

1 and/or unnecessary to this proceeding.

2 6. Vulcan generally objects to the Requests as overbroad and unduly burdensome to the
3 extent they purport to seek information not within its possession, custody or control.

4 7. Vulcan generally objects to the Requests to the extent they seek to impose
5 obligations on Vulcan in excess of what is required by the Code of Civil Procedure, the California
6 Rules of Court, Local Rules of the Los Angeles County Superior Court, or any other applicable
7 rules of procedure.

8 8. Vulcan objects to the Requests for Admissions pursuant to Code of Civil Procedure §
9 2033.030 to the extent that they exceed the limit of 35 interrogatories set forth in Code of Civil
10 Procedure § 2030.030 on the grounds that Defendants have failed to establish a sufficient cause to
11 propound a greater number.

12 9. Vulcan hereby incorporates its Preliminary Statement and General Objections into
13 each of the following individual responses to the Requests.

14
15 **RESPONSES TO REQUEST FOR ADMISSIONS**

16 **REQUEST FOR ADMISSION NO. 1:**

17 Admit that there were was at least one period of time between January 1947 and
18 November 2006 where there was no contemporaneous lease in effect regarding the PROPERTY
19 ("PROPERTY" refers to the portion of Tax Parcel No. 8684-008-014, commonly known as 4001
20 Fish Canyon Road, leased to THE CLUB ("THE CLUB" refers to Defendant San Gabriel Valley
21 Gun Club, its past and present affiliates, successors, agents, investigators, attorneys, officers,
22 directors, employees, agents, representatives, and any other person or entity acting or purporting to
23 act on THE CLUB' s behalf or over whom THE CLUB exercised management and control), it being
24 understood that the size of the PROPERTY was reduced during THE CLUB's tenancy thereat) by
25 VULCAN ("VULCAN" refers to Plaintiff Calmat Co. dba Vulcan Materials Company, Western
26 Division,, including its predecessors in interest, and also including its past and present affiliates,
27 successors, agents, investigators, attorneys, officers, directors, employees, agents, representatives,
28 and any other person or entity acting or purporting to act on VULCAN's behalf or over whom

1 VULCAN exercised management and control).

2 RESPONSE TO REQUEST FOR ADMISSION NO. 1:

3 Vulcan incorporates by this reference the Preliminary Statement and General
4 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
5 basis and to the extent it seeks information protected from disclosure by the attorney-client
6 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
7 guaranteed by the United States and California Constitutions and/or any other applicable rule or
8 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
9 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
10 admissible evidence. Vulcan further objects to this request on the basis that it calls for a legal
11 conclusion. Vulcan further objects to this request on the basis that it is overbroad, unduly
12 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
13 ambiguous with respect to at least the phrase "contemporaneous lease."

14 Subject to and without waiving the foregoing objections, Vulcan responds as
15 follows:

16 Deny.

17 REQUEST FOR ADMISSION NO. 2:

18 Admit that, prior to February 3, 1998, VULCAN had not executed a lease
19 concerning use of the PROPERTY that addressed the time period of December 11, 1987 through
20 February 3, 1988.

21 RESPONSE TO REQUEST FOR ADMISSION NO. 2:

22 Vulcan incorporates by this reference the Preliminary Statement and General
23 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
24 basis and to the extent it seeks information protected from disclosure by the attorney-client
25 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
26 guaranteed by the United States and California Constitutions and/or any other applicable rule or
27 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
28 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of

1 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
2 burdensome and harassing.

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

5 Deny.

6 REQUEST FOR ADMISSION NO. 3:

7 Admit that VULCAN is unaware of the condition of the PROPERTY before January
8 1, 1947.

9 RESPONSE TO REQUEST FOR ADMISSION NO. 3:

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
12 basis and to the extent it seeks information protected from disclosure by the attorney-client
13 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
14 guaranteed by the United States and California Constitutions and/or any other applicable rule or
15 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
16 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
17 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
18 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
19 ambiguous with respect to at least the terms "unaware" and "condition."

20 Subject to and without waiving the foregoing objections, Vulcan responds as
21 follows:

22 Deny.

23 REQUEST FOR ADMISSION NO. 4:

24 Admit that the PROPERTY was used as a shooting range before the execution of the
25 first written lease between THE CLUB and VULCAN.

26 RESPONSE TO REQUEST FOR ADMISSION NO. 4:

27 Vulcan incorporates by this reference the Preliminary Statement and General
28 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the

1 basis and to the extent it seeks information protected from disclosure by the attorney-client
2 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
3 guaranteed by the United States and California Constitutions and/or any other applicable rule or
4 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
5 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
6 admissible evidence. Vulcan further objects to this request on the grounds that it is vague and
7 ambiguous with respect to at least the phrase "shooting range." Vulcan further objects to this
8 request on the basis that it is overbroad, unduly burdensome and harassing.

9 Subject to and without waiving the foregoing objections, Vulcan responds as
10 follows:

11 Deny.

12 REQUEST FOR ADMISSION NO. 5:

13 Admit that VULCAN contends that THE CLUB made no attempt to clean up the
14 effects of lead ammunition use between December 31, 1947 and November 1, 2006.

15 RESPONSE TO REQUEST FOR ADMISSION NO. 5:

16 Vulcan incorporates by this reference the Preliminary Statement and General
17 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
18 basis and to the extent it seeks information protected from disclosure by the attorney-client
19 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
20 guaranteed by the United States and California Constitutions and/or any other applicable rule or
21 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
22 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
23 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
24 burdensome and harassing.

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

27 Deny.

28 REQUEST FOR ADMISSION NO. 6:

JMBM | Jennifer Mangels
Butler & Mitchell LLP

PRINTED ON
RECYCLED PAPER

1 Admit that before January 1, 2004, VULCAN never told THE CLUB that the
2 presence of SPENT AMMUNITION ("SPENT AMMUNITION" refers to any constituent of a
3 firearm cartridge expelled from a firearm during the normal operation of a firearm, including, but
4 not limited to, shot, bullets, bullet fragments, particulate matter, empty bullet cases, and wadding) at
5 the PROPERTY could cause damage to the PROPERTY.

6 RESPONSE TO REQUEST FOR ADMISSION NO. 6:

7 Vulcan incorporates by this reference the Preliminary Statement and General
8 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
9 basis and to the extent it seeks information protected from disclosure by the attorney-client
10 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
11 guaranteed by the United States and California Constitutions and/or any other applicable rule or
12 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
13 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
14 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
15 burdensome and harassing. Vulcan further objects to this request on the basis that the current
16 request seeks a legal conclusion. Vulcan further objects to this request on the grounds that it is
17 vague and ambiguous with respect to at least the term "told."

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

20 Deny.

21 REQUEST FOR ADMISSION NO. 7:

22 Admit that before January 1, 2004, VULCAN never told THE CLUB that the
23 presence of SPENT AMMUNITION at the PROPERTY was causing damage to the PROPERTY.

24 RESPONSE TO REQUEST FOR ADMISSION NO. 7:

25 Vulcan incorporates by this reference the Preliminary Statement and General
26 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
27 basis and to the extent it seeks information protected from disclosure by the attorney-client
28 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons

1 guaranteed by the United States and California Constitutions and/or any other applicable rule or
2 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
3 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
4 admissible evidence. Vulcan further objects to this request on the basis that it seeks a legal
5 conclusion. Vulcan further objects to this request on the basis that it is overbroad, unduly
6 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
7 ambiguous with respect to at least the term "told."

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

10 Deny.

11 REQUEST FOR ADMISSION NO. 8:

12 Admit that before January 1, 2004, VULCAN never told THE CLUB that the
13 presence of lead from bullets shot at the PROPERTY was causing damage to the PROPERTY.

14 RESPONSE TO REQUEST FOR ADMISSION NO. 8:

15 Vulcan incorporates by this reference the Preliminary Statement and General
16 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
17 basis and to the extent it seeks information protected from disclosure by the attorney-client
18 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
19 guaranteed by the United States and California Constitutions and/or any other applicable rule or
20 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
21 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
22 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
23 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
24 conclusion. Vulcan further objects to this request on the grounds that it is vague and ambiguous
25 with respect to at least the phrase "told."

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

28 Deny.

1 REQUEST FOR ADMISSION NO. 9:

2 Admit that before January 1, 2004, VULCAN never told THE CLUB that lead from
3 bullets shot at the PROPERTY could cause damage to the PROPERTY.

4 RESPONSE TO REQUEST FOR ADMISSION NO. 9:

5 Vulcan incorporates by this reference the Preliminary Statement and General
6 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
7 basis and to the extent it seeks information protected from disclosure by the attorney-client
8 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
9 guaranteed by the United States and California Constitutions and/or any other applicable rule or
10 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
11 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
12 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, undue
13 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
14 conclusion. Vulcan further objects to this request on the grounds that it is vague and ambiguous
15 with respect to at least the term "told."

16 Subject to and without waiving the foregoing objections, Vulcan responds as
17 follows:

18 Deny.

19 REQUEST FOR ADMISSION NO. 10:

20 Admit that VULCAN did not ask THE CLUB to remove SPENT AMMUNITION
21 from the PROPERTY at any time before January 1, 2003.

22 RESPONSE TO REQUEST FOR ADMISSION NO. 10:

23 Vulcan incorporates by this reference the Preliminary Statement and General
24 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
25 basis and to the extent it seeks information protected from disclosure by the attorney-client
26 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
27 guaranteed by the United States and California Constitutions and/or any other applicable rule or
28 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information

1 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
2 admissible evidence. Vulcan further objects to this request on the basis that it seeks a legal
3 conclusion. Vulcan further objects to this request on the grounds that it is duplicative of other
4 requests. Vulcan further objects to this request on the basis that it is overbroad, unduly
5 burdensome and harassing.

6 Subject to and without waiving the foregoing objections, Vulcan responds as
7 follows:

8 Deny.

9 REQUEST FOR ADMISSION NO. 11:

10 Admit that VULCAN did not ask THE CLUB to remove lead from the PROPERTY
11 at any time before January 1, 2003.

12 RESPONSE TO REQUEST FOR ADMISSION NO. 11:

13 Vulcan incorporates by this reference the Preliminary Statement and General
14 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
15 basis and to the extent it seeks information protected from disclosure by the attorney-client
16 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
17 guaranteed by the United States and California Constitutions and/or any other applicable rule or
18 privilege. Vulcan further objects to this request on the grounds that it is duplicative of other
19 requests. Vulcan further objects to this request on the basis and to the extent it seeks information
20 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
21 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
22 burdensome and harassing.

23 Subject to and without waiving the foregoing objections, Vulcan responds as
24 follows:

25 Deny.

26 REQUEST FOR ADMISSION NO. 12:

27 Admit that VULCAN never contacted THE CLUB before 2004 to specifically
28 demand THE CLUB remove SPENT AMMUNITION from the PROPERTY.

1 RESPONSE TO REQUEST FOR ADMISSION NO. 12:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
4 basis and to the extent it seeks information protected from disclosure by the attorney-client
5 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
6 guaranteed by the United States and California Constitutions and/or any other applicable rule or
7 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
8 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
9 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
10 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
11 conclusion. Vulcan further objects to this request on the grounds that it is duplicative of other
12 requests. Vulcan further objects to this request on the grounds that it is vague and ambiguous with
13 respect to at least the terms/phrases "contacted" and "to specifically demand."

14 Subject to and without waiving the foregoing objections, Vulcan responds as
15 follows:

16 Deny.

17
18 REQUEST FOR ADMISSION NO. 13:

19 Admit that VULCAN never contacted THE CLUB before 2004 to specifically
20 demand THE CLUB remove lead from the PROPERTY.

21 RESPONSE TO REQUEST FOR ADMISSION NO. 13:

22 Vulcan incorporates by this reference the Preliminary Statement and General
23 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
24 basis and to the extent it seeks information protected from disclosure by the attorney-client
25 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
26 guaranteed by the United States and California Constitutions and/or any other applicable rule or
27 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
28 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of

1 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
2 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
3 conclusion. Vulcan further objects to this request on the grounds that it is duplicative of other
4 requests. Vulcan further objects to this request on the grounds that it is vague and ambiguous with
5 respect to at least the terms/phrases "contacted" and "to specifically demand."

6 Subject to and without waiving the foregoing objections, Vulcan responds as
7 follows:

8 Deny.

9 REQUEST FOR ADMISSION NO. 14:

10 Admit that VULCAN never contacted THE CLUB before 2004 to specifically
11 request THE CLUB to remove any SPENT AMMUNITION from the PROPERTY.

12 RESPONSE TO REQUEST FOR ADMISSION NO. 14:

13 Vulcan incorporates by this reference the Preliminary Statement and General
14 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
15 basis and to the extent it seeks information protected from disclosure by the attorney-client
16 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
17 guaranteed by the United States and California Constitutions and/or any other applicable rule or
18 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
19 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
20 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
21 burdensome and harassing. Vulcan further objects to this request on the grounds that it is
22 duplicative of other requests. Vulcan further objects to this request on the grounds that it is vague
23 and ambiguous with respect to at least the terms/phrases "contacted" and "to specifically demand."

24 Subject to and without waiving the foregoing objections, Vulcan responds as
25 follows:

26 Deny.

27 REQUEST FOR ADMISSION NO. 15:

28 Admit that VULCAN never contacted THE CLUB before 2004 to specifically

1 request THE CLUB to remove any lead from the PROPERTY.

2 RESPONSE TO REQUEST FOR ADMISSION NO. 15:

3 Vulcan incorporates by this reference the Preliminary Statement and General
4 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
5 basis and to the extent it seeks information protected from disclosure by the attorney-client
6 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
7 guaranteed by the United States and California Constitutions and/or any other applicable rule or
8 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
9 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
10 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
11 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
12 conclusion. Vulcan further objects to this request on the grounds that it is duplicative of other
13 requests. Vulcan further objects to this request on the grounds that it is vague and ambiguous with
14 respect to at least the terms/phrases "contacted" and "to specifically demand."

15 Subject to and without waiving the foregoing objections, Vulcan responds as
16 follows:

17 Deny.

18
19 REQUEST FOR ADMISSION NO. 16:

20 Admit that at no time did VULCAN indicate a desire to THE CLUB that VULCAN
21 wanted to include a lease provision specifically dealing with SPENT AMMUNITION in a lease for
22 the PROPERTY.

23 RESPONSE TO REQUEST FOR ADMISSION NO. 16:

24 Vulcan incorporates by this reference the Preliminary Statement and General
25 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
26 basis and to the extent it seeks information protected from disclosure by the attorney-client
27 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
28 guaranteed by the United States and California Constitutions and/or any other applicable rule or

1 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
2 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
3 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
4 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
5 ambiguous with respect to at least the phrases "indicate a desire" and "specifically dealing with."

6 Subject to and without waiving the foregoing objections, Vulcan responds as
7 follows:

8 Deny.

9 REQUEST FOR ADMISSION NO. 17:

10 Admit that at no time did VULCAN indicate a desire to the CLUB that VULCAN
11 wanted to include a lease provision specifically dealing with lead shot onto the PROPERTY in a
12 lease for the PROPERTY.

13 RESPONSE TO REQUEST FOR ADMISSION NO. 17:

14 Vulcan incorporates by this reference the Preliminary Statement and General
15 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
16 basis and to the extent it seeks information protected from disclosure by the attorney-client
17 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
18 guaranteed by the United States and California Constitutions and/or any other applicable rule or
19 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
20 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
21 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
22 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
23 ambiguous with respect to at least the phrases "indicate a desire" and "specifically dealing with."

24 Subject to and without waiving the foregoing objections, Vulcan responds as
25 follows:

26 Deny.

27
28 REQUEST FOR ADMISSION NO. 18:

1 Admit that at VULCAN had no contractual right to enter the PROPERTY to dump
2 material on the PROPERTY between June 17, 1987 and May 19, 1992.

3 RESPONSE TO REQUEST FOR ADMISSION NO. 18:

4 Vulcan incorporates by this reference the Preliminary Statement and General
5 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
6 basis and to the extent it seeks information protected from disclosure by the attorney-client
7 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
8 guaranteed by the United States and California Constitutions and/or any other applicable rule or
9 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
10 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
11 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, undue
12 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
13 conclusion. Vulcan further objects to this request on the grounds that it is vague and ambiguous
14 with respect to at least the phrase "dump material."

15 REQUEST FOR ADMISSION NO. 19:

16 Admit that VULCAN had placed approximately 600,000 tons of WASTE
17 MATERIAL ("WASTE MATERIAL" refers to mined material for which there was no
18 contemporaneous buyer, including base, overburden, mining tailings, rock dust, sand, "class two"
19 mined material, or any combination thereof) on the PROPERTY as of December 14, 1994.

20 RESPONSE TO REQUEST FOR ADMISSION NO. 19:

21 Vulcan incorporates by this reference the Preliminary Statement and General
22 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
23 basis and to the extent it seeks information protected from disclosure by the attorney-client
24 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
25 guaranteed by the United States and California Constitutions and/or any other applicable rule or
26 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
27 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
28 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, undue

1 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
2 conclusion. Vulcan further objects on the grounds that the definition of WASTE MATERIAL is
3 vague and ambiguous.

4 Subject to and without waiving the foregoing objections, Vulcan responds as
5 follows:

6 Vulcan lacks information to admit or deny the current request and, therefore, denies
7 the request.

8 REQUEST FOR ADMISSION NO. 20:

9 Admit that VULCAN placed at least 10,000 tons of WASTE MATERIAL on the
10 PROPERTY before June 13, 1992.

11 RESPONSE TO REQUEST FOR ADMISSION NO. 20:

12 Vulcan incorporates by this reference the Preliminary Statement and General
13 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
14 basis and to the extent it seeks information protected from disclosure by the attorney-client
15 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
16 guaranteed by the United States and California Constitutions and/or any other applicable rule or
17 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
18 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
19 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
20 burdensome and harassing. Vulcan further objects on the grounds that the definition of WASTE
21 MATERIAL is vague and ambiguous.

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

24 Vulcan lacks information to admit or deny the current request and, therefore, denies
25 the request.

26 REQUEST FOR ADMISSION NO. 21:

27 Admit that a "stockpile" area existed at the PROPERTY before May 20, 1992.

28 RESPONSE TO REQUEST FOR ADMISSION NO. 21:

1 Vulcan incorporates by this reference the Preliminary Statement and General
2 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
3 basis and to the extent it seeks information protected from disclosure by the attorney-client
4 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
5 guaranteed by the United States and California Constitutions and/or any other applicable rule or
6 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
7 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
8 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
9 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
10 ambiguous with respect to at least the phrase "stockpile area."

11 REQUEST FOR ADMISSION NO. 22:

12 Admit that in December of 1994, VULCAN was generating WASTE MATERIAL at
13 the rate of about 20,000 tons per month.

14 RESPONSE TO REQUEST FOR ADMISSION NO. 22:

15 Vulcan incorporates by this reference the Preliminary Statement and General
16 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
17 basis and to the extent it seeks information protected from disclosure by the attorney-client
18 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
19 guaranteed by the United States and California Constitutions and/or any other applicable rule or
20 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
21 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
22 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, vague,
23 unduly burdensome and harassing. Vulcan further objects on the grounds that the definition of
24 WASTE MATERIAL is vague and ambiguous.

25 REQUEST FOR ADMISSION NO. 23:

26 Admit that Preston Cowan was a heavy equipment operator at the AZUSA ROCK
27 QUARRY ("AZUSA ROCK QUARRY" refers to the quarry and related property owned by
28 VULCAN that abuts the PROPERTY) between 1985 and 1995.

1 RESPONSE TO REQUEST FOR ADMISSION NO. 23:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
4 basis and to the extent it seeks information protected from disclosure by the attorney-client
5 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
6 guaranteed by the United States and California Constitutions and/or any other applicable rule or
7 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
8 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
9 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
10 burdensome and harassing.

11 Subject to and without waiving the foregoing objections, Vulcan responds as
12 follows:

13 Solely to the extent that Mr. Cowan admitted to same in his deposition in the federal
14 litigation among these same parties that immediately preceded the instant state court litigation,
15 admitted.

16 REQUEST FOR ADMISSION NO. 24:

17 Admit that Preston Cowan was a supervisor of employees who hauled WASTE
18 MATERIAL from the AZUSA ROCK QUARRY to the PROPERTY.

19 RESPONSE TO REQUEST FOR ADMISSION NO. 24:

20 Vulcan incorporates by this reference the Preliminary Statement and General
21 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
22 basis and to the extent it seeks information protected from disclosure by the attorney-client
23 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
24 guaranteed by the United States and California Constitutions and/or any other applicable rule or
25 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
26 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
27 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
28 burdensome and harassing. Vulcan further objects on the grounds that the definition of WASTE

1 MATERIAL is vague and ambiguous.

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

4 Solely to the extent that Mr. Cowan admitted to same in his deposition in the federal
5 litigation ("Federal Litigation") among these same parties that immediately preceded the instant
6 state court litigation, admitted.

7 REQUEST FOR ADMISSION NO. 25:

8 Admit that after VULCAN had begun the WASTE PILE ("WASTE PILE" refers to
9 the pile of WASTE MATERIAL placed by VULCAN on the PROPERTY), Rick Phillips made a
10 comment to Preston Cowan expressing the idea that placing WASTE MATERIAL on the
11 PROPERTY could result in future problems regarding the lead bullets or fragments thereof being
12 buried.

13 RESPONSE TO REQUEST FOR ADMISSION NO. 25:

14 Vulcan incorporates by this reference the Preliminary Statement and General
15 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
16 basis and to the extent it seeks information protected from disclosure by the attorney-client
17 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
18 guaranteed by the United States and California Constitutions and/or any other applicable rule or
19 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
20 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
21 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
22 burdensome and harassing. Vulcan further objects to this request on the grounds that the definition
23 of WASTE PILE is vague and ambiguous.

24 Subject to and without waiving the foregoing objections, Vulcan responds as
25 follows:

26 Vulcan has no independent means of admitting or denying the current Request other
27 than from discovery produced in the Federal Litigation, which is equally accessible to the
28 propounding party. On this basis, Vulcan denies the request.

1 REQUEST FOR ADMISSION NO. 26:

2 Admit that VULCAN is not aware of any person who was present at any
3 conversation between Preston Cowan and Rick Phillips other than Preston Cowan and Rick Phillips.

4 RESPONSE TO REQUEST FOR ADMISSION NO. 26:

5 Vulcan incorporates by this reference the Preliminary Statement and General
6 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
7 basis and to the extent it seeks information protected from disclosure by the attorney-client
8 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
9 guaranteed by the United States and California Constitutions and/or any other applicable rule or
10 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
11 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
12 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
13 burdensome and harassing in that it refers to every conversation between Prestan Cowan and Rick
14 Phillips. Vulcan further objects to this request on the grounds that it is vague and ambiguous with
15 respect to at least time.

16 REQUEST FOR ADMISSION NO. 27:

17 Admit that Tom Sheedy was the general manager of the AZUSA ROCK QUARRY
18 from 1983 to 2000.

19 RESPONSE TO REQUEST FOR ADMISSION NO. 27:

20 Vulcan incorporates by this reference the Preliminary Statement and General
21 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
22 basis and to the extent it seeks information protected from disclosure by the attorney-client
23 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
24 guaranteed by the United States and California Constitutions and/or any other applicable rule or
25 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
26 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
27 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
28 burdensome and harassing. Vulcan has no independent means of admitting or denying the current

1 Request other than from discovery produced in the Federal Litigation, which is equally accessible to
2 the propounding party.

3 REQUEST FOR ADMISSION NO. 28:

4 Admit that Preston Cowan told Tom Sheedy that placing WASTE MATERIAL on
5 the PROPERTY was resulting in lead being buried beneath the WASTE MATERIAL.

6 RESPONSE TO REQUEST FOR ADMISSION NO. 28:

7 Vulcan incorporates by this reference the Preliminary Statement and General
8 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
9 basis and to the extent it seeks information protected from disclosure by the attorney-client
10 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
11 guaranteed by the United States and California Constitutions and/or any other applicable rule or
12 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
13 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
14 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
15 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
16 ambiguous with respect to at least the definition of WASTE MATERIAL and the phrase "was
17 resulting in." Vulcan has no independent means of admitting or denying the current Request other
18 than from discovery produced in the Federal Litigation, which is equally accessible to the
19 propounding party.

20 REQUEST FOR ADMISSION NO. 29:

21 Admit that Tom Sheedy was aware of the possibility that WASTE MATERIAL was
22 being placed on top of a surface where lead bullets were present.

23 RESPONSE TO REQUEST FOR ADMISSION NO. 29:

24 Vulcan incorporates by this reference the Preliminary Statement and General
25 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
26 basis and to the extent it seeks information protected from disclosure by the attorney-client
27 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
28 guaranteed by the United States and California Constitutions and/or any other applicable rule or

1 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
2 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
3 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
4 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
5 ambiguous with respect to at least the definition of WASTE MATERIAL. Vulcan has no
6 independent means of admitting or denying the current Request other than from discovery produced
7 in the Federal Litigation, which is equally accessible to the propounding party.

8 REQUEST FOR ADMISSION NO. 30:

9 Admit that, prior to May 20, 1992, VULCAN knew that placement of WASTE
10 MATERIAL at the PROPERTY had resulted in the burial of lead bullets.

11 RESPONSE TO REQUEST FOR ADMISSION NO. 30:

12 Vulcan incorporates by this reference the Preliminary Statement and General
13 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
14 basis and to the extent it seeks information protected from disclosure by the attorney-client
15 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
16 guaranteed by the United States and California Constitutions and/or any other applicable rule or
17 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
18 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
19 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
20 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
21 ambiguous with respect to at least the definition of WASTE MATERIAL.

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

24 Deny.

25 REQUEST FOR ADMISSION NO. 31:

26 Admit that, immediately prior to the commencement of the creation of the WASTE
27 PILE, VULCAN was aware of the possibility that the placement of the WASTE PILE at the
28 PROPERTY might result in the burial of lead bullets.

1 RESPONSE TO REQUEST FOR ADMISSION NO. 31:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
4 basis and to the extent it seeks information protected from disclosure by the attorney-client
5 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
6 guaranteed by the United States and California Constitutions and/or any other applicable rule or
7 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
8 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
9 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
10 burdensome and harassing. Vulcan further objects to this request as it calls for speculation and
11 remains vague and ambiguous with respect to at least the definition of WASTE PILE and the phrase
12 "might result in."

13 REQUEST FOR ADMISSION NO. 32:

14 Admit that on several occasions between 1989 and 2000, Preston Cowan oversaw the
15 use of heavy equipment to relocate material from the WASTE PILE that had flowed onto the range
16 floor at the PROPERTY.

17 RESPONSE TO REQUEST FOR ADMISSION NO. 32:

18 Vulcan incorporates by this reference the Preliminary Statement and General
19 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
20 basis and to the extent it seeks information protected from disclosure by the attorney-client
21 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
22 guaranteed by the United States and California Constitutions and/or any other applicable rule or
23 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
24 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
25 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
26 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
27 ambiguous with respect to at least the definition of WASTE PILE, the term "material" and the
28 phrase "flowed onto the range floor." Vulcan has no independent means of admitting or denying the

1 current Request other than from discovery produced in the Federal Litigation, which is equally
2 accessible to the propounding party.

3 REQUEST FOR ADMISSION NO. 33:

4 Admit that on several occasions between 1989 and 2000, Preston Cowan used heavy
5 equipment to relocate material from the WASTE PILE that had flowed onto the range floor at the
6 PROPERTY.

7 RESPONSE TO REQUEST FOR ADMISSION NO. 33:

8 Vulcan incorporates by this reference the Preliminary Statement and General
9 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
10 basis and to the extent it seeks information protected from disclosure by the attorney-client
11 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
12 guaranteed by the United States and California Constitutions and/or any other applicable rule or
13 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
14 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
15 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
16 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
17 ambiguous with respect to at least the definition of WASTE PILE, the term "material" and the
18 phrase "flowed onto the range floor." Vulcan has no independent means of admitting or denying the
19 current Request other than from discovery produced in the Federal Litigation, which is equally
20 accessible to the propounding party.

21 REQUEST FOR ADMISSION NO. 34:

22 Admit that VULCAN relocated material from the range floor to the top of the
23 WASTE PILE.

24 RESPONSE TO REQUEST FOR ADMISSION NO. 34:

25 Vulcan incorporates by this reference the Preliminary Statement and General
26 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
27 basis and to the extent it seeks information protected from disclosure by the attorney-client
28 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons

1 guaranteed by the United States and California Constitutions and/or any other applicable rule or
2 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
3 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
4 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
5 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
6 ambiguous with respect to at least the definition of WASTE PILE, the term "material" and the
7 phrase "range floor." Vulcan has no independent means of admitting or denying the current Request
8 other than from discovery produced in the Federal Litigation, which is equally accessible to the
9 propounding party.

10 REQUEST FOR ADMISSION NO. 35:

11 Admit that a VULCAN employee used a truck of some type to relocate WASTE
12 MATERIAL from an area at the base of the WASTE PILE to the top of the WASTE PILE.

13 RESPONSE TO REQUEST FOR ADMISSION NO. 35:

14 Vulcan incorporates by this reference the Preliminary Statement and General
15 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
16 basis and to the extent it seeks information protected from disclosure by the attorney-client
17 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
18 guaranteed by the United States and California Constitutions and/or any other applicable rule or
19 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
20 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
21 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
22 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
23 ambiguous with respect to at least the definitions of "WASTE MATERIAL" and "WASTE PILE."
24 Vulcan has no independent means of admitting or denying the current Request other than from
25 discovery produced in the Federal Litigation, which is equally accessible to the propounding party.

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

28 Vulcan lacks sufficient information to admit or deny the current Request and, therefore,

JMBM
Jeffrey M. Mangels
Butler & Mitchell LLP

1 denies the request.

2 REQUEST FOR ADMISSION NO. 36:

3 Admit that material relocated from the base of the WASTE PILE to the top of the
4 WASTE PILE contained whatever was in the WASTE PILE that had slid to the range floor.

5 RESPONSE TO REQUEST FOR ADMISSION NO. 36:

6 Vulcan incorporates by this reference the Preliminary Statement and General
7 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
8 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
9 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
10 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
11 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
12 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
13 persons guaranteed by the United States and California Constitutions and/or any other applicable
14 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
15 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
16 discovery of admissible evidence. Vulcan further objects to this request on the basis that it calls for
17 speculation, and remains overbroad, unduly burdensome and harassing. Vulcan further objects to
18 this request on the grounds that it is vague and ambiguous with respect to at least the definition of
19 "WASTE PILE," the term "material" and the phrase "slid to the range floor."

20 REQUEST FOR ADMISSION NO. 37:

21 Admit that bullets and WASTE PILE material slid from the WASTE PILE onto a
22 flat area immediately south of the WASTE PILE.

23 RESPONSE TO REQUEST FOR ADMISSION NO. 37:

24 Vulcan incorporates by this reference the Preliminary Statement and General
25 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
26 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
27 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
28 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this

1 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
2 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
3 persons guaranteed by the United States and California Constitutions and/or any other applicable
4 rule or privilege. Vulcan further objects to this request on the basis and to the extent it calls for
5 speculation, and seeks information neither relevant to the issues in dispute nor reasonably calculated
6 to lead to the discovery of admissible evidence. Vulcan further objects to this request on the basis
7 that it is overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the
8 grounds that it is vague and ambiguous with respect to at least the definition of "WASTE PILE" the
9 term "material" and the phrase "a flat area immediately south of."

10 REQUEST FOR ADMISSION NO. 38:

11 Admit that Tom Jenkins was a VULCAN project manager from 1984 to 1997.

12 RESPONSE TO REQUEST FOR ADMISSION NO. 38:

13 Vulcan incorporates by this reference the Preliminary Statement and General
14 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
15 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
16 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
17 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
18 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
19 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
20 persons guaranteed by the United States and California Constitutions and/or any other applicable
21 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
22 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
23 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
24 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
25 that it is vague and ambiguous with respect to at least the phrase "project manager." Vulcan has no
26 independent means of admitting or denying the current Request other than from discovery produced
27 in the Federal Litigation, which is equally accessible to the propounding party.

28 REQUEST FOR ADMISSION NO. 39:

1 Admit that Tom Davis was the supervisor of Tom Jenkins from 1984 to 1997.

2 RESPONSE TO REQUEST FOR ADMISSION NO. 39:

3 Vulcan incorporates by this reference the Preliminary Statement and General
4 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
5 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
6 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
7 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
8 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
9 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
10 persons guaranteed by the United States and California Constitutions and/or any other applicable
11 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
12 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
13 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
14 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
15 denying the current Request other than from discovery produced in the Federal Litigation, which is
16 equally accessible to the propounding party.

17 REQUEST FOR ADMISSION NO. 40:

18 Admit that Tom Jenkins delivered a DRAFT LEASE ("DRAFT LEASE" refers to a
19 draft of the May 20, 1992 LEASE between THE CLUB and VULCAN) to THE CLUB on February
20 10, 1992.

21 RESPONSE TO REQUEST FOR ADMISSION NO. 40:

22 Vulcan incorporates by this reference the Preliminary Statement and General
23 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
24 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
25 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
26 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
27 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
28 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other

1 persons guaranteed by the United States and California Constitutions and/or any other applicable
2 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
3 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
4 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
5 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
6 denying the current Request other than from discovery produced in the Federal Litigation, which is
7 equally accessible to the propounding party.

8 REQUEST FOR ADMISSION NO. 41:

9 Admit that the document attached as Exhibit A is a true and correct copy of the
10 DRAFT LEASE.

11 RESPONSE TO REQUEST FOR ADMISSION NO. 41:

12 Vulcan incorporates by this reference the Preliminary Statement and General
13 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
14 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
15 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
16 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
17 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
18 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
19 persons guaranteed by the United States and California Constitutions and/or any other applicable
20 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
21 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
22 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
23 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
24 denying the current Request other than from discovery produced in the Federal Litigation, which is
25 equally accessible to the propounding party.

26 REQUEST FOR ADMISSION NO. 42:

27 Admit that the DRAFT LEASE contained a provision ("DRAFT LEASE
28 PROVISION") (part of ¶ 9 therein, titled "Use of Premises") providing the following:

1 Landlord shall have the right to establish reasonable rules and regulations regarding the
2 Tenants's permitted use of the Premises, including without limitation specifications
3 regarding the type of shot used, and Tenant agrees to observe all such reasonable rules and
4 regulations. Tenant shall not cause or permit any "Hazardous Materials" (as hereinafter
5 defined) to be brought upon, kept, or used in or about the Premises by Tenant, its agents,
6 employees, contractors, or invitees. As used herein, the term "Hazardous Material" means
7 any hazardous or toxic substance, material or waste which is or becomes regulated by any
8 local authority, the State of California, or the United States Government.

9 RESPONSE TO REQUEST FOR ADMISSION NO. 42:

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
12 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
13 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
14 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
15 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
16 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
17 persons guaranteed by the United States and California Constitutions and/or any other applicable
18 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
19 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
20 discovery of admissible evidence. The current Request also calls for a legal conclusion. Vulcan
21 has no independent means of admitting or denying the current Request other than from discovery
22 produced in the Federal Litigation, which is equally accessible to the propounding party. On this
23 basis, Vulcan denies the request. Vulcan further objects to this request on the basis that it is
24 overbroad, unduly burdensome and harassing.

25 REQUEST FOR ADMISSION NO. 43:

26 Admit that THE CLUB provided comments to the DRAFT LEASE on February 24,
27 1992.

28 RESPONSE TO REQUEST FOR ADMISSION NO. 43:

1 Vulcan incorporates by this reference the Preliminary Statement and General
2 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
3 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
4 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
5 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
6 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
7 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
8 persons guaranteed by the United States and California Constitutions and/or any other applicable
9 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
10 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
11 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
12 overbroad, unduly burdensome and harassing.

13 REQUEST FOR ADMISSION NO. 44:

14 Admit that THE CLUB's provided VULCAN with written comments to the DRAFT
15 LEASE requesting that the DRAFT LEASE to be revised by deletion of the first sentence of the
16 DRAFT LEASE PROVISION.

17 RESPONSE TO REQUEST FOR ADMISSION NO. 44:

18 Vulcan incorporates by this reference the Preliminary Statement and General
19 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
20 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
21 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
22 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
23 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
24 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
25 persons guaranteed by the United States and California Constitutions and/or any other applicable
26 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
27 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
28 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is

1 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
2 denying the current Request other than from discovery produced in the Federal Litigation, which is
3 equally accessible to the propounding party.

4 REQUEST FOR ADMISSION NO. 45:

5 Admit that THE CLUB provided VULCAN with written comments to the DRAFT
6 LEASE requesting a proposed lease include the language "except ammunition, propellant powder,
7 normal gun cleaning solvents, diesel fuel in safety cans, and fuel in vehicle fuel tanks" be added to
8 the end of the DRAFT LEASE PROVISION.

9 RESPONSE TO REQUEST FOR ADMISSION NO. 45:

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
12 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
13 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
14 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
15 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
16 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
17 persons guaranteed by the United States and California Constitutions and/or any other applicable
18 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
19 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
20 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
21 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
22 denying the current Request other than from discovery produced in the Federal Litigation, which is
23 equally accessible to the propounding party.

24 REQUEST FOR ADMISSION NO. 46:

25 Admit that on March 5, 1992, VULCAN provided a written communication to THE
26 CLUB regarding the DRAFT LEASE.

27 RESPONSE TO REQUEST FOR ADMISSION NO. 46:

28 Vulcan incorporates by this reference the Preliminary Statement and General

1 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
2 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
3 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
4 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
5 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
6 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
7 persons guaranteed by the United States and California Constitutions and/or any other applicable
8 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
9 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
10 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
11 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
12 denying the current Request other than from discovery produced in the Federal Litigation, which is
13 equally accessible to the propounding party.

14 REQUEST FOR ADMISSION NO. 47:

15 Admit that the document attached as Exhibit B is a true and correct copy of THE
16 CLUB's March 5, 1992 comments to the DRAFT LEASE as received by VULCAN.

17 RESPONSE TO REQUEST FOR ADMISSION NO. 47:

18 Vulcan incorporates by this reference the Preliminary Statement and General
19 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
20 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
21 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
22 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
23 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
24 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
25 persons guaranteed by the United States and California Constitutions and/or any other applicable
26 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
27 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
28 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is

1 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
2 denying the current Request other than from discovery produced in the Federal Litigation, which is
3 equally accessible to the propounding party.

4 REQUEST FOR ADMISSION NO. 48:

5 Admit that VULCAN's March 5, 1992 response to THE CLUB's written comments
6 to the DRAFT LEASE does not mention SPENT AMMUNITION or the cleanup thereof.

7 RESPONSE TO REQUEST FOR ADMISSION NO. 48:

8 Vulcan incorporates by this reference the Preliminary Statement and General
9 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
10 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
11 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
12 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
13 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
14 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
15 persons guaranteed by the United States and California Constitutions and/or any other applicable
16 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
17 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
18 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
19 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
20 denying the current Request other than from discovery produced in the Federal Litigation, which is
21 equally accessible to the propounding party.

22 REQUEST FOR ADMISSION NO. 49:

23 Admit that VULCAN's March 5, 1992 response to THE CLUB's written comments
24 to the DRAFT LEASE does not mention fired lead bullets or the cleanup thereof.

25 RESPONSE TO REQUEST FOR ADMISSION NO. 49:

26 Vulcan incorporates by this reference the Preliminary Statement and General
27 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
28 grounds that it exceeds the number of Requests for Admissions permitted by California Code of

1 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
2 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
3 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
4 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
5 persons guaranteed by the United States and California Constitutions and/or any other applicable
6 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
7 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
8 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
9 overbroad, unduly burdensome and harassing as among other points, the document- to the extent it
10 is authenticated- is self-explanatory. Vulcan has no independent means of admitting or denying
11 the current Request other than from discovery produced in the Federal Litigation, which is equally
12 accessible to the propounding party.

13 REQUEST FOR ADMISSION NO. 50:

14 Admit that the document attached as Exhibit C is a true and correct copy of the
15 FINAL LEASE ("FINAL LEASE" refers to the lease between VULCAN and THE CLUB dated
16 May 20, 1992).

17 RESPONSE TO REQUEST FOR ADMISSION NO. 50:

18 Vulcan incorporates by this reference the Preliminary Statement and General
19 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
20 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
21 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
22 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
23 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
24 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
25 persons guaranteed by the United States and California Constitutions and/or any other applicable
26 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
27 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
28 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is

1 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis
2 that it is overbroad, unduly burdensome and harassing as among other points, the document- to the
3 extent it is authenticated- is self-explanatory. Vulcan has no independent means of admitting or
4 denying the current Request other than from discovery produced in the Federal Litigation, which is
5 equally accessible to the propounding party.

6 REQUEST FOR ADMISSION NO. 51:

7 Admit that the FINAL LEASE does not contain the text referred to herein as the
8 DRAFT LEASE PROVISION.

9 RESPONSE TO REQUEST FOR ADMISSION NO. 51:

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
12 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
13 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
14 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
15 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
16 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
17 persons guaranteed by the United States and California Constitutions and/or any other applicable
18 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
19 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
20 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
21 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
22 that it is vague and ambiguous with respect to at least the phrase "does not contain the text referred
23 to herein as." Vulcan further objects to this request on the basis that it is overbroad, unduly
24 burdensome and harassing as among other points, the document- to the extent it is authenticated- is
25 self-explanatory. Vulcan has no independent means of admitting or denying the current Request
26 other than from discovery produced in the Federal Litigation, which is equally accessible to the
27 propounding party.

28 REQUEST FOR ADMISSION NO. 52:

JMBM
Jetter Viangels
Butler & Mitchell LP

1 Admit that, prior to May 20, 1992, VULCAN never indicated to THE CLUB that the
2 DRAFT LEASE PROVISION was intended to address SPENT AMMUNITION.

3 RESPONSE TO REQUEST FOR ADMISSION NO. 52:

4 Vulcan incorporates by this reference the Preliminary Statement and General
5 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
6 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
7 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
8 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
9 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
10 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
11 persons guaranteed by the United States and California Constitutions and/or any other applicable
12 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
13 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
14 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
15 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
16 that it is vague and ambiguous with respect to at least the phrases "never indicated" and "was
17 intended to address." Vulcan further objects to this request on the basis that it is overbroad,
18 unduly burdensome and harassing as among other points, the document- to the extent it is
19 authenticated- is self-explanatory. Vulcan has no independent means of admitting or denying the
20 current Request other than from discovery produced in the Federal Litigation, which is equally
21 accessible to the propounding party.

22 REQUEST FOR ADMISSION NO. 53:

23 Admit that, prior to May 20, 1992, VULCAN never indicated to THE CLUB that the
24 DRAFT LEASE PROVISION was intended to address lead bullets that had been fired at the
25 PROPERTY.

26 RESPONSE TO REQUEST FOR ADMISSION NO. 53:

27 Vulcan incorporates by this reference the Preliminary Statement and General
28 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the

1 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
2 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
3 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
4 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
5 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
6 persons guaranteed by the United States and California Constitutions and/or any other applicable
7 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
8 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
9 discovery of admissible evidence. Vulcan further objects to this request on the grounds that it is
10 vague and ambiguous with respect to at least the phrases "never indicated" and "was intended to
11 address." Vulcan further objects to this request on the basis that it is overbroad, unduly
12 burdensome and harassing as among other points, the document- to the extent it is authenticated- is
13 self-explanatory. Vulcan has no independent means of admitting or denying the current Request
14 other than from discovery produced in the Federal Litigation, which is equally accessible to the
15 propounding party.

16 REQUEST FOR ADMISSION NO. 54:

17 Admit that, prior to 2005, VULCAN never indicated to THE CLUB that the DRAFT
18 LEASE PROVISION was intended to address SPENT AMMUNITION.

19 RESPONSE TO REQUEST FOR ADMISSION NO. 54:

20 Vulcan incorporates by this reference the Preliminary Statement and General
21 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
22 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
23 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
24 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
25 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
26 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
27 persons guaranteed by the United States and California Constitutions and/or any other applicable
28 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks

1 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
2 discovery of admissible evidence. Vulcan further objects to this request on the grounds that it is
3 vague and ambiguous with respect to at least the phrases "never indicated" and "was intended to
4 address." Vulcan further objects to this request on the basis that it is overbroad, unduly
5 burdensome and harassing as among other points, the document- to the extent it is authenticated- is
6 self-explanatory. Vulcan has no independent means of admitting or denying the current Request
7 other than from discovery produced in the Federal Litigation, which is equally accessible to the
8 propounding party.

9 REQUEST FOR ADMISSION NO. 55:

10 Admit that the value the PROPERTY is less than \$1.5 million.

11 RESPONSE TO REQUEST FOR ADMISSION NO. 55:

12 Vulcan incorporates by this reference the Preliminary Statement and General
13 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
14 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
15 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
16 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
17 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
18 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
19 persons guaranteed by the United States and California Constitutions and/or any other applicable
20 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
21 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
22 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
23 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
24 that it is vague and ambiguous with respect to at least time.

25 REQUEST FOR ADMISSION NO. 56:

26 Admit that the FINAL LEASE did not incorporate by reference any prior lease
27 between VULCAN and THE CLUB.

28 RESPONSE TO REQUEST FOR ADMISSION NO. 56:

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Vulcan incorporates by this reference the Preliminary Statement and General Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the grounds that it exceeds the number of Requests for Admissions permitted by California Code of Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this request on the basis and to the extent it seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons guaranteed by the United States and California Constitutions and/or any other applicable rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks a legal conclusion, is self-explanatory, and seeks information neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis that it is overbroad, unduly burdensome and harassing as among other points, the document- to the extent it is authenticated- is self-explanatory. Vulcan has no independent means of admitting or denying the current Request other than from discovery produced in the Federal Litigation, which is equally accessible to the propounding party.

REQUEST FOR ADMISSION NO. 57:

Admit that the FINAL LEASE included what is commonly referred to as an "integration clause."

RESPONSE TO REQUEST FOR ADMISSION NO. 57:

Vulcan incorporates by this reference the Preliminary Statement and General Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the grounds that it exceeds the number of Requests for Admissions permitted by California Code of Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this request on the basis and to the extent it seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons guaranteed by the United States and California Constitutions and/or any other applicable

1 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks a legal
2 conclusion, the subject document is self-explanatory, and the request seeks information neither
3 relevant to the issues in dispute nor reasonably calculated to lead to the discovery of admissible
4 evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
5 burdensome and harassing.

6 REQUEST FOR ADMISSION NO. 58:

7 Admit that VULCAN created the WASTE PILE on the PROPERTY.

8 RESPONSE TO REQUEST FOR ADMISSION NO. 58:

9 Vulcan incorporates by this reference the Preliminary Statement and General
10 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
11 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
12 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
13 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
14 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
15 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
16 persons guaranteed by the United States and California Constitutions and/or any other applicable
17 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
18 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
19 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
20 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
21 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan
22 has no independent means of admitting or denying the current Request other than from discovery
23 produced in the Federal Litigation, which is equally accessible to the propounding party.

24 REQUEST FOR ADMISSION NO. 59:

25 Admit that VULCAN started creating the WASTE PILE before May 20, 1992.

26 RESPONSE TO REQUEST FOR ADMISSION NO. 59:

27 Vulcan incorporates by this reference the Preliminary Statement and General
28 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the

1 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
2 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
3 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
4 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
5 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
6 persons guaranteed by the United States and California Constitutions and/or any other applicable
7 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
8 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
9 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
10 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
11 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan has
12 no independent means of admitting or denying the current Request other than from discovery
13 produced in the Federal Litigation, which is equally accessible to the propounding party.

14 REQUEST FOR ADMISSION NO. 60:

15 Admit that VULCAN did not seek permission from THE CLUB to create the
16 WASTE PILE.

17 RESPONSE TO REQUEST FOR ADMISSION NO. 60:

18 Vulcan incorporates by this reference the Preliminary Statement and General
19 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
20 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
21 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
22 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
23 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
24 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
25 persons guaranteed by the United States and California Constitutions and/or any other applicable
26 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
27 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
28 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is

1 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
2 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan
3 further objects to this request on the basis that it seeks a legal conclusion. Vulcan has no
4 independent means of admitting or denying the current Request other than from discovery produced
5 in the Federal Litigation, which is equally accessible to the propounding party.

6 REQUEST FOR ADMISSION NO. 61:

7 Admit that before the creation of the WASTE PILE, VULCAN conducted internal
8 meetings at which the creation of the WASTE PILE was discussed.

9 RESPONSE TO REQUEST FOR ADMISSION NO. 61:

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
12 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
13 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
14 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
15 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
16 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
17 persons guaranteed by the United States and California Constitutions and/or any other applicable
18 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
19 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
20 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
21 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
22 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan
23 has no independent means of admitting or denying the current Request other than from discovery
24 produced in the Federal Litigation, which is equally accessible to the propounding party.

25 REQUEST FOR ADMISSION NO. 62:

26 Admit that, prior to the creation of the WASTE PILE, no employee of VULCAN' s
27 reviewed VULCAN's then-current lease with THE CLUB to determine if VULCAN had the
28 contractual right to place the WASTE PILE on the PROPERTY while leased by THE CLUB.

1 RESPONSE TO REQUEST FOR ADMISSION NO. 62:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
4 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
5 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
6 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
7 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
8 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
9 persons guaranteed by the United States and California Constitutions and/or any other applicable
10 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
11 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
12 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
13 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
14 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan has
15 no independent means of admitting or denying the current Request other than from discovery
16 produced in the Federal Litigation, which is equally accessible to the propounding party.

17 REQUEST FOR ADMISSION NO. 63:

18 Admit that VULCAN is the successor to an entity known as "Crystal Partnership."

19 RESPONSE TO REQUEST FOR ADMISSION NO. 63:

20 Vulcan incorporates by this reference the Preliminary Statement and General
21 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
22 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
23 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
24 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
25 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
26 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
27 persons guaranteed by the United States and California Constitutions and/or any other applicable
28 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks

1 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
2 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
3 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis
4 that it seeks a legal conclusion. Vulcan has no independent means of admitting or denying the
5 current Request other than from discovery produced in the Federal Litigation, which is equally
6 accessible to the propounding party.

7 REQUEST FOR ADMISSION NO. 64:

8 Admit that VULCAN is the successor to an entity known as "Krist Construction."

9 RESPONSE TO REQUEST FOR ADMISSION NO. 64:

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
12 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
13 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
14 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
15 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
16 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
17 persons guaranteed by the United States and California Constitutions and/or any other applicable
18 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
19 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
20 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
21 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis
22 that it seeks a legal conclusion. Vulcan has no independent means of admitting or denying the
23 current Request other than from discovery produced in the Federal Litigation, which is equally
24 accessible to the propounding party.

25 REQUEST FOR ADMISSION NO. 65:

26 Admit that VULCAN is the successor to an entity known as "Azusa Rock, Inc."

27 RESPONSE TO REQUEST FOR ADMISSION NO. 65:

28 Vulcan incorporates by this reference the Preliminary Statement and General

1 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
2 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
3 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
4 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
5 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
6 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
7 persons guaranteed by the United States and California Constitutions and/or any other applicable
8 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
9 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
10 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
11 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis
12 that it seeks a legal conclusion. Vulcan has no independent means of admitting or denying the
13 current Request other than from discovery produced in the Federal Litigation, which is equally
14 accessible to the propounding party.

15 REQUEST FOR ADMISSION NO. 66:

16 Admit that VULCAN cannot identify a document indicating that VULCAN
17 reviewed a lease with THE CLUB for the purpose of determining VULCAN's rights regarding the
18 creation of the WASTE PILE.

19 RESPONSE TO REQUEST FOR ADMISSION NO. 66:

20 Vulcan incorporates by this reference the Preliminary Statement and General
21 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
22 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
23 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
24 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
25 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
26 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
27 persons guaranteed by the United States and California Constitutions and/or any other applicable
28 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks

1 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
2 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
3 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
4 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE," and the
5 phrase "reviewed a lease." Vulcan further objects to this request on the basis that it seeks a legal
6 conclusion. Vulcan has no independent means of admitting or denying the current Request other
7 than from discovery produced in the Federal Litigation, which is equally accessible to the
8 propounding party.

9 REQUEST FOR ADMISSION NO. 67:

10 Admit that Herb Bock has no recollection as to whether the WASTE PILE was
11 transported onto the PROPERTY after May 20, 1992.

12 RESPONSE TO REQUEST FOR ADMISSION NO. 67:

13 Vulcan incorporates by this reference the Preliminary Statement and General
14 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
15 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
16 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
17 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
18 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
19 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
20 persons guaranteed by the United States and California Constitutions and/or any other applicable
21 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
22 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
23 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
24 overbroad, unduly burdensome and harassing as, among other points, Vulcan has no information or
25 control related to the recollection of Mr. Bock, a former Gun Club executive. Vulcan further
26 objects to this request on the grounds that it is vague and ambiguous with respect to at least the
27 definition of "WASTE PILE." Vulcan further objects to this request on the basis that it seeks a legal
28 conclusion. Vulcan has no independent means of admitting or denying the current Request other

1 than from discovery produced in the Federal Litigation, which is equally accessible to the
2 propounding party.

3 REQUEST FOR ADMISSION NO. 68:

4 Admit that VULCAN is not aware of any person affiliated with THE CLUB who is
5 more knowledgeable concerning the creation of the WASTE PILE than Rick Phillips.

6 RESPONSE TO REQUEST FOR ADMISSION NO. 68:

7 Vulcan incorporates by this reference the Preliminary Statement and General
8 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
9 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
10 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
11 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
12 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
13 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
14 persons guaranteed by the United States and California Constitutions and/or any other applicable
15 rule or privilege. The current Request also calls for speculation. Vulcan further objects to this
16 request on the basis and to the extent it seeks information neither relevant to the issues in dispute
17 nor reasonably calculated to lead to the discovery of admissible evidence. Vulcan further objects to
18 this request on the basis that it is overbroad, unduly burdensome and harassing. Vulcan further
19 objects to this request on the grounds that it is vague and ambiguous with respect to at least the
20 definition of "WASTE PILE." Vulcan has no independent means of admitting or denying the
21 current Request other than from discovery produced in the Federal Litigation, which is equally
22 accessible to the propounding party.

23 REQUEST FOR ADMISSION NO. 69:

24 Admit that the majority of the WASTE PILE was placed between 1988 and 2005.

25 RESPONSE TO REQUEST FOR ADMISSION NO. 69:

26 Vulcan incorporates by this reference the Preliminary Statement and General
27 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
28 grounds that it exceeds the number of Requests for Admissions permitted by California Code of

1 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
2 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
3 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
4 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
5 persons guaranteed by the United States and California Constitutions and/or any other applicable
6 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
7 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
8 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
9 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
10 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan has
11 no independent means of admitting or denying the current Request other than from discovery
12 produced in the Federal Litigation, which is equally accessible to the propounding party.

13 REQUEST FOR ADMISSION NO. 70:

14 Admit that the WASTE PILE existed as of 1994.

15 RESPONSE TO REQUEST FOR ADMISSION NO. 70:

16 Vulcan incorporates by this reference the Preliminary Statement and General
17 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
18 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
19 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
20 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
21 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
22 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
23 persons guaranteed by the United States and California Constitutions and/or any other applicable
24 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
25 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
26 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
27 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
28 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan

1 has no independent means of admitting or denying the current Request other than from discovery
2 produced in the Federal Litigation, which is equally accessible to the propounding party.

3 REQUEST FOR ADMISSION NO. 71:

4 Admit that the placement of rock dust at the PROPERTY to prevent ricochets did not
5 occur in the area where the WASTE PILE was dumped.

6 RESPONSE TO REQUEST FOR ADMISSION NO. 71:

7 Vulcan incorporates by this reference the Preliminary Statement and General
8 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
9 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
10 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
11 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
12 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
13 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
14 persons guaranteed by the United States and California Constitutions and/or any other applicable
15 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
16 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
17 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
18 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
19 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE," and the
20 phrases "placement of rock dust" and "to prevent ricochets." Vulcan has no independent means of
21 admitting or denying the current Request other than from discovery produced in the Federal
22 Litigation, which is equally accessible to the propounding party.

23 REQUEST FOR ADMISSION NO. 72:

24 Admit that the primary purpose of the creation of the WASTE PILE was to store
25 mined material that could not be sold.

26 RESPONSE TO REQUEST FOR ADMISSION NO. 72:

27 Vulcan incorporates by this reference the Preliminary Statement and General
28 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the

1 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
2 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
3 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
4 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
5 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
6 persons guaranteed by the United States and California Constitutions and/or any other applicable
7 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
8 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
9 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
10 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
11 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE," and the
12 phrase "primary purpose of the creation." Vulcan has no independent means of admitting or denying
13 the current Request other than from discovery produced in the Federal Litigation, which is equally
14 accessible to the propounding party.

15 REQUEST FOR ADMISSION NO. 73:

16 Admit that John Armato had no role in negotiating any of the leases between
17 VULCAN and THE CLUB.

18 RESPONSE TO REQUEST FOR ADMISSION NO. 73:

19 Vulcan incorporates by this reference the Preliminary Statement and General
20 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
21 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
22 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
23 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
24 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
25 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
26 persons guaranteed by the United States and California Constitutions and/or any other applicable
27 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
28 information neither relevant to the issues in dispute nor reasonably calculated to lead to the

1 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
2 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
3 that it is vague and ambiguous with respect to at least the phrase "no role in negotiating." Vulcan
4 has no independent means of admitting or denying the current Request other than from discovery
5 produced in the Federal Litigation, which is equally accessible to the propounding party.

6 REQUEST FOR ADMISSION NO. 74:

7 Admit VULCAN cannot identify any document indicating John Armato participated
8 in the negotiation of a leases between VULCAN and THE CLUB.

9 RESPONSE TO REQUEST FOR ADMISSION NO. 74:

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
12 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
13 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
14 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
15 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
16 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
17 persons guaranteed by the United States and California Constitutions and/or any other applicable
18 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
19 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
20 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
21 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
22 that it is vague and ambiguous with respect to at least the phrase "no role in negotiating." Vulcan
23 has no independent means of admitting or denying the current Request other than from discovery
24 produced in the Federal Litigation, which is equally accessible to the propounding party.

25 REQUEST FOR ADMISSION NO. 75:

26 Admit that Brian Ferris created the DRAFT LEASE.

27 RESPONSE TO REQUEST FOR ADMISSION NO. 75:

28 Vulcan incorporates by this reference the Preliminary Statement and General

1 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
2 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
3 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
4 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
5 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
6 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
7 persons guaranteed by the United States and California Constitutions and/or any other applicable
8 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
9 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
10 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
11 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
12 that it is vague and ambiguous with respect to at least the term "created." Vulcan has no
13 independent means of admitting or denying the current Request other than from discovery produced
14 in the Federal Litigation, which is equally accessible to the propounding party.

15 REQUEST FOR ADMISSION NO. 76:

16 Admit that the term of the LEASE between VULCAN and THE CLUB expired on
17 May 20, 2002.

18 RESPONSE TO REQUEST FOR ADMISSION NO. 76:

19 Vulcan incorporates by this reference the Preliminary Statement and General
20 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
21 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
22 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
23 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
24 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
25 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
26 persons guaranteed by the United States and California Constitutions and/or any other applicable
27 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
28 information neither relevant to the issues in dispute nor reasonably calculated to lead to the

1 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
2 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
3 that it is vague and ambiguous with respect to at least the definition of "LEASE," the term
4 "material" and the phrase "slid to the range floor." Vulcan has no independent means of admitting
5 or denying the current Request other than from discovery produced in the Federal Litigation, which
6 is equally accessible to the propounding party.

7 REQUEST FOR ADMISSION NO. 77:

8 Admit that VULCAN internally discussed the presence of SPENT AMMUNITION
9 at the PROPERTY during the negotiation of the FINAL LEASE.

10 RESPONSE TO REQUEST FOR ADMISSION NO. 77:

11 Vulcan incorporates by this reference the Preliminary Statement and General
12 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
13 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
14 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
15 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
16 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
17 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
18 persons guaranteed by the United States and California Constitutions and/or any other applicable
19 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
20 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
21 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
22 overbroad, unduly burdensome and harassing. Vulcan further objects on the grounds that this
23 request is vague and ambiguous with respect to at least the phrases "presence of SPENT
24 AMMUNITION" and "during the negotiation." Vulcan has no independent means of admitting or
25 denying the current Request other than from discovery produced in the Federal Litigation, which is
26 equally accessible to the propounding party.

27 REQUEST FOR ADMISSION NO. 78:

28 Admit that VULCAN internally discussed the presence of lead bullets at the

1 PROPERTY during the negotiation of the FINAL LEASE.

2 RESPONSE TO REQUEST FOR ADMISSION NO. 78:

3 Vulcan incorporates by this reference the Preliminary Statement and General
4 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
5 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
6 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
7 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
8 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
9 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
10 persons guaranteed by the United States and California Constitutions and/or any other applicable
11 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
12 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
13 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
14 overbroad, unduly burdensome and harassing. Vulcan further objects on the grounds that this
15 request is vague and ambiguous with respect to at least the phrases "presence of lead bullets" and
16 "during the negotiation." Vulcan has no independent means of admitting or denying the current
17 Request other than from discovery produced in the Federal Litigation, which is equally accessible to
18 the propounding party.

19 REQUEST FOR ADMISSION NO. 79:

20 Admit that VULCAN never made any comment about SPENT AMMUNITION at
21 the PROPERTY to THE CLUB's former attorney, Robert Carter.

22 RESPONSE TO REQUEST FOR ADMISSION NO. 79:

23 Vulcan incorporates by this reference the Preliminary Statement and General
24 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
25 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
26 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
27 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
28 request on the basis and to the extent it seeks information protected from disclosure by the attorney-

1 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
2 persons guaranteed by the United States and California Constitutions and/or any other applicable
3 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
4 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
5 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
6 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
7 that it is vague and ambiguous with respect to at least the phrase "any comment." Vulcan has no
8 independent means of admitting or denying the current Request other than from discovery produced
9 in the Federal Litigation, which is equally accessible to the propounding party.

10 REQUEST FOR ADMISSION NO. 80:

11 Admit that VULCAN never made any comment about lead bullets present at the
12 PROPERTY to THE CLUB's former attorney, Robert Carter.

13 RESPONSE TO REQUEST FOR ADMISSION NO. 80:

14 Vulcan incorporates by this reference the Preliminary Statement and General
15 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
16 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
17 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
18 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
19 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
20 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
21 persons guaranteed by the United States and California Constitutions and/or any other applicable
22 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
23 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
24 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
25 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis
26 that it is overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the
27 grounds that it is vague and ambiguous with respect to at least the phrase "any comment." Vulcan
28 has no independent means of admitting or denying the current Request other than from discovery

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1 produced in the Federal Litigation, which is equally accessible to the propounding party.

2 REQUEST FOR ADMISSION NO. 81:

3 Admit that, prior to May 20, 1992, a VULCAN employee recommended the "lead
4 problem" at the PROPERTY be addressed in a future lease for the PROPERTY.

5 RESPONSE TO REQUEST FOR ADMISSION NO. 81:

6 Vulcan incorporates by this reference the Preliminary Statement and General
7 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
8 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
9 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
10 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
11 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
12 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
13 persons guaranteed by the United States and California Constitutions and/or any other applicable
14 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
15 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
16 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
17 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
18 that it is vague and ambiguous with respect to at least the phrase "lead problem." Vulcan has no
19 independent means of admitting or denying the current Request other than from discovery produced
20 in the Federal Litigation, which is equally accessible to the propounding party.

21 REQUEST FOR ADMISSION NO. 82:

22 Admit that, prior to May 20, 1992, VULCAN had identified a potential need to
23 remove lead bullets from the PROPERTY.

24 RESPONSE TO REQUEST FOR ADMISSION NO. 82:

25 Vulcan incorporates by this reference the Preliminary Statement and General
26 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
27 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
28 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to

1 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
2 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
3 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
4 persons guaranteed by the United States and California Constitutions and/or any other applicable
5 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
6 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
7 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
8 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
9 denying the current Request other than from discovery produced in the Federal Litigation, which is
10 equally accessible to the propounding party.

11 REQUEST FOR ADMISSION NO. 83:

12 Admit that, prior to May 20, 1992, VULCAN had expressly considered proposing a
13 lease to THE CLUB for the PROPERTY that expressly required THE CLUB remove lead bullets
14 from the PROPERTY at the end of THE CLUB's tenancy.

15 RESPONSE TO REQUEST FOR ADMISSION NO. 83:

16 Vulcan incorporates by this reference the Preliminary Statement and General
17 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
18 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
19 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
20 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
21 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
22 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
23 persons guaranteed by the United States and California Constitutions and/or any other applicable
24 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
25 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
26 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
27 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
28 that it is vague and ambiguous with respect to at least the phrase "expressly considered." Vulcan

1 has no independent means of admitting or denying the current Request other than from discovery
2 produced in the Federal Litigation, which is equally accessible to the propounding party.

3 REQUEST FOR ADMISSION NO. 84:

4 Admit that, prior to May 20, 1992, VULCAN internally discussed whether an
5 express reference to lead should be made in VULCAN's next lease with THE CLUB for the
6 PROPERTY.

7 RESPONSE TO REQUEST FOR ADMISSION NO. 84:

8 Vulcan incorporates by this reference the Preliminary Statement and General
9 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
10 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
11 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
12 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
13 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
14 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
15 persons guaranteed by the United States and California Constitutions and/or any other applicable
16 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
17 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
18 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
19 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
20 denying the current Request other than from discovery produced in the Federal Litigation, which is
21 equally accessible to the propounding party.

22 REQUEST FOR ADMISSION NO. 85:

23 Admit that none of the leases or licenses in place between 1947 and 2006 between
24 VULCAN and THE CLUB mentioned SPENT AMMUNITION.

25 RESPONSE TO REQUEST FOR ADMISSION NO. 85:

26 Vulcan incorporates by this reference the Preliminary Statement and General
27 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
28 grounds that it exceeds the number of Requests for Admissions permitted by California Code of

1 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
2 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
3 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
4 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
5 persons guaranteed by the United States and California Constitutions and/or any other applicable
6 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
7 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
8 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
9 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis
10 that it is vague and ambiguous with respect to at least the term "mentioned." Vulcan has no
11 independent means of admitting or denying the current Request other than from discovery produced
12 in the Federal Litigation, which is equally accessible to the propounding party.

13 REQUEST FOR ADMISSION NO. 86:

14 Admit that none of the leases or licenses in place between 1947 and 2006 between
15 VULCAN and THE CLUB mentioned lead present at the PROPERTY.

16 RESPONSE TO REQUEST FOR ADMISSION NO. 86:

17 Vulcan incorporates by this reference the Preliminary Statement and General
18 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
19 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
20 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
21 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
22 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
23 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
24 persons guaranteed by the United States and California Constitutions and/or any other applicable
25 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
26 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
27 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
28 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis

1 that it is vague and ambiguous with respect to at least the term "mentioned." Vulcan has no
2 independent means of admitting or denying the current Request other than from discovery produced
3 in the Federal Litigation, which is equally accessible to the propounding party.

4 REQUEST FOR ADMISSION NO. 87:

5 Admit that between 1947 and 2006, VULCAN was aware that lead was being
6 deposited on the PROPERTY.

7 RESPONSE TO REQUEST FOR ADMISSION NO. 87:

8 Vulcan incorporates by this reference the Preliminary Statement and General
9 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
10 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
11 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
12 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
13 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
14 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
15 persons guaranteed by the United States and California Constitutions and/or any other applicable
16 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
17 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
18 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
19 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
20 that it is vague and ambiguous with respect to at least the phrase "deposited on." Vulcan has no
21 independent means of admitting or denying the current Request other than from discovery produced
22 in the Federal Litigation, which is equally accessible to the propounding party.

23 REQUEST FOR ADMISSION NO. 88:

24 Admit that between 1947 and 2006, VULCAN believed that the CLUB made no
25 attempt to clean up the effects of lead ammunition use.

26 RESPONSE TO REQUEST FOR ADMISSION NO. 88:

27 Vulcan incorporates by this reference the Preliminary Statement and General
28 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the

1 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
2 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
3 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
4 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
5 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
6 persons guaranteed by the United States and California Constitutions and/or any other applicable
7 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
8 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
9 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
10 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
11 that it is vague and ambiguous with respect to at least the term "believed." Vulcan has no
12 independent means of admitting or denying the current Request other than from discovery produced
13 in the Federal Litigation, which is equally accessible to the propounding party.

14 REQUEST FOR ADMISSION NO. 89:

15 Admit that there were periods of time between January 1947 and November 2006
16 during which there was no lease in place between VULCAN and THE CLUB.

17 RESPONSE TO REQUEST FOR ADMISSION NO. 89:

18 Vulcan incorporates by this reference the Preliminary Statement and General
19 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
20 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
21 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
22 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
23 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
24 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
25 persons guaranteed by the United States and California Constitutions and/or any other applicable
26 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
27 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
28 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is

1 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
2 that it is duplicative of other requests. Vulcan has no independent means of admitting or denying
3 the current Request other than from discovery produced in the Federal Litigation, which is equally
4 accessible to the propounding party.

5 REQUEST FOR ADMISSION NO. 90:

6 Admit that VULCAN cannot identify a written communication regarding lease
7 negotiations with THE CLUB that indicated THE CLUB would be responsible for the cleanup of
8 SPENT AMMUNITION at the PROPERTY.

9 RESPONSE TO REQUEST FOR ADMISSION NO. 90:

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
12 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
13 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
14 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
15 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
16 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
17 persons guaranteed by the United States and California Constitutions and/or any other applicable
18 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
19 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
20 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
21 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
22 that it is vague and ambiguous with respect to at least the phrase "regarding lease negotiations."
23 Vulcan has no independent means of admitting or denying the current Request other than from
24 discovery produced in the Federal Litigation, which is equally accessible to the propounding party.

25 REQUEST FOR ADMISSION NO. 91:

26 Admit that VULCAN cannot identify a written communication regarding lease
27 negotiations with THE CLUB that indicated THE CLUB would be responsible for the cleanup of
28 bullets present at the PROPERTY.

1 RESPONSE TO REQUEST FOR ADMISSION NO. 91:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
4 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
5 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
6 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
7 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
8 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
9 persons guaranteed by the United States and California Constitutions and/or any other applicable
10 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
11 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
12 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
13 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
14 that it is vague and ambiguous with respect to at least the phrase "regarding lease negotiations."
15 Vulcan has no independent means of admitting or denying the current Request other than from
16 discovery produced in the Federal Litigation, which is equally accessible to the propounding party.

17 REQUEST FOR ADMISSION NO. 92:

18 Admit that, at no time during any lease negotiation did VULCAN discuss with THE
19 CLUB what type of cleanup of the PROPERTY was expected by VULCAN upon the end of the
20 leasehold relationship.

21 RESPONSE TO REQUEST FOR ADMISSION NO. 92:

22 Vulcan incorporates by this reference the Preliminary Statement and General
23 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
24 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
25 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
26 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
27 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
28 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other

1 persons guaranteed by the United States and California Constitutions and/or any other applicable
2 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
3 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
4 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
5 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
6 that it is vague and ambiguous with respect to at least the term "discuss." Vulcan has no
7 independent means of admitting or denying the current Request other than from discovery produced
8 in the Federal Litigation, which is equally accessible to the propounding party.

9 REQUEST FOR ADMISSION NO. 93:

10 Admit that the placement of WASTE MATERIAL at the PROPERTY started before
11 any VULCAN employee raised a concern about ricochets coming from the PROPERTY.

12 RESPONSE TO REQUEST FOR ADMISSION NO. 93:

13 Vulcan incorporates by this reference the Preliminary Statement and General
14 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
15 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
16 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
17 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
18 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
19 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
20 persons guaranteed by the United States and California Constitutions and/or any other applicable
21 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
22 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
23 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
24 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
25 that it is vague and ambiguous with respect to at least the definition of "WASTE MATERIAL," and
26 the phrase "Ricochets coming from." Vulcan has no independent means of admitting or denying
27 the current Request other than from discovery produced in the Federal Litigation, which is equally
28 accessible to the propounding party.

1 REQUEST FOR ADMISSION NO. 94:

2 Admit VULCAN does not intend to move the WASTE PILE.

3 RESPONSE TO REQUEST FOR ADMISSION NO. 94:

4 Vulcan incorporates by this reference the Preliminary Statement and General
5 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
6 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
7 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
8 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
9 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
10 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
11 persons guaranteed by the United States and California Constitutions and/or any other applicable
12 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
13 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
14 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
15 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
16 that it is vague and ambiguous with respect to at least time and the definition of "WASTE PILE."
17 Vulcan has no independent means of admitting or denying the current Request other than from
18 discovery produced in the Federal Litigation, which is equally accessible to the propounding party.

19 REQUEST FOR ADMISSION NO. 95:

20 Admit VULCAN has not in any way attempted to determine what environmental
21 impact, if any, arising as a result of the bullets that are buried beneath the WASTE PILE.

22 RESPONSE TO REQUEST FOR ADMISSION NO. 95:

23 Vulcan incorporates by this reference the Preliminary Statement and General
24 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
25 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
26 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
27 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
28 request on the basis and to the extent it seeks information protected from disclosure by the attorney-

1 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
2 persons guaranteed by the United States and California Constitutions and/or any other applicable
3 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
4 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
5 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
6 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
7 that it is unintelligible. Vulcan further objects to this request on the grounds that it is vague and
8 ambiguous with respect to at least the definition of "WASTE PILE," and the phrase "arising as a
9 result of the bullets." Vulcan has no independent means of admitting or denying the current Request
10 other than from discovery produced in the Federal Litigation, which is equally accessible to the
11 propounding party.

12 REQUEST FOR ADMISSION NO. 96:

13 Admit VULCAN has not in any way attempted to determine what environmental
14 impact, if any, arising as a result of the bullets that are within the sub-surface soil in the WASTE
15 PILE.

16 RESPONSE TO REQUEST FOR ADMISSION NO. 96:

17 Vulcan incorporates by this reference the Preliminary Statement and General
18 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
19 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
20 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
21 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
22 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
23 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
24 persons guaranteed by the United States and California Constitutions and/or any other applicable
25 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
26 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
27 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
28 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds

1 that it is unintelligible. Vulcan further objects to this request on the grounds that it is vague and
2 ambiguous with respect to at least the definition of "WASTE PILE," and the phrase "arising as a
3 result of the bullets." Vulcan has no independent means of admitting or denying the current Request
4 other than from discovery produced in the Federal Litigation, which is equally accessible to the
5 propounding party.

6 REQUEST FOR ADMISSION NO. 97:

7 Admit that the FINAL LEASE has a provision that states "holding over shall be a
8 tenancy from month to month."

9 RESPONSE TO REQUEST FOR ADMISSION NO. 97:

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
12 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
13 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
14 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
15 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
16 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
17 persons guaranteed by the United States and California Constitutions and/or any other applicable
18 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
19 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
20 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
21 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
22 that the quote is incomplete. Vulcan has no independent means of admitting or denying the current
23 Request other than from discovery produced in the Federal Litigation, which is equally accessible to
24 the propounding party.

25 REQUEST FOR ADMISSION NO. 98:

26 Admit THE CLUB held over on the PROPERTY pursuant to the holdover provision
27 of the LEASE.

28 RESPONSE TO REQUEST FOR ADMISSION NO. 98:

1 Vulcan incorporates by this reference the Preliminary Statement and General
2 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
3 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
4 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
5 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
6 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
7 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
8 persons guaranteed by the United States and California Constitutions and/or any other applicable
9 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
10 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
11 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
12 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
13 denying the current Request other than from discovery produced in the Federal Litigation, which is
14 equally accessible to the propounding party.

15 REQUEST FOR ADMISSION NO. 99:

16 Admit that VULCAN has not contacted the California Department of Toxic
17 Substances Control about the presence of lead at THE PROPERTY.

18 RESPONSE TO REQUEST FOR ADMISSION NO. 99:

19 Vulcan incorporates by this reference the Preliminary Statement and General
20 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
21 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
22 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
23 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
24 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
25 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
26 persons guaranteed by the United States and California Constitutions and/or any other applicable
27 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
28 information neither relevant to the issues in dispute nor reasonably calculated to lead to the

1 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
2 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
3 denying the current Request other than from discovery produced in the Federal Litigation, which is
4 equally accessible to the propounding party.

5 REQUEST FOR ADMISSION NO. 100:

6 Admit that VULCAN has not contacted the Regional Water Quality Control Board
7 about the presence of lead at THE PROPERTY.

8 RESPONSE TO REQUEST FOR ADMISSION NO. 100:

9 Vulcan incorporates by this reference the Preliminary Statement and General
10 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
11 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
12 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
13 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
14 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
15 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
16 persons guaranteed by the United States and California Constitutions and/or any other applicable
17 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
18 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
19 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
20 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
21 denying the current Request other than from discovery produced in the Federal Litigation, which is
22 equally accessible to the propounding party.

23 REQUEST FOR ADMISSION NO. 101:

24 Admit that VULCAN has not contacted the Los Angeles Department of Health
25 Services about the presence of lead at THE PROPERTY.

26 RESPONSE TO REQUEST FOR ADMISSION NO. 101:

27 Vulcan incorporates by this reference the Preliminary Statement and General
28 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the

1 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
2 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
3 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
4 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
5 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
6 persons guaranteed by the United States and California Constitutions and/or any other applicable
7 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
8 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
9 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
10 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
11 denying the current Request other than from discovery produced in the Federal Litigation, which is
12 equally accessible to the propounding party.

13 REQUEST FOR ADMISSION NO. 102:

14 Admit that VULCAN has not contacted the Environmental Protection Agency about
15 the presence of lead at THE PROPERTY.

16 RESPONSE TO REQUEST FOR ADMISSION NO. 102:

17 Vulcan incorporates by this reference the Preliminary Statement and General
18 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
19 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
20 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
21 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
22 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
23 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
24 persons guaranteed by the United States and California Constitutions and/or any other applicable
25 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
26 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
27 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
28 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or

1 denying the current Request other than from discovery produced in the Federal Litigation, which is
2 equally accessible to the propounding party.

3 REQUEST FOR ADMISSION NO. 103:

4 Admit that THE CLUB took steps to remediate the PROPERTY before July 2006.

5 RESPONSE TO REQUEST FOR ADMISSION NO. 103:

6 Vulcan incorporates by this reference the Preliminary Statement and General
7 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
8 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
9 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
10 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
11 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
12 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
13 persons guaranteed by the United States and California Constitutions and/or any other applicable
14 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
15 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
16 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
17 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
18 denying the current Request other than from discovery produced in the Federal Litigation, which is
19 equally accessible to the propounding party.

20 REQUEST FOR ADMISSION NO. 104:

21 Admit that VULCAN has not followed the requirements of the California
22 Department of Toxic Substances Control for environmental cleanup.

23 RESPONSE TO REQUEST FOR ADMISSION NO. 104:

24 Vulcan incorporates by this reference the Preliminary Statement and General
25 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
26 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
27 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
28 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this

1 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
2 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
3 persons guaranteed by the United States and California Constitutions and/or any other applicable
4 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
5 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
6 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
7 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
8 denying the current Request other than from discovery produced in the Federal Litigation, which is
9 equally accessible to the propounding party.

10 REQUEST FOR ADMISSION NO. 105:

11 Admit that VULCAN has disposed of hazardous substances at the PROPERTY.

12 RESPONSE TO REQUEST FOR ADMISSION NO. 105:

13 Vulcan incorporates by this reference the Preliminary Statement and General
14 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
15 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
16 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
17 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
18 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
19 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
20 persons guaranteed by the United States and California Constitutions and/or any other applicable
21 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
22 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
23 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
24 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
25 denying the current Request other than from discovery produced in the Federal Litigation, which is
26 equally accessible to the propounding party.

27 REQUEST FOR ADMISSION NO. 106:

28 Admit that VULCAN consented to THE CLUB leaving SPENT AMMUNITION on

1 the PROPERTY.

2 RESPONSE TO REQUEST FOR ADMISSION NO. 106:

3 Vulcan incorporates by this reference the Preliminary Statement and General
4 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
5 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
6 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
7 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
8 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
9 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
10 persons guaranteed by the United States and California Constitutions and/or any other applicable
11 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks a legal
12 conclusion and information neither relevant to the issues in dispute nor reasonably calculated to
13 lead to the discovery of admissible evidence. Vulcan further objects to this request on the basis that
14 it is overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting
15 or denying the current Request other than from discovery produced in the Federal Litigation, which
16 is equally accessible to the propounding party.

17 REQUEST FOR ADMISSION NO. 107:

18 Admit that VULCAN contends that THE CLUB refused all requests by VULCAN to
19 clean up SPENT AMMUNITION.

20 RESPONSE TO REQUEST FOR ADMISSION NO. 107:

21 Vulcan incorporates by this reference the Preliminary Statement and General
22 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
23 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
24 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
25 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
26 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
27 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
28 persons guaranteed by the United States and California Constitutions and/or any other applicable

1 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
2 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
3 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
4 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
5 denying the current Request other than from discovery produced in the Federal Litigation, which is
6 equally accessible to the propounding party.

7 REQUEST FOR ADMISSION NO. 108:

8 Admit that THE CLUB hired a lead reclamation company in 2007 to perform lead
9 reclamation at the PROPERTY.

10 RESPONSE TO REQUEST FOR ADMISSION NO. 108:

11 Vulcan incorporates by this reference the Preliminary Statement and General
12 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
13 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
14 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
15 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
16 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
17 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
18 persons guaranteed by the United States and California Constitutions and/or any other applicable
19 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
20 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
21 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
22 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
23 denying the current Request other than from discovery produced in the Federal Litigation, which is
24 equally accessible to the propounding party.

25 REQUEST FOR ADMISSION NO. 109:

26 Admit that a VULCAN representative told Fred Wooldridge that he was not allowed
27 to commence lead reclamation at the PROPERTY in 2007.

28 RESPONSE TO REQUEST FOR ADMISSION NO. 109:

1 Vulcan incorporates by this reference the Preliminary Statement and General
2 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
3 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
4 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
5 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
6 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
7 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
8 persons guaranteed by the United States and California Constitutions and/or any other applicable
9 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
10 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
11 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
12 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
13 denying the current Request other than from discovery produced in the Federal Litigation, which is
14 equally accessible to the propounding party.

15 REQUEST FOR ADMISSION NO. 110:

16 Admit that a VULCAN representative told Fred Wooldridge that he was not allowed
17 to use a water source controlled by VULCAN when Mr. Wooldridge was present at the
18 PROPERTY in 2007.

19 RESPONSE TO REQUEST FOR ADMISSION NO. 110:

20 Vulcan incorporates by this reference the Preliminary Statement and General
21 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
22 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
23 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
24 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
25 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
26 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
27 persons guaranteed by the United States and California Constitutions and/or any other applicable
28 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks

1 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
2 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
3 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
4 denying the current Request other than from discovery produced in the Federal Litigation, which is
5 equally accessible to the propounding party.

6 REQUEST FOR ADMISSION NO. 111:

7 Admit that a Charles St. John spoke with Fred Wooldridge in person at the
8 PROPERTY in 2007.

9 RESPONSE TO REQUEST FOR ADMISSION NO. 111:

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
12 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
13 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
14 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
15 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
16 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
17 persons guaranteed by the United States and California Constitutions and/or any other applicable
18 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
19 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
20 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
21 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
22 denying the current Request other than from discovery produced in the Federal Litigation, which is
23 equally accessible to the propounding party.

24 REQUEST FOR ADMISSION NO. 112:

25 Admit that a VULCAN employee told Fred Wooldridge that he was not to attempt to
26 obtain an air quality permit regarding work to be performed at the PROPERTY.

27 RESPONSE TO REQUEST FOR ADMISSION NO. 112:

28 Vulcan incorporates by this reference the Preliminary Statement and General

1 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
2 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
3 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
4 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
5 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
6 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
7 persons guaranteed by the United States and California Constitutions and/or any other applicable
8 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
9 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
10 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
11 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
12 denying the current Request other than from discovery produced in the Federal Litigation, which is
13 equally accessible to the propounding party.

14 REQUEST FOR ADMISSION NO. 113:

15 Admit that a Charles St. John told Fred Wooldridge that he was not to attempt to
16 obtain an air quality permit regarding work to be performed at the PROPERTY.

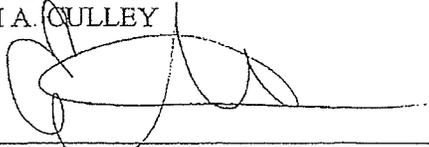
17 RESPONSE TO REQUEST FOR ADMISSION NO. 113:

18 V Vulcan incorporates by this reference the Preliminary Statement and General
19 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
20 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
21 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
22 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
23 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
24 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
25 persons guaranteed by the United States and California Constitutions and/or any other applicable
26 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
27 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
28 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is

1 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
2 denying the current Request other than from discovery produced in the Federal Litigation, which is
3 equally accessible to the propounding party.
4
5

6 DATED: June 12, 2012

JEFFER MANGELS BUTLER & MITCHELL LLP
KENNETH A. EHRLICH
ELIZABETH A. CULLEY



By: _____
ELIZABETH A. CULLEY
Attorneys for Plaintiff CALMAT CO. DBA VULCAN
MATERIALS COMPANY, WESTERN DIVISION

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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I have read the foregoing **RESPONSES TO REQUESTS FOR ADMISSIONS, SET ONE, PROPOUNDED ON PLAINTIFF CALMAT CO. DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION** and know its contents.

CHECK APPLICABLE PARAGRAPH

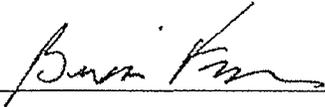
I am a party to this action. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a partner, the Vice President, Assistant General Counsel of Calmat Co. dba Vulcan Materials Company, Western Division, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I have read the foregoing document and know its contents. I am informed and believe that the matters stated herein are true.

I am one of the attorneys for _____, a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I have read the foregoing document and know its contents. I am informed and believe and on that ground allege that the matters stated in it are true.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on June 13, 2012, at Glendale, California.



BRIAN FERRIS

PROOF OF SERVICE

STATE OF CALIFORNIA, CITY AND COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 1900 Avenue of the Stars, 7th Floor, Los Angeles, California 90067.

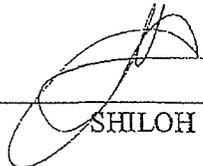
On June 13, 2012 I served the document(s) described as **RESPONSES TO REQUESTS FOR ADMISSIONS, SET ONE, PROPOUNDED ON PLAINTIFF CALMAT CO. DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION** on the following in this action addressed as follows:

**C.D. Michel
W. Lee Smith
Thomas E. Maciejewski
MICHEL & ASSOCIATES, P.C.
180 East Ocean Boulevard, Suite 200
Long Beach, CA 90802
Telephone: 562.216.4444
Facsimile: 562.216.4445
Attorneys for Defendant San Gabriel Valley Gun Club**

- (BY MAIL) I am "readily familiar" with the business' practice for collection and processing correspondence for mailing. Under that practice true and correct copies of the aforementioned document(s) was deposited, in a sealed envelope with postage thereon fully prepaid, with the U.S. Postal Service on that same day to be mailed via first class mail at Los Angeles, California 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.
- (BY ELECTRONIC SERVICE) On _____, I transmitted the aforementioned document(s) directly, through an agent, or through a designated electronic filing service provider to the aforementioned electronic notification address(es). The transmission originated from my electronic notification address, which is _____, and was reported as complete and without error. Pursuant to Rule 2.260(f)(4), I will maintain a printed form of this document bearing my original signature and will make the document available for inspection and copying on the request of the court or any party to the action or proceeding in which it is filed, in the manner provided in rule 2.257(a).
- (BY OVERNIGHT DELIVERY) I placed the aforementioned document(s) in a sealed envelope with postage thereon fully prepaid and I caused said envelope to be delivered overnight via an overnight delivery service in lieu of delivery by mail to the addressee(s).

Executed on June 13, 2012 at Los Angeles, California.

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

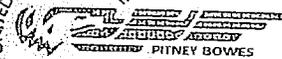


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Butler & Mitchell LLP

ATTORNEYS AT LAW

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

C.D. Michel
W. Lee Smith
Thomas E. Maciejewski
MICHEL & ASSOCIATES, P.C.
180 East Ocean Boulevard, Suite 200
Long Beach, CA 90802

EXHIBIT 3

Scott Franklin

From: Scott Franklin
Sent: Tuesday, July 24, 2012 4:30 PM
To: 'Ehrlich, Kenneth A.'
Cc: eculley@jmbm.com
Subject: RE: Proposed rescheduling (Vulcan v. SGVGC) [MA-Interwoven.FID43878]

Thank you for confirming. I should have the draft joint motion to you either tomorrow or Thursday.

Sincerely,

Scott Franklin Attorney	Direct: (562) 216-4474 Main: (562) 216-4444 Fax: (562) 216-4445 Email: SFranklin@michellawyers.com Web: www.michellawyers.com
MICHEL & ASSOCIATES, P.C. Attorneys at Law Environmental Law, Tax, Insurance, Employment Law Civil Litigation, Criminal Defense	180 E. Ocean Blvd. Suite 200 Long Beach, CA 90802

This e-mail is confidential and is legally privileged. If you have received it in error you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. To do so could violate state and Federal privacy laws. Thank you for your cooperation. Please contact Michel & Associates, PC at (562) 216-4444 if you need assistance.

From: Ehrlich, Kenneth A. [<mailto:KAE@JMBM.com>]
Sent: Tuesday, July 24, 2012 4:28 PM
To: Scott Franklin; Culley, Elizabeth
Subject: RE: Proposed rescheduling (Vulcan v. SGVGC) [MA-Interwoven.FID32202]

Looks fine.

From: Scott Franklin [<mailto:SFranklin@michellawyers.com>]
Sent: Tuesday, July 24, 2012 3:59 PM
To: Culley, Elizabeth
Cc: Ehrlich, Kenneth A.
Subject: Proposed rescheduling (Vulcan v. SGVGC) [MA-Interwoven.FID32202]

Ms. Culley:

I have run the time calculations and locked in a MTC hearing date (October 2, 2012), and it looks like the trial date Mr. Ehrlich suggested (March 4, 2012) will work. If we follow the schedule below, it should allow Vulcan the 4 week extension that was requested in light of your and Mr. Ehrlich's upcoming trial commitments.

- 08/22/12 (production deadline for further response re: SI Set 1, FI Set 1, POD Set 1, and RFA Set 1)
- 10/02/12 (hearing re: MTC further responses re: SI Set 1, FI Set 1, POD Set 1, and RFA Set 1, if needed)
- 11/12/12 (approximate deadline for filing MSJs, based on proposed 03/04/13 trial date)(the actual deadline will depend on the MSJ hearing date actually selected by the Court)
- 03/04/13 (trial)

I want to make sure Vulcan agrees to the foregoing schedule before I draft the joint motion to extend our trial date, which I plan to send to you this week. Because of the Court's backlog on noticed hearing dates, I will have to go in ex parte to shorten time, or else this will all be for naught, as the MSJ filing deadline will occur well before our motion to extend gets heard.

Also, please confirm that SGVGC has an extension regarding the filing of MTCs re: response re: SI Set 1, FI Set 1, POD Set 1, and RFA Set 1 to September 11, 2012.

Thank you,

Scott Franklin Attorney	Direct: (562) 216-4474 Main: (562) 216-4444 Fax: (562) 216-4445 Email: SFranklin@michellawyers.com Web: www.michellawyers.com
MICHEL & ASSOCIATES, P.C. Attorneys at Law environmental - Land Use - Insurance - Employment Law Civil Litigation - Criminal Defense	180 E. Ocean Blvd. Suite 200 Long Beach, CA 90802

This e-mail is confidential and is legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. To do so could violate state and Federal privacy laws. Thank you for your cooperation. Please contact Michel & Associates, PC at (562) 216-4444 if you need assistance.

EXHIBIT 4

Scott Franklin

From: Scott Franklin
Sent: Friday, August 17, 2012 9:03 AM
To: 'Culley, Elizabeth'
Subject: RE: Proposed rescheduling (Vulcan v. SGVGC) [MA-Interwoven.FID43878]

Ms. Culley:

We agree to an additional week, further responses are now due August 29, 2012. Please send courtesy copies of the response documents in Word or Word Perfect by email on the 29th.

Based on the insufficient and evasive discovery responses provided the last time my office agreed to a response extension in this case, I am compelled state that this extension is being granted on the express condition that good faith and non-evasive further responses will be provided.

Thank you,

Scott Franklin Attorney	Direct: (562) 216-4474 Main: (562) 216-4444 Fax: (562) 216-4445 Email: SFranklin@michellawyers.com Web: www.michellawyers.com
MICHEL & ASSOCIATES, P.C. Attorneys at Law Environmental - Land Use - Licenses - Employment Law Civil Litigation - Criminal Defense	180 E. Ocean Blvd. Suite 200 Long Beach, CA 90802

This e-mail is confidential and is legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. To do so could violate state and Federal privacy laws. Thank you for your cooperation. Please contact Michel & Associates, PC at (562) 216-4444 if you need assistance.

From: Culley, Elizabeth [mailto:ECulley@JMBM.com]
Sent: Thursday, August 16, 2012 4:57 PM
To: Scott Franklin
Subject: Re: Proposed rescheduling (Vulcan v. SGVGC) [MA-Interwoven.FID43878]

Thank you. Would you be willing to give us one more week on the discovery? I am having a medical issue.

On Aug 16, 2012, at 4:54 PM, "Scott Franklin" <SFranklin@michellawyers.com> wrote:

Ms. Culley:

The further responses are due August 22, 2012 (see below). I just checked with my assistant, and the stipulation was filed August 2, 2012, but we have not yet received a conformed copy. I will send one when we get it.

Sincerely,

EXHIBIT 5

1 JEFFER MANGELS BUTLER & MITCHELL LLP
KENNETH A. EHRLICH (Bar No. 150570)
2 KEhrlich@jmbm.com
ELIZABETH A. CULLEY (Bar No. 258250)
3 ECulley@jmbm.com
1900 Avenue of the Stars, Seventh Floor
4 Los Angeles, California 90067-4308
Telephone: (310) 203-8080
5 Facsimile: (310) 203-0567

6 Attorneys for Plaintiff CALMAT CO. dba VULCAN
MATERIALS COMPANY, WESTERN DIVISION
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10

11 CALMAT CO. dba VULCAN MATERIALS
12 COMPANY, WESTERN DIVISION, a
Delaware Corporation,
13 Plaintiff,
14 v.
15 SAN GABRIEL VALLEY GUN CLUB, a non-
16 profit California Corporation; and DOES 1-
17 1000, inclusive,
18 Defendants.
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CASE NO. KC062582J
**SUPPLEMENTAL RESPONSES TO
REQUESTS FOR ADMISSIONS, SET ONE,
PROPOUNDED ON PLAINTIFF CALMAT
CO. DBA VULCAN MATERIALS
COMPANY, WESTERN DIVISION**

24 PROPOUNDING PARTY: DEFENDANT SAN GABRIEL VALLEY GUN CLUB
25 RESPONDING PARTY: PLAINTIFF VULCAN MATERIALS COMPANY
26 SET NO.: ONE
27
28

1 Pursuant to section 2033.210 of the California Code of Civil Procedure, Plaintiff Calmat Co.
2 dba Vulcan Materials Company, Western Division ("Vulcan") hereby responds and objects to
3 Defendant San Gabriel Valley Gun Club's (the "Gun Club") Requests for Admission Set No. One.

4 **PRELIMINARY STATEMENT**

5 1. Vulcan has not yet completed its investigation or preparation of this case for trial.
6 Accordingly, the responses set forth herein are given without prejudice to its right to supplement,
7 amend, add to, or otherwise modify these responses with information discovered subsequent to the
8 date of these responses. The information herein set forth is true and correct to the best of Vulcan's
9 knowledge at this particular time, and is subject to correction for inadvertent errors or omissions if
10 errors or omissions shall be found to exist. These responses are based upon writings and
11 information presently available and known to Vulcan.

12 2. These same parties litigated certain of the same issues involved in the instant matter
13 in federal court for more than two years, Calmat v. San Gabriel Valley Gun Club, USDC Case No.
14 5:08-cv-01198-JLQ ("Federal Litigation"). The parties conducted over 25 depositions and
15 completed extensive written discovery, including expert discovery, in the Federal Litigation. At the
16 Case Management Conference in the instant state court matter, Vulcan offered a stipulation to allow
17 the parties to use all of the discovery completed in the Federal Litigation for all purposes in the
18 current state court litigation. Defendant rejected this stipulation. Subsequently, Defendant served
19 the instant discovery, which seeks information and/or admissions on literally more than one-
20 hundred and thirty (130) separate form interrogatories and requests for admission. Many, if not all,
21 of the written discovery requests seek information already produced in the Federal Litigation. This
22 effort by Defendant is redundant at best and punitive at worst. The current discovery constitutes an
23 abuse of the discovery process.

24 3. Vulcan reserves the right to introduce at trial any and all documents and/or
25 information heretofore or hereafter produced by the parties in this action or by any third person that
26 supports or tends to support its contentions at trial or in support of or in opposition to any motion in
27 this case. To the extent that Vulcan identifies certain documents or delineates facts contained
28 within any document or otherwise, it does so without prejudice to establish at a later date any

1 additional facts that may be contained within or discovered as a result of subsequent review of such
2 document or as a result of any additional investigation and discovery.

3 4. Inadvertent identification or production of documents or information by Vulcan does
4 not constitute a waiver of any applicable privilege, nor does identification or production of any
5 documents or information waive any objection, including relevancy, to the admission of such
6 document or information in evidence. These responses are made solely for the purpose of this
7 action. Vulcan does not waive the right to object to the admissibility into evidence of any
8 documents or information provided in response to these requests. Vulcan further does not waive the
9 right to raise any question of authenticity, relevancy, materiality and/or privilege for any purpose
10 with regard to the documents or information provided in response to these requests, which may
11 arise in any subsequent proceeding and/or the trial of this or any other action. The assertion by
12 Vulcan of any general or specific objection is not a waiver of any other objection that might be
13 applicable or become so at some future time.

14 GENERAL OBJECTIONS

15 1. Vulcan generally objects to the Requests to the extent the information sought is
16 protected from disclosure by the attorney/client privilege, attorney work product doctrine, or any
17 other applicable privilege or protection from disclosure.

18 2. Vulcan generally objects to the Requests to the extent that they seek information
19 neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery
20 of admissible evidence.

21 3. Vulcan generally objects to the Requests to the extent that they seek information that
22 is confidential, proprietary or subject to its or third parties' rights of privacy.

23 4. Vulcan generally objects to the Requests to the extent they seek information of a
24 financial, business or legal nature of third parties as to whom Defendant is under a duty to maintain
25 such information's confidentiality.

26 5. Vulcan generally objects to the Requests' use of defined terms on the grounds that
27 they are overly broad, unduly burdensome and oppressive, not limited as to time or scope, and seek
28 information which is not material, relevant, reasonably calculated to lead to relevant information

1 and/or unnecessary to this proceeding.

2 6. Vulcan generally objects to the Requests as overbroad and unduly burdensome to the
3 extent they purport to seek information not within its possession, custody or control.

4 7. Vulcan generally objects to the Requests to the extent they seek to impose
5 obligations on Vulcan in excess of what is required by the Code of Civil Procedure, the California
6 Rules of Court, Local Rules of the Los Angeles County Superior Court, or any other applicable
7 rules of procedure.

8 8. Vulcan objects to the Requests for Admissions pursuant to Code of Civil Procedure §
9 2033.030 to the extent that they exceed the limit of 35 interrogatories set forth in Code of Civil
10 Procedure § 2030.030 on the grounds that Defendants have failed to establish a sufficient cause to
11 propound a greater number.

12 9. Vulcan hereby incorporates its Preliminary Statement and General Objections into
13 each of the following individual responses to the Requests.

14
15 **RESPONSES TO REQUEST FOR ADMISSIONS**

16
17 **REQUEST FOR ADMISSION NO. 5:**

18 Admit that VULCAN contends that THE CLUB made no attempt to clean up the
19 effects of lead ammunition use between December 31, 1947 and November 1, 2006.

20 **RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

21 Vulcan incorporates by this reference the Preliminary Statement and General
22 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
23 basis and to the extent it seeks information protected from disclosure by the attorney-client
24 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
25 guaranteed by the United States and California Constitutions and/or any other applicable rule or
26 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
27 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
28 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly

1 burdensome and harassing.

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

4 Deny.

5 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 5:**

6 Subject to and without waiving the foregoing responses, Vulcan further responds as
7 follows:

8 Admit.

9
10 **REQUEST FOR ADMISSION NO. 6:**

11 Admit that before January 1, 2004, VULCAN never told THE CLUB that the
12 presence of SPENT AMMUNITION ("SPENT AMMUNITION" refers to any constituent of a
13 firearm cartridge expelled from a firearm during the normal operation of a firearm, including, but
14 not limited to, shot, bullets, bullet fragments, particulate matter, empty bullet cases, and wadding) at
15 the PROPERTY could cause damage to the PROPERTY.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

17 Vulcan incorporates by this reference the Preliminary Statement and General
18 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
19 basis and to the extent it seeks information protected from disclosure by the attorney-client
20 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
21 guaranteed by the United States and California Constitutions and/or any other applicable rule or
22 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
23 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
24 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
25 burdensome and harassing. Vulcan further objects to this request on the basis that the current
26 request seeks a legal conclusion. Vulcan further objects to this request on the grounds that it is
27 vague and ambiguous with respect to at least the term "told."

28 Subject to and without waiving the foregoing objections, Vulcan responds as

1 follows:

2 Deny.

3 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 6:**

4 Subject to and without waiving the foregoing responses, Vulcan further responds as
5 follows:

6 Vulcan admits that, aside from the language specifically included in the Lease
7 Agreements, it has not uncovered any evidence of a specific conversation with the Club prior to
8 January 1, 2004 that the presence of SPENT AMMUNITION at the PROPERTY could cause
9 damage to the PROPERTY.

10

11 **REQUEST FOR ADMISSION NO. 7:**

12 Admit that before January 1, 2004, VULCAN never told THE CLUB that the
13 presence of SPENT AMMUNITION at the PROPERTY was causing damage to the PROPERTY.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

15 Vulcan incorporates by this reference the Preliminary Statement and General
16 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
17 basis and to the extent it seeks information protected from disclosure by the attorney-client
18 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
19 guaranteed by the United States and California Constitutions and/or any other applicable rule or
20 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
21 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
22 admissible evidence. Vulcan further objects to this request on the basis that it seeks a legal
23 conclusion. Vulcan further objects to this request on the basis that it is overbroad, unduly
24 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
25 ambiguous with respect to at least the term "told."

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

28 Deny.

1 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 7:**

2 Subject to and without waiving the foregoing responses, Vulcan further responds as
3 follows:

4 Vulcan admits that, aside from the language specifically included in the Lease
5 Agreements, it has not uncovered any evidence of a specific conversation with the Club prior to
6 January 1, 2004 that the presence of SPENT AMMUNITION at the PROPERTY was causing
7 damage to the PROPERTY.

8
9 **REQUEST FOR ADMISSION NO. 8:**

10 Admit that before January 1, 2004, VULCAN never told THE CLUB that the
11 presence of lead from bullets shot at the PROPERTY was causing damage to the PROPERTY.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

13 Vulcan incorporates by this reference the Preliminary Statement and General
14 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
15 basis and to the extent it seeks information protected from disclosure by the attorney-client
16 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
17 guaranteed by the United States and California Constitutions and/or any other applicable rule or
18 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
19 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
20 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
21 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
22 conclusion. Vulcan further objects to this request on the grounds that it is vague and ambiguous
23 with respect to at least the phrase "told."

24 Subject to and without waiving the foregoing objections, Vulcan responds as
25 follows:

26 Deny.

27 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 8:**

28 Subject to and without waiving the foregoing responses, Vulcan further responds as

1 follows:

2 Vulcan admits that, aside from the language specifically included in the Lease
3 Agreements, it has not uncovered any evidence of a specific conversation with the Club prior to
4 January 1, 2004 that the presence of lead from bullets shot at the Property was causing damage to
5 the Property.

6

7 REQUEST FOR ADMISSION NO. 9:

8 Admit that before January 1, 2004, VULCAN never told THE CLUB that lead from
9 bullets shot at the PROPERTY could cause damage to the PROPERTY.

10 RESPONSE TO REQUEST FOR ADMISSION NO. 9:

11 Vulcan incorporates by this reference the Preliminary Statement and General
12 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
13 basis and to the extent it seeks information protected from disclosure by the attorney-client
14 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
15 guaranteed by the United States and California Constitutions and/or any other applicable rule or
16 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
17 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
18 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
19 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
20 conclusion. Vulcan further objects to this request on the grounds that it is vague and ambiguous
21 with respect to at least the term "told."

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

24 Deny.

25 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 9:

26 Subject to and without waiving the foregoing responses, Vulcan further responds as
27 follows:

28 Vulcan admits that, aside from the language specifically included in the Lease

1 Agreements, it has not uncovered any evidence of a specific conversation with the Club prior to
2 January 1, 2004 that lead from bullets shot at the Property could cause damage to the Property.

3
4 REQUEST FOR ADMISSION NO. 10:

5 Admit that VULCAN did not ask THE CLUB to remove SPENT AMMUNITION
6 from the PROPERTY at any time before January 1, 2003.

7 RESPONSE TO REQUEST FOR ADMISSION NO. 10:

8 Vulcan incorporates by this reference the Preliminary Statement and General
9 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
10 basis and to the extent it seeks information protected from disclosure by the attorney-client
11 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
12 guaranteed by the United States and California Constitutions and/or any other applicable rule or
13 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
14 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
15 admissible evidence. Vulcan further objects to this request on the basis that it seeks a legal
16 conclusion. Vulcan further objects to this request on the grounds that it is duplicative of other
17 requests. Vulcan further objects to this request on the basis that it is overbroad, unduly
18 burdensome and harassing.

19 Subject to and without waiving the foregoing objections, Vulcan responds as
20 follows:

21 Deny.

22 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 10:

23 Subject to and without waiving the foregoing responses, Vulcan further responds as
24 follows:

25 Vulcan admits that, aside from the language specifically included in the Lease
26 Agreements, it has not uncovered any evidence that it had a specific conversation with the Club
27 asking the Club to remove SPENT AMMUNITION from the Property any time before January 1,
28 2003.

1 REQUEST FOR ADMISSION NO. 11:

2 Admit that VULCAN did not ask THE CLUB to remove lead from the PROPERTY
3 at any time before January 1, 2003.

4 RESPONSE TO REQUEST FOR ADMISSION NO. 11:

5 Vulcan incorporates by this reference the Preliminary Statement and General
6 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
7 basis and to the extent it seeks information protected from disclosure by the attorney-client
8 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
9 guaranteed by the United States and California Constitutions and/or any other applicable rule or
10 privilege. Vulcan further objects to this request on the grounds that it is duplicative of other
11 requests. Vulcan further objects to this request on the basis and to the extent it seeks information
12 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
13 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
14 burdensome and harassing.

15 Subject to and without waiving the foregoing objections, Vulcan responds as
16 follows:

17 Deny.

18 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 11:

19 Subject to and without waiving the foregoing responses, Vulcan further responds as
20 follows:

21 Vulcan admits that, aside from the language specifically included in the Lease
22 Agreements, it has not uncovered any evidence that it had a specific conversation with the Club
23 asking the Club to remove lead from the Property any time before January 1, 2003.

24
25 REQUEST FOR ADMISSION NO. 12:

26 Admit that VULCAN never contacted THE CLUB before 2004 to specifically
27 demand THE CLUB remove SPENT AMMUNITION from the PROPERTY.

1 RESPONSE TO REQUEST FOR ADMISSION NO. 12:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
4 basis and to the extent it seeks information protected from disclosure by the attorney-client
5 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
6 guaranteed by the United States and California Constitutions and/or any other applicable rule or
7 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
8 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
9 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, undue
10 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
11 conclusion. Vulcan further objects to this request on the grounds that it is duplicative of other
12 requests. Vulcan further objects to this request on the grounds that it is vague and ambiguous with
13 respect to at least the terms/phrases "contacted" and "to specifically demand."

14 Subject to and without waiving the foregoing objections, Vulcan responds as
15 follows:

16 Deny.

17 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 12:

18 Subject to and without waiving the foregoing responses, Vulcan further responds as
19 follows:

20 Vulcan admits that, aside from the language included in the Lease Agreements, it has
21 not uncovered any evidence that it contacted the Club before 2004 to specifically demand the Club
22 remove SPENT AMMUNITION from the Property.

23
24 REQUEST FOR ADMISSION NO. 1:

25 Admit that VULCAN never contacted THE CLUB before 2004 to specifically
26 demand THE CLUB remove lead from the PROPERTY.

27 RESPONSE TO REQUEST FOR ADMISSION NO. 13:

28 Vulcan incorporates by this reference the Preliminary Statement and General

1 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
2 basis and to the extent it seeks information protected from disclosure by the attorney-client
3 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
4 guaranteed by the United States and California Constitutions and/or any other applicable rule or
5 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
6 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
7 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
8 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
9 conclusion. Vulcan further objects to this request on the grounds that it is duplicative of other
10 requests. Vulcan further objects to this request on the grounds that it is vague and ambiguous with
11 respect to at least the terms/phrases "contacted" and "to specifically demand."

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

14 Deny.

15 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 13:**

16 Subject to and without waiving the foregoing responses, Vulcan further responds as
17 follows:

18 Vulcan admits that, aside from the language included in the Lease Agreements, it has
19 not uncovered any evidence that it contacted the Club before 2004 to specifically demand the Club
20 remove lead from the Property.

21
22 **REQUEST FOR ADMISSION NO. 14:**

23 Admit that VULCAN never contacted THE CLUB before 2004 to specifically
24 request THE CLUB to remove any SPENT AMMUNITION from the PROPERTY.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

26 Vulcan incorporates by this reference the Preliminary Statement and General
27 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
28 basis and to the extent it seeks information protected from disclosure by the attorney-client

1 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
2 guaranteed by the United States and California Constitutions and/or any other applicable rule or
3 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
4 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
5 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
6 burdensome and harassing. Vulcan further objects to this request on the grounds that it is
7 duplicative of other requests. Vulcan further objects to this request on the grounds that it is vague
8 and ambiguous with respect to at least the terms/phrases "contacted" and "to specifically demand."

9 Subject to and without waiving the foregoing objections, Vulcan responds as
10 follows:

11 Deny.

12 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 14:**

13 Subject to and without waiving the foregoing responses, Vulcan further responds as
14 follows:

15 Vulcan admits that, aside from the language included in the Lease Agreements, it has
16 not uncovered any evidence that it contacted the Club before 2004 to specifically demand the Club
17 remove SPENT AMMUNITION from the Property.

18
19 **REQUEST FOR ADMISSION NO. 15:**

20 Admit that VULCAN never contacted THE CLUB before 2004 to specifically
21 request THE CLUB to remove any lead from the PROPERTY.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

23 Vulcan incorporates by this reference the Preliminary Statement and General
24 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
25 basis and to the extent it seeks information protected from disclosure by the attorney-client
26 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
27 guaranteed by the United States and California Constitutions and/or any other applicable rule or
28 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information

1 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
2 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
3 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
4 conclusion. Vulcan further objects to this request on the grounds that it is duplicative of other
5 requests. Vulcan further objects to this request on the grounds that it is vague and ambiguous with
6 respect to at least the terms/phrases "contacted" and "to specifically demand."

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

9 Deny.

10 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 15:**

11 Subject to and without waiving the foregoing responses, Vulcan further responds as
12 follows:

13 Vulcan admits that, aside from the language included in the Lease Agreements, it has
14 not uncovered any evidence that it contacted the Club before 2004 to specifically demand the Club
15 remove lead from the Property.

16
17 **REQUEST FOR ADMISSION NO. 16:**

18 Admit that at no time did VULCAN indicate a desire to THE CLUB that VULCAN
19 wanted to include a lease provision specifically dealing with SPENT AMMUNITION in a lease for
20 the PROPERTY.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 16:**

22 Vulcan incorporates by this reference the Preliminary Statement and General
23 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
24 basis and to the extent it seeks information protected from disclosure by the attorney-client
25 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
26 guaranteed by the United States and California Constitutions and/or any other applicable rule or
27 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
28 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of

1 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
2 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
3 ambiguous with respect to at least the phrases "indicate a desire" and "specifically dealing with."

4 Subject to and without waiving the foregoing objections, Vulcan responds as
5 follows:

6 Deny.

7 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 16:**

8 Subject to and without waiving the foregoing responses, Vulcan further responds as
9 follows:

10 Deny.

11
12 **REQUEST FOR ADMISSION NO. 17:**

13 Admit that at no time did VULCAN indicate a desire to the CLUB that VULCAN
14 wanted to include a lease provision specifically dealing with lead shot onto the PROPERTY in a
15 lease for the PROPERTY.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

17 Vulcan incorporates by this reference the Preliminary Statement and General
18 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
19 basis and to the extent it seeks information protected from disclosure by the attorney-client
20 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
21 guaranteed by the United States and California Constitutions and/or any other applicable rule or
22 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
23 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
24 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
25 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
26 ambiguous with respect to at least the phrases "indicate a desire" and "specifically dealing with."

27 Subject to and without waiving the foregoing objections, Vulcan responds as
28 follows:

1 Deny.

2 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 17:**

3 Subject to and without waiving the foregoing responses, Vulcan further responds as
4 follows:

5 Deny.

6
7 **REQUEST FOR ADMISSION NO. 18:**

8 Admit that at VULCAN had no contractual right to enter the PROPERTY to dump
9 material on the PROPERTY between June 17, 1987 and May 19, 1992.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 18:**

11 Vulcan incorporates by this reference the Preliminary Statement and General
12 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
13 basis and to the extent it seeks information protected from disclosure by the attorney-client
14 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
15 guaranteed by the United States and California Constitutions and/or any other applicable rule or
16 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
17 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
18 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
19 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
20 conclusion. Vulcan further objects to this request on the grounds that it is vague and ambiguous
21 with respect to at least the phrase "dump material."

22 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 18:**

23 Subject to and without waiving the foregoing responses, Vulcan further responds as
24 follows:

25 Deny.

26
27 **REQUEST FOR ADMISSION NO. 19:**

28 Admit that VULCAN had placed approximately 600,000 tons of WASTE

1 MATERIAL ("WASTE MATERIAL" refers to mined material for which there was no
2 contemporaneous buyer, including base, overburden, mining tailings, rock dust, sand, "class two"
3 mined material, or any combination thereof) on the PROPERTY as of December 14, 1994.

4 RESPONSE TO REQUEST FOR ADMISSION NO. 19:

5 Vulcan incorporates by this reference the Preliminary Statement and General
6 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
7 basis and to the extent it seeks information protected from disclosure by the attorney-client
8 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
9 guaranteed by the United States and California Constitutions and/or any other applicable rule or
10 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
11 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
12 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
13 burdensome and harassing. Vulcan further objects to this request on the basis that it seeks a legal
14 conclusion. Vulcan further objects on the grounds that the definition of WASTE MATERIAL is
15 vague and ambiguous.

16 Subject to and without waiving the foregoing objections, Vulcan responds as
17 follows:

18 Vulcan lacks information to admit or deny the current request and, therefore, denies
19 the request.

20 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 19:

21 Subject to and without waiving the foregoing responses, Vulcan further responds as
22 follows:

23 Admit.

24
25 REQUEST FOR ADMISSION NO. 20:

26 Admit that VULCAN placed at least 10,000 tons of WASTE MATERIAL on the
27 PROPERTY before June 13, 1992.

1 RESPONSE TO REQUEST FOR ADMISSION NO. 20:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
4 basis and to the extent it seeks information protected from disclosure by the attorney-client
5 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
6 guaranteed by the United States and California Constitutions and/or any other applicable rule or
7 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
8 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
9 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
10 burdensome and harassing. Vulcan further objects on the grounds that the definition of WASTE
11 MATERIAL is vague and ambiguous.

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

14 Vulcan lacks information to admit or deny the current request and, therefore, denies
15 the request.

16 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 20:

17 Subject to and without waiving the foregoing responses, Vulcan further responds as
18 follows:

19 Admit.

20
21 REQUEST FOR ADMISSION NO. 21:

22 Admit that a "stockpile" area existed at the PROPERTY before May 20, 1992.

23 RESPONSE TO REQUEST FOR ADMISSION NO. 21:

24 Vulcan incorporates by this reference the Preliminary Statement and General
25 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
26 basis and to the extent it seeks information protected from disclosure by the attorney-client
27 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
28 guaranteed by the United States and California Constitutions and/or any other applicable rule or

1 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
2 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
3 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
4 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
5 ambiguous with respect to at least the phrase "stockpile area."

6 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 21:**

7 Subject to and without waiving the foregoing responses, Vulcan further responds as
8 follows:

9 To the extent that a "stockpile area" refers to the area where Vulcan placed WASTE
10 MATERIAL, admit.

11
12 **REQUEST FOR ADMISSION NO. 22:**

13 Admit that in December of 1994, VULCAN was generating WASTE MATERIAL at
14 the rate of about 20,000 tons per month.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 22:**

16 Vulcan incorporates by this reference the Preliminary Statement and General
17 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
18 basis and to the extent it seeks information protected from disclosure by the attorney-client
19 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
20 guaranteed by the United States and California Constitutions and/or any other applicable rule or
21 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
22 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
23 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, vague,
24 unduly burdensome and harassing. Vulcan further objects on the grounds that the definition of
25 WASTE MATERIAL is vague and ambiguous.

26 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 22:**

27 Subject to and without waiving the foregoing responses, Vulcan further responds as
28 follows:

1 Admit.

2
3 REQUEST FOR ADMISSION NO. 23:

4 Admit that Preston Cowan was a heavy equipment operator at the AZUSA ROCK
5 QUARRY ("AZUSA ROCK QUARRY" refers to the quarry and related property owned by
6 VULCAN that abuts the PROPERTY) between 1985 and 1995.

7 RESPONSE TO REQUEST FOR ADMISSION NO. 23:

8 Vulcan incorporates by this reference the Preliminary Statement and General
9 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
10 basis and to the extent it seeks information protected from disclosure by the attorney-client
11 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
12 guaranteed by the United States and California Constitutions and/or any other applicable rule or
13 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
14 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
15 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
16 burdensome and harassing.

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

19 Solely to the extent that Mr. Cowan admitted to same in his deposition in the federal
20 litigation among these same parties that immediately preceded the instant state court litigation,
21 admitted.

22 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 23:

23 Subject to and without waiving the foregoing responses, Vulcan further responds as
24 follows:

25 Admit.

26
27 REQUEST FOR ADMISSION NO. 24:

28 Admit that Preston Cowan was a supervisor of employees who hauled WASTE

1 MATERIAL from the AZUSA ROCK QUARRY to the PROPERTY.

2 RESPONSE TO REQUEST FOR ADMISSION NO. 24:

3 Vulcan incorporates by this reference the Preliminary Statement and General
4 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
5 basis and to the extent it seeks information protected from disclosure by the attorney-client
6 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
7 guaranteed by the United States and California Constitutions and/or any other applicable rule or
8 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
9 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
10 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
11 burdensome and harassing. Vulcan further objects on the grounds that the definition of WASTE
12 MATERIAL is vague and ambiguous.

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

15 Solely to the extent that Mr. Cowan admitted to same in his deposition in the federal
16 litigation ("Federal Litigation") among these same parties that immediately preceded the instant
17 state court litigation, admitted.

18 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 24:

19 Subject to and without waiving the foregoing responses, Vulcan further responds as
20 follows:

21 Admit.

22
23 REQUEST FOR ADMISSION NO. 25:

24 Admit that after VULCAN had begun the WASTE PILE ("WASTE PILE" refers to
25 the pile of WASTE MATERIAL placed by VULCAN on the PROPERTY), Rick Phillips made a
26 comment to Preston Cowan expressing the idea that placing WASTE MATERIAL on the
27 PROPERTY could result in future problems regarding the lead bullets or fragments thereof being
28 buried.

1 RESPONSE TO REQUEST FOR ADMISSION NO. 25:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
4 basis and to the extent it seeks information protected from disclosure by the attorney-client
5 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
6 guaranteed by the United States and California Constitutions and/or any other applicable rule or
7 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
8 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
9 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
10 burdensome and harassing. Vulcan further objects to this request on the grounds that the definition
11 of WASTE PILE is vague and ambiguous.

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

14 Vulcan has no independent means of admitting or denying the current Request other
15 than from discovery produced in the Federal Litigation, which is equally accessible to the
16 propounding party. On this basis, Vulcan denies the request.

17 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 25:

18 Subject to and without waiving the foregoing responses, Vulcan further responds as
19 follows:

20 Vulcan admits that Preston Cowan testified in his deposition in the Federal Litigation
21 that after Vulcan had begun the WASTE PILE, Rick Phillips made a comment to Preston Cowan
22 expressing the idea that placing WASTER MATERIAL on the PROPERTY could result in future
23 problems regarding the burial of lead.

24
25 REQUEST FOR ADMISSION NO. 26:

26 Admit that VULCAN is not aware of any person who was present at any
27 conversation between Preston Cowan and Rick Phillips other than Preston Cowan and Rick Phillips.
28

1 RESPONSE TO REQUEST FOR ADMISSION NO. 26:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
4 basis and to the extent it seeks information protected from disclosure by the attorney-client
5 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
6 guaranteed by the United States and California Constitutions and/or any other applicable rule or
7 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
8 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
9 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
10 burdensome and harassing in that it refers to every conversation between Preston Cowan and Rick
11 Phillips. Vulcan further objects to this request on the grounds that it is vague and ambiguous with
12 respect to at least time.

13 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 26:

14 Subject to and without waiving the foregoing responses, Vulcan further responds as
15 follows:

16 Vulcan admits that it is not aware of any person who was present at any conversation
17 between Preston Cowan and Rick Phillips regarding the "WASTE PILE" (as that term is defined
18 herein) other than Preston Cowan and Rick Phillips.

19
20 REQUEST FOR ADMISSION NO. 27:

21 Admit that Tom Sheedy was the general manager of the AZUSA ROCK QUARRY
22 from 1983 to 2000.

23 RESPONSE TO REQUEST FOR ADMISSION NO. 27:

24 Vulcan incorporates by this reference the Preliminary Statement and General
25 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
26 basis and to the extent it seeks information protected from disclosure by the attorney-client
27 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
28 guaranteed by the United States and California Constitutions and/or any other applicable rule or

1 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
2 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
3 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
4 burdensome and harassing. Vulcan has no independent means of admitting or denying the current
5 Request other than from discovery produced in the Federal Litigation, which is equally accessible to
6 the propounding party.

7 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 27:**

8 Subject to and without waiving the foregoing responses, Vulcan further responds as
9 follows:

10 Admit.

11
12 **REQUEST FOR ADMISSION NO. 28:**

13 Admit that Preston Cowan told Tom Sheedy that placing WASTE MATERIAL on
14 the PROPERTY was resulting in lead being buried beneath the WASTE MATERIAL.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 28:**

16 Vulcan incorporates by this reference the Preliminary Statement and General
17 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
18 basis and to the extent it seeks information protected from disclosure by the attorney-client
19 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
20 guaranteed by the United States and California Constitutions and/or any other applicable rule or
21 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
22 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
23 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
24 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
25 ambiguous with respect to at least the definition of WASTE MATERIAL and the phrase "was
26 resulting in." Vulcan has no independent means of admitting or denying the current Request other
27 than from discovery produced in the Federal Litigation, which is equally accessible to the
28 propounding party.

1 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 28:**

2 Subject to and without waiving the foregoing responses, Vulcan further responds as
3 follows:

4 Vulcan admits that Preston Cowan testified in his deposition in the Federal Litigation
5 that he told Tom Sheedy that Rick Phillips had expressed the idea that placing WASTE
6 MATERIAL on the PROPERTY could result in future problems regarding the burial of lead.

7
8 **REQUEST FOR ADMISSION NO. 29:**

9 Admit that Tom Sheedy was aware of the possibility that WASTE MATERIAL was
10 being placed on top of a surface where lead bullets were present.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 29:**

12 Vulcan incorporates by this reference the Preliminary Statement and General
13 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
14 basis and to the extent it seeks information protected from disclosure by the attorney-client
15 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
16 guaranteed by the United States and California Constitutions and/or any other applicable rule or
17 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
18 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
19 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
20 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
21 ambiguous with respect to at least the definition of WASTE MATERIAL. Vulcan has no
22 independent means of admitting or denying the current Request other than from discovery produced
23 in the Federal Litigation, which is equally accessible to the propounding party.

24 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 29:**

25 Subject to and without waiving the foregoing responses, Vulcan further responds as
26 follows:

27 Admit.
28

1 REQUEST FOR ADMISSION NO. 30:

2 Admit that, prior to May 20, 1992, VULCAN knew that placement of WASTE
3 MATERIAL at the PROPERTY had resulted in the burial of lead bullets.

4 RESPONSE TO REQUEST FOR ADMISSION NO. 30:

5 Vulcan incorporates by this reference the Preliminary Statement and General
6 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
7 basis and to the extent it seeks information protected from disclosure by the attorney-client
8 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
9 guaranteed by the United States and California Constitutions and/or any other applicable rule or
10 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
11 ~~neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of~~
12 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
13 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
14 ambiguous with respect to at least the definition of WASTE MATERIAL.

15 Subject to and without waiving the foregoing objections, Vulcan responds as
16 follows:

17 Deny.

18 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 30:

19 Deny.

20
21 REQUEST FOR ADMISSION NO. 31:

22 Admit that, immediately prior to the commencement of the creation of the WASTE
23 PILE, VULCAN was aware of the possibility that the placement of the WASTE PILE at the
24 PROPERTY might result in the burial of lead bullets.

25 RESPONSE TO REQUEST FOR ADMISSION NO. 31:

26 Vulcan incorporates by this reference the Preliminary Statement and General
27 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
28 basis and to the extent it seeks information protected from disclosure by the attorney-client

1 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
2 guaranteed by the United States and California Constitutions and/or any other applicable rule or
3 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
4 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
5 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
6 burdensome and harassing. Vulcan further objects to this request as it calls for speculation and
7 remains vague and ambiguous with respect to at least the definition of WASTE PILE and the phrase
8 "might result in."

9 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 31:**

10 Subject to and without waiving the foregoing responses, Vulcan further responds as
11 follows:

12 Admit.

13
14 **REQUEST FOR ADMISSION NO. 32:**

15 Admit that on several occasions between 1989 and 2000, Preston Cowan oversaw the
16 use of heavy equipment to relocate material from the WASTE PILE that had flowed onto the range
17 floor at the PROPERTY.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 32:**

19 Vulcan incorporates by this reference the Preliminary Statement and General
20 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
21 basis and to the extent it seeks information protected from disclosure by the attorney-client
22 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
23 guaranteed by the United States and California Constitutions and/or any other applicable rule or
24 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
25 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
26 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
27 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
28 ambiguous with respect to at least the definition of WASTE PILE, the term "material" and the

1 phrase "flowed onto the range floor." Vulcan has no independent means of admitting or denying the
2 current Request other than from discovery produced in the Federal Litigation, which is equally
3 accessible to the propounding party.

4 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 32:**

5 Subject to and without waiving the foregoing responses, Vulcan further responds as
6 follows:

7 Vulcan admits that in the Federal Litigation, Preston Cowan submitted a declaration
8 stating that he oversaw the use of heavy equipment to relocate material from the WASTE PILE that
9 had flowed onto the range floor at the PROPERTY after heavy rains.

10
11 **REQUEST FOR ADMISSION NO. 33:**

12 Admit that on several occasions between 1989 and 2000, Preston Cowan used heavy
13 equipment to relocate material from the WASTE PILE that had flowed onto the range floor at the
14 PROPERTY.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 33:**

16 Vulcan incorporates by this reference the Preliminary Statement and General
17 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
18 basis and to the extent it seeks information protected from disclosure by the attorney-client
19 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
20 guaranteed by the United States and California Constitutions and/or any other applicable rule or
21 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
22 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
23 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
24 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
25 ambiguous with respect to at least the definition of WASTE PILE, the term "material" and the
26 phrase "flowed onto the range floor." Vulcan has no independent means of admitting or denying the
27 current Request other than from discovery produced in the Federal Litigation, which is equally
28 accessible to the propounding party.

1 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 33:**

2 Subject to and without waiving the foregoing responses, Vulcan further responds as
3 follows:

4 Vulcan admits that in the Federal Litigation, Preston Cowan submitted a declaration
5 stating that he used heavy equipment to relocate material from the WASTE PILE that had flowed
6 onto the range floor at the PROPERTY after heavy rains eroded the WASTE PILE.

7
8 **REQUEST FOR ADMISSION NO. 34:**

9 Admit that VULCAN relocated material from the range floor to the top of the
10 WASTE PILE.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 34:**

12 Vulcan incorporates by this reference the Preliminary Statement and General
13 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
14 basis and to the extent it seeks information protected from disclosure by the attorney-client
15 privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons
16 guaranteed by the United States and California Constitutions and/or any other applicable rule or
17 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
18 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
19 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
20 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
21 ambiguous with respect to at least the definition of WASTE PILE, the term "material" and the
22 phrase "range floor." Vulcan has no independent means of admitting or denying the current Request
23 other than from discovery produced in the Federal Litigation, which is equally accessible to the
24 propounding party.

25 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 34:**

26 Subject to and without waiving the foregoing responses, Vulcan further responds as
27 follows:

28 Vulcan admits that in the Federal Litigation, Preston Cowan submitted a declaration

1 stating that he relocated material from the range floor to the top of the WASTE PILE when heavy
2 rain eroded the WASTE PILE.

3
4 REQUEST FOR ADMISSION NO. 35:

5 Admit that a VULCAN employee used a truck of some type to relocate WASTE
6 MATERIAL from an area at the base of the WASTE PILE to the top of the WASTE PILE.

7 RESPONSE TO REQUEST FOR ADMISSION NO. 35:

8 Vulcan incorporates by this reference the Preliminary Statement and General
9 Objections set forth above, as if fully set forth herein. Vulcan further objects to this request on the
10 basis and to the extent it seeks information protected from disclosure by the attorney-client
11 ~~privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons~~
12 guaranteed by the United States and California Constitutions and/or any other applicable rule or
13 privilege. Vulcan further objects to this request on the basis and to the extent it seeks information
14 neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of
15 admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
16 burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and
17 ambiguous with respect to at least the definitions of "WASTE MATERIAL" and "WASTE PILE."
18 Vulcan has no independent means of admitting or denying the current Request other than from
19 discovery produced in the Federal Litigation, which is equally accessible to the propounding party.

20 Subject to and without waiving the foregoing objections, Vulcan responds as
21 follows:

22 Vulcan lacks sufficient information to admit or deny the current Request and,
23 therefore, denies the request.

24 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 35:

25 Subject to and without waiving the foregoing responses, Vulcan further responds as
26 follows:

27 Vulcan admits that in the Federal Litigation, Preston Cowan submitted a declaration
28 stating that he used a loader and a dump truck to relocate WASTE MATERIAL from an area at the

1 base of the WASTE PILE to the top of the WASTE PILE after heavy rains eroded the WASTE
2 PILE.

3
4 REQUEST FOR ADMISSION NO. 36:

5 Admit that material relocated from the base of the WASTE PILE to the top of the
6 WASTE PILE contained whatever was in the WASTE PILE that had slid to the range floor.

7 RESPONSE TO REQUEST FOR ADMISSION NO. 36:

8 Vulcan incorporates by this reference the Preliminary Statement and General
9 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
10 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
11 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
12 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
13 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
14 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
15 persons guaranteed by the United States and California Constitutions and/or any other applicable
16 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
17 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
18 discovery of admissible evidence. Vulcan further objects to this request on the basis that it calls for
19 speculation, and remains overbroad, unduly burdensome and harassing. Vulcan further objects to
20 this request on the grounds that it is vague and ambiguous with respect to at least the definition of
21 "WASTE PILE," the term "material" and the phrase "slid to the range floor."

22 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 36:

23 Subject to and without waiving the foregoing responses, Vulcan further responds as
24 follows:

25 Vulcan admits that in the Federal Litigation, Preston Cowan submitted a declaration
26 stating that the material relocated from the base of the WASTE PILE to the top of the WASTE
27 PILE contained whatever was in the WASTE PILE that had slid to the range floor.

1 REQUEST FOR ADMISSION NO. 37:

2 Admit that bullets and WASTE PILE material slid from the WASTE PILE onto a
3 flat area immediately south of the WASTE PILE.

4 RESPONSE TO REQUEST FOR ADMISSION NO. 37:

5 Vulcan incorporates by this reference the Preliminary Statement and General
6 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
7 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
8 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
9 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
10 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
11 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
12 persons guaranteed by the United States and California Constitutions and/or any other applicable
13 rule or privilege. Vulcan further objects to this request on the basis and to the extent it calls for
14 speculation, and seeks information neither relevant to the issues in dispute nor reasonably calculated
15 to lead to the discovery of admissible evidence. Vulcan further objects to this request on the basis
16 that it is overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the
17 grounds that it is vague and ambiguous with respect to at least the definition of "WASTE PILE" the
18 term "material" and the phrase "a flat area immediately south of."

19 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 37:

20 Subject to and without waiving the foregoing responses, Vulcan further responds as
21 follows:

22 Vulcan admits that in the Federal Litigation, Preston Cowan submitted a declaration
23 stating that when heavy rains eroded the WASTE PILE, he believed that the material that slid from
24 the WASTE PILE onto a flat area immediately south of the WASTE PILE contained bullets and
25 WASTE PILE material.

26
27 REQUEST FOR ADMISSION NO. 38:

28 Admit that Tom Jenkins was a VULCAN project manager from 1984 to 1997.

1 RESPONSE TO REQUEST FOR ADMISSION NO. 38:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
4 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
5 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
6 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
7 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
8 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
9 persons guaranteed by the United States and California Constitutions and/or any other applicable
10 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
11 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
12 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
13 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
14 that it is vague and ambiguous with respect to at least the phrase "project manager." Vulcan has no
15 independent means of admitting or denying the current Request other than from discovery produced
16 in the Federal Litigation, which is equally accessible to the propounding party.

17 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 38:

18 Subject to and without waiving the foregoing responses, Vulcan further responds as
19 follows:

20 Admit.

21
22 REQUEST FOR ADMISSION NO. 39:

23 Admit that Tom Davis was the supervisor of Tom Jenkins from 1984 to 1997.

24 RESPONSE TO REQUEST FOR ADMISSION NO. 39:

25 Vulcan incorporates by this reference the Preliminary Statement and General
26 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
27 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
28 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to

1 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
2 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
3 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
4 persons guaranteed by the United States and California Constitutions and/or any other applicable
5 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
6 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
7 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
8 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
9 denying the current Request other than from discovery produced in the Federal Litigation, which is
10 equally accessible to the propounding party.

11 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 39:

12 Subject to and without waiving the foregoing responses, Vulcan further responds as
13 follows:

14 Admit.

15
16 REQUEST FOR ADMISSION NO. 40:

17 Admit that Tom Jenkins delivered a DRAFT LEASE ("DRAFT LEASE" refers to a
18 draft of the May 20, 1992 LEASE between THE CLUB and VULCAN) to THE CLUB on
19 February 10, 1992.

20 RESPONSE TO REQUEST FOR ADMISSION NO. 40:

21 Vulcan incorporates by this reference the Preliminary Statement and General
22 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
23 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
24 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
25 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
26 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
27 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
28 persons guaranteed by the United States and California Constitutions and/or any other applicable

1 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
2 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
3 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
4 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
5 denying the current Request other than from discovery produced in the Federal Litigation, which is
6 equally accessible to the propounding party.

7 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 40:**

8 Subject to and without waiving the foregoing responses, Vulcan further responds as
9 follows:

10 Vulcan admits that Tom Jenkins signed the February 10, 1992 Letter of Transmittal
11 of the February 19, 1992 Draft Lease which indicated that it was hand delivered. SGVGC004962.

12
13 **REQUEST FOR ADMISSION NO. 41:**

14 Admit that the document attached as Exhibit A is a true and correct copy of the
15 DRAFT LEASE.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 41:**

17 Vulcan incorporates by this reference the Preliminary Statement and General
18 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
19 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
20 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
21 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
22 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
23 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
24 persons guaranteed by the United States and California Constitutions and/or any other applicable
25 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
26 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
27 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
28 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or

1 denying the current Request other than from discovery produced in the Federal Litigation, which is
2 equally accessible to the propounding party.

3 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 41:**

4 Subject to and without waiving the foregoing responses, Vulcan further responds as
5 follows:

6 Admit.

7
8 **REQUEST FOR ADMISSION NO. 42:**

9 Admit that the DRAFT LEASE contained a provision ("DRAFT LEASE
10 PROVISION") (part of ¶ 9 therein, titled "Use of Premises") providing the following:

11 Landlord shall have the right to establish reasonable rules and regulations regarding the
12 Tenants's permitted use of the Premises, including without limitation specifications
13 regarding the type of shot used, and Tenant agrees to observe all such reasonable rules and
14 regulations. Tenant shall not cause or permit any "Hazardous Materials" (as hereinafter
15 defined) to be brought upon, kept, or used in or about the Premises by Tenant, its agents,
16 employees, contractors, or invitees. As used herein, the term "Hazardous Material" means
17 any hazardous or toxic substance, material or waste which is or becomes regulated by any
18 local authority, the State of California, or the United States Government.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 42:**

20 Vulcan incorporates by this reference the Preliminary Statement and General
21 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
22 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
23 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
24 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
25 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
26 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
27 persons guaranteed by the United States and California Constitutions and/or any other applicable
28 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks

1 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
2 discovery of admissible evidence. The current Request also calls for a legal conclusion. Vulcan
3 has no independent means of admitting or denying the current Request other than from discovery
4 produced in the Federal Litigation, which is equally accessible to the propounding party. On this
5 basis, Vulcan denies the request. Vulcan further objects to this request on the basis that it is
6 overbroad, unduly burdensome and harassing.

7 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 42:**

8 Subject to and without waiving the foregoing responses, Vulcan further responds as
9 follows:

10 Admit.

11
12 **REQUEST FOR ADMISSION NO. 43:**

13 Admit that THE CLUB provided comments to the DRAFT LEASE on February 24,
14 1992.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 43:**

16 Vulcan incorporates by this reference the Preliminary Statement and General
17 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
18 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
19 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
20 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
21 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
22 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
23 persons guaranteed by the United States and California Constitutions and/or any other applicable
24 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
25 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
26 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
27 overbroad, unduly burdensome and harassing.

1 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 43:**

2 Subject to and without waiving the foregoing responses, Vulcan further responds as
3 follows:

4 Admit.

5
6 **REQUEST FOR ADMISSION NO. 44:**

7 Admit that THE CLUB's provided VULCAN with written comments to the DRAFT
8 LEASE requesting that the DRAFT LEASE to be revised by deletion of the first sentence of the
9 DRAFT LEASE PROVISION.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 44:**

11 Vulcan incorporates by this reference the Preliminary Statement and General
12 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
13 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
14 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
15 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
16 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
17 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
18 persons guaranteed by the United States and California Constitutions and/or any other applicable
19 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
20 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
21 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
22 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
23 denying the current Request other than from discovery produced in the Federal Litigation, which is
24 equally accessible to the propounding party.

25 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 44:**

26 Subject to and without waiving the foregoing responses, Vulcan further responds as
27 follows:

28 Admit.

1 REQUEST FOR ADMISSION NO. 45:

2 Admit that THE CLUB provided VULCAN with written comments to the DRAFT
3 LEASE requesting a proposed lease include the language "except ammunition, propellant powder,
4 normal gun cleaning solvents, diesel fuel in safety cans, and fuel in vehicle fuel tanks" be added to
5 the end of the DRAFT LEASE PROVISION.

6 RESPONSE TO REQUEST FOR ADMISSION NO. 45:

7 Vulcan incorporates by this reference the Preliminary Statement and General
8 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
9 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
10 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
11 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
12 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
13 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
14 persons guaranteed by the United States and California Constitutions and/or any other applicable
15 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
16 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
17 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
18 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
19 denying the current Request other than from discovery produced in the Federal Litigation, which is
20 equally accessible to the propounding party.

21 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 45:

22 Subject to and without waiving the foregoing responses, Vulcan further responds as
23 follows:

24 Admit.

25
26 REQUEST FOR ADMISSION NO. 46:

27 Admit that on March 5, 1992, VULCAN provided a written communication to THE
28 CLUB regarding the DRAFT LEASE.

1 RESPONSE TO REQUEST FOR ADMISSION NO. 46:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
4 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
5 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
6 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
7 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
8 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
9 persons guaranteed by the United States and California Constitutions and/or any other applicable
10 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
11 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
12 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
13 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
14 denying the current Request other than from discovery produced in the Federal Litigation, which is
15 equally accessible to the propounding party.

16 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 46:

17 Subject to and without waiving the foregoing responses, Vulcan further responds as
18 follows:

19 Admit.

20
21 REQUEST FOR ADMISSION NO. 47:

22 Admit that the document attached as Exhibit B is a true and correct copy of THE
23 CLUB's March 5, 1992 comments to the DRAFT LEASE as received by VULCAN.

24 RESPONSE TO REQUEST FOR ADMISSION NO. 47:

25 Vulcan incorporates by this reference the Preliminary Statement and General
26 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
27 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
28 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to

1 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
2 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
3 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
4 persons guaranteed by the United States and California Constitutions and/or any other applicable
5 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
6 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
7 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
8 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
9 denying the current Request other than from discovery produced in the Federal Litigation, which is
10 equally accessible to the propounding party.

11 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 47:**

12 Subject to and without waiving the foregoing responses, Vulcan further responds as
13 follows:

14 Admit.

15
16 **REQUEST FOR ADMISSION NO. 48:**

17 Admit that VULCAN's March 5, 1992 response to THE CLUB's written comments
18 to the DRAFT LEASE does not mention SPENT AMMUNITION or the cleanup thereof.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 48:**

20 Vulcan incorporates by this reference the Preliminary Statement and General
21 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
22 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
23 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
24 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
25 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
26 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
27 persons guaranteed by the United States and California Constitutions and/or any other applicable
28 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks

1 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
2 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
3 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
4 denying the current Request other than from discovery produced in the Federal Litigation, which is
5 equally accessible to the propounding party.

6 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 48:**

7 Subject to and without waiving the foregoing responses, Vulcan further responds as
8 follows:

9 Vulcan admits that its March 5, 1992 response to the Club's written comments to the
10 DRAFT LEASE does not contain the words "SPENT AMMUNITION."

11
12 **REQUEST FOR ADMISSION NO. 49:**

13 Admit that VULCAN's March 5, 1992 response to THE CLUB's written comments
14 to the DRAFT LEASE does not mention fired lead bullets or the cleanup thereof.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 49:**

16 Vulcan incorporates by this reference the Preliminary Statement and General
17 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
18 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
19 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
20 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
21 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
22 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
23 persons guaranteed by the United States and California Constitutions and/or any other applicable
24 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
25 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
26 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
27 overbroad, unduly burdensome and harassing as among other points, the document- to the extent it
28 is authenticated- is self-explanatory. Vulcan has no independent means of admitting or denying

1 the current Request other than from discovery produced in the Federal Litigation, which is equally
2 accessible to the propounding party.

3 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 49:**

4 Subject to and without waiving the foregoing responses, Vulcan further responds as
5 follows:

6 Vulcan admits that its March 5, 1992 response to the Club's written comments to the
7 DRAFT LEASE does not contain the words "fired lead bullets."

8
9 **REQUEST FOR ADMISSION NO. 50:**

10 Admit that the document attached as Exhibit C is a true and correct copy of the
11 FINAL LEASE ("FINAL LEASE" refers to the lease between VULCAN and THE CLUB dated
12 May 20, 1992).

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 50:**

14 Vulcan incorporates by this reference the Preliminary Statement and General
15 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
16 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
17 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
18 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
19 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
20 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
21 persons guaranteed by the United States and California Constitutions and/or any other applicable
22 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
23 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
24 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
25 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis
26 that it is overbroad, unduly burdensome and harassing as among other points, the document- to the
27 extent it is authenticated- is self-explanatory. Vulcan has no independent means of admitting or
28 denying the current Request other than from discovery produced in the Federal Litigation, which is

1 equally accessible to the propounding party.

2 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 50:**

3 Subject to and without waiving the foregoing responses, Vulcan further responds as
4 follows:

5 Admit.

6
7 **REQUEST FOR ADMISSION NO. 51:**

8 Admit that the FINAL LEASE does not contain the text referred to herein as the
9 DRAFT LEASE PROVISION.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 51:**

11 Vulcan incorporates by this reference the Preliminary Statement and General
12 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
13 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
14 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
15 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
16 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
17 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
18 persons guaranteed by the United States and California Constitutions and/or any other applicable
19 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
20 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
21 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
22 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
23 that it is vague and ambiguous with respect to at least the phrase "does not contain the text referred
24 to herein as." Vulcan further objects to this request on the basis that it is overbroad, unduly
25 burdensome and harassing as among other points, the document- to the extent it is authenticated- is
26 self-explanatory. Vulcan has no independent means of admitting or denying the current Request
27 other than from discovery produced in the Federal Litigation, which is equally accessible to the
28 propounding party.

1 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 51:

2 Subject to and without waiving the foregoing responses, Vulcan further responds as
3 follows:

4 Vulcan admits that the FINAL LEASE does not contain, verbatim, the DRAFT
5 LEASE PROVISION, but does contain a variation thereof which states:

6 In the event of any new, changed, or unforeseen circumstances,
7 Landlord shall have the right to establish reasonable rules and
8 regulations regarding Tenant's permitted use of the Premises,
9 excluding rules or regulations regarding the type or size of
10 ammunition or shot, and Tenant agrees to observe all such reasonable
11 rules and regulations. Except for ammunition, propellant powder,
12 normal gun cleaning solvents, diesel fuel in safety cans, and fuel in
13 vehicle fuel tanks, all of which shall be at all times stored, handled,
14 used and disposed of in strict accordance with all applicable laws and
15 regulations, Tenant shall not cause or permit any "Hazardous
16 Material" (as hereinafter defined) to be brought upon, kept, or used in
17 or about the premises by Tenant, its agents, employees, contractors or
18 invitees. As used herein, the term "Hazardous Material" means any
19 hazardous or toxic substance, material or waste which is or becomes
20 regulated by any local authority, the State of California or the United
21 States Government.

22 Section 9 to Exhibit C attached to Club's Requests for Admissions.

23 REQUEST FOR ADMISSION NO. 52:

24 Admit that, prior to May 20, 1992, VULCAN never indicated to THE CLUB that the
25 DRAFT LEASE PROVISION was intended to address SPENT AMMUNITION.

26 RESPONSE TO REQUEST FOR ADMISSION NO. 52:

27 Vulcan incorporates by this reference the Preliminary Statement and General
28 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
grounds that it exceeds the number of Requests for Admissions permitted by California Code of
Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
request on the basis and to the extent it seeks information protected from disclosure by the attorney-
client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
persons guaranteed by the United States and California Constitutions and/or any other applicable

1 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
2 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
3 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
4 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
5 that it is vague and ambiguous with respect to at least the phrases "never indicated" and "was
6 intended to address." Vulcan further objects to this request on the basis that it is overbroad,
7 unduly burdensome and harassing as among other points, the document- to the extent it is
8 authenticated- is self-explanatory. Vulcan has no independent means of admitting or denying the
9 current Request other than from discovery produced in the Federal Litigation, which is equally
10 accessible to the propounding party.

11 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 52:

12 Subject to and without waiving the foregoing responses, Vulcan further responds as
13 follows:

14 Deny.

16 REQUEST FOR ADMISSION NO. 53:

17 Admit that, prior to May 20, 1992, VULCAN never indicated to THE CLUB that the
18 DRAFT LEASE PROVISION was intended to address lead bullets that had been fired at the
19 PROPERTY.

20 RESPONSE TO REQUEST FOR ADMISSION NO. 53:

21 Vulcan incorporates by this reference the Preliminary Statement and General
22 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
23 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
24 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
25 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
26 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
27 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
28 persons guaranteed by the United States and California Constitutions and/or any other applicable

1 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
2 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
3 discovery of admissible evidence. Vulcan further objects to this request on the grounds that it is
4 vague and ambiguous with respect to at least the phrases "never indicated" and "was intended to
5 address." Vulcan further objects to this request on the basis that it is overbroad, unduly
6 burdensome and harassing as among other points, the document- to the extent it is authenticated- is
7 self-explanatory. Vulcan has no independent means of admitting or denying the current Request
8 other than from discovery produced in the Federal Litigation, which is equally accessible to the
9 propounding party.

10 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 53:**

11 Subject to and without waiving the foregoing responses, Vulcan further responds as
12 follows:

13 Deny.

14
15 **REQUEST FOR ADMISSION NO. 54:**

16 Admit that, prior to 2005, VULCAN never indicated to THE CLUB that the DRAFT
17 LEASE PROVISION was intended to address SPENT AMMUNITION.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 54:**

19 Vulcan incorporates by this reference the Preliminary Statement and General
20 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
21 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
22 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
23 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
24 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
25 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
26 persons guaranteed by the United States and California Constitutions and/or any other applicable
27 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
28 information neither relevant to the issues in dispute nor reasonably calculated to lead to the

1 discovery of admissible evidence." Vulcan further objects to this request on the grounds that it is
2 vague and ambiguous with respect to at least the phrases "never indicated" and "was intended to
3 address." Vulcan further objects to this request on the basis that it is overbroad, unduly
4 burdensome and harassing as among other points, the document- to the extent it is authenticated- is
5 self-explanatory. Vulcan has no independent means of admitting or denying the current Request
6 other than from discovery produced in the Federal Litigation, which is equally accessible to the
7 propounding party.

8 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 54:**

9 Subject to and without waiving the foregoing responses, Vulcan further responds as
10 follows:

11 Deny.

12
13 **REQUEST FOR ADMISSION NO. 55:**

14 Admit that the value the PROPERTY is less than \$1.5 million.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 55:**

16 Vulcan incorporates by this reference the Preliminary Statement and General
17 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
18 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
19 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
20 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
21 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
22 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
23 persons guaranteed by the United States and California Constitutions and/or any other applicable
24 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
25 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
26 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
27 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
28 that it is vague and ambiguous with respect to at least time.

1 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 55:**

2 Subject to and without waiving the foregoing responses, Vulcan further responds as
3 follows:

4 After conducting a reasonable inquiry, Vulcan is without sufficient information to
5 confirm or deny and therefore denies.

6
7 **REQUEST FOR ADMISSION NO. 56:**

8 Admit that the FINAL LEASE did not incorporate by reference any prior lease
9 between VULCAN and THE CLUB.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 56:**

11 Vulcan incorporates by this reference the Preliminary Statement and General
12 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
13 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
14 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
15 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
16 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
17 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
18 persons guaranteed by the United States and California Constitutions and/or any other applicable
19 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks a legal
20 conclusion, is self-explanatory, and seeks information neither relevant to the issues in dispute nor
21 reasonably calculated to lead to the discovery of admissible evidence. Vulcan further objects to this
22 request on the basis that it is overbroad, unduly burdensome and harassing. Vulcan further objects
23 to this request on the basis that it is overbroad, unduly burdensome and harassing as among other
24 points, the document- to the extent it is authenticated- is self-explanatory. Vulcan has no
25 independent means of admitting or denying the current Request other than from discovery produced
26 in the Federal Litigation, which is equally accessible to the propounding party.

27 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 56:**

28 Subject to and without waiving the foregoing responses, Vulcan further responds as

1 follows:

2 Admit.

3
4 REQUEST FOR ADMISSION NO. 57:

5 Admit that the FINAL LEASE included what is commonly referred to as an
6 "integration clause."

7 RESPONSE TO REQUEST FOR ADMISSION NO. 57:

8 Vulcan incorporates by this reference the Preliminary Statement and General
9 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
10 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
11 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
12 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
13 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
14 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
15 persons guaranteed by the United States and California Constitutions and/or any other applicable
16 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks a legal
17 conclusion, the subject document is self-explanatory, and the request seeks information neither
18 relevant to the issues in dispute nor reasonably calculated to lead to the discovery of admissible
19 evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly
20 burdensome and harassing.

21 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 57:

22 Subject to and without waiving the foregoing responses, Vulcan further responds as
23 follows:

24 Admit.

25
26 REQUEST FOR ADMISSION NO. 58:

27 Admit that VULCAN created the WASTE PILE on the PROPERTY.
28

1 RESPONSE TO REQUEST FOR ADMISSION NO. 58:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
4 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
5 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
6 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
7 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
8 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
9 persons guaranteed by the United States and California Constitutions and/or any other applicable
10 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
11 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
12 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
13 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
14 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan
15 has no independent means of admitting or denying the current Request other than from discovery
16 produced in the Federal Litigation, which is equally accessible to the propounding party.

17 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 58:

18 Subject to and without waiving the foregoing responses, Vulcan further responds as
19 follows:

20 Admit.

21
22 REQUEST FOR ADMISSION NO. 59:

23 Admit that VULCAN started creating the WASTE PILE before May 20, 1992.

24 RESPONSE TO REQUEST FOR ADMISSION NO. 59:

25 Vulcan incorporates by this reference the Preliminary Statement and General
26 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
27 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
28 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to

1 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
2 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
3 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
4 persons guaranteed by the United States and California Constitutions and/or any other applicable
5 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
6 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
7 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
8 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
9 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan has
10 no independent means of admitting or denying the current Request other than from discovery
11 produced in the Federal Litigation, which is equally accessible to the propounding party.

12 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 59:**

13 Subject to and without waiving the foregoing responses, Vulcan further responds as
14 follows:

15 Vulcan admits that it or one of its predecessors in interest started creating the
16 WASTE PILE before May 20, 1992.

17
18 **REQUEST FOR ADMISSION NO. 60:**

19 Admit that VULCAN did not seek permission from THE CLUB to create the
20 WASTE PILE.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 60:**

22 Vulcan incorporates by this reference the Preliminary Statement and General
23 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
24 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
25 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
26 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
27 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
28 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other

1 persons guaranteed by the United States and California Constitutions and/or any other applicable
2 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
3 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
4 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
5 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
6 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan
7 further objects to this request on the basis that it seeks a legal conclusion. Vulcan has no
8 independent means of admitting or denying the current Request other than from discovery produced
9 in the Federal Litigation, which is equally accessible to the propounding party.

10 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 60:**

11 Subject to and without waiving the foregoing responses, Vulcan further responds as
12 follows:

13 Deny.

14
15 **REQUEST FOR ADMISSION NO. 61:**

16 Admit that before the creation of the WASTE PILE, VULCAN conducted internal
17 meetings at which the creation of the WASTE PILE was discussed.

18 **RESPONSE TO REQUEST FOR ADMISSION NO. 61:**

19 Vulcan incorporates by this reference the Preliminary Statement and General
20 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
21 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
22 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
23 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
24 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
25 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
26 persons guaranteed by the United States and California Constitutions and/or any other applicable
27 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
28 information neither relevant to the issues in dispute nor reasonably calculated to lead to the

1 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
2 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
3 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan
4 has no independent means of admitting or denying the current Request other than from discovery
5 produced in the Federal Litigation, which is equally accessible to the propounding party.

6 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 61:**

7 Subject to and without waiving the foregoing responses, Vulcan further responds as
8 follows:

9 Admit.

10
11 **REQUEST FOR ADMISSION NO. 62:**

12 Admit that, prior to the creation of the WASTE PILE, no employee of VULCAN' s
13 reviewed VULCAN's then-current lease with THE CLUB to determine if VULCAN had the
14 contractual right to place the WASTE PILE on the PROPERTY while leased by THE CLUB.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 62:**

16 Vulcan incorporates by this reference the Preliminary Statement and General
17 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
18 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
19 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
20 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
21 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
22 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
23 persons guaranteed by the United States and California Constitutions and/or any other applicable
24 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
25 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
26 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
27 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
28 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan has

1 no independent means of admitting or denying the current Request other than from discovery
2 produced in the Federal Litigation, which is equally accessible to the propounding party.

3 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 62:**

4 Subject to and without waiving the foregoing responses, Vulcan further responds as
5 follows:

6 Admit.

7
8 **REQUEST FOR ADMISSION NO. 63:**

9 Admit that VULCAN is the successor to an entity known as "Crystal Partnership."

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 63:**

11 Vulcan incorporates by this reference the Preliminary Statement and General
12 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
13 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
14 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
15 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
16 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
17 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
18 persons guaranteed by the United States and California Constitutions and/or any other applicable
19 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
20 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
21 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
22 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis
23 that it seeks a legal conclusion. Vulcan has no independent means of admitting or denying the
24 current Request other than from discovery produced in the Federal Litigation, which is equally
25 accessible to the propounding party.

26 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 63:**

27 Subject to and without waiving the foregoing responses, Vulcan further responds as
28 follows:

1 Admit.

2
3 REQUEST FOR ADMISSION NO. 64:

4 Admit that VULCAN is the successor to an entity known as "Krist Construction."

5 RESPONSE TO REQUEST FOR ADMISSION NO. 64:

6 Vulcan incorporates by this reference the Preliminary Statement and General
7 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
8 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
9 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
10 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
11 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
12 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
13 persons guaranteed by the United States and California Constitutions and/or any other applicable
14 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
15 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
16 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
17 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis
18 that it seeks a legal conclusion. Vulcan has no independent means of admitting or denying the
19 current Request other than from discovery produced in the Federal Litigation, which is equally
20 accessible to the propounding party.

21 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 64:

22 Subject to and without waiving the foregoing responses, Vulcan further responds as
23 follows:

24 Admit.

25
26 REQUEST FOR ADMISSION NO. 65:

27 Admit that VULCAN is the successor to an entity known as "Azusa Rock, Inc."
28

1 RESPONSE TO REQUEST FOR ADMISSION NO. 65:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
4 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
5 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
6 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
7 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
8 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
9 persons guaranteed by the United States and California Constitutions and/or any other applicable
10 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
11 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
12 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
13 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis
14 that it seeks a legal conclusion. Vulcan has no independent means of admitting or denying the
15 current Request other than from discovery produced in the Federal Litigation, which is equally
16 accessible to the propounding party.

17 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 65:

18 Subject to and without waiving the foregoing responses, Vulcan further responds as
19 follows:

20 Admit.

21
22 REQUEST FOR ADMISSION NO. 66:

23 Admit that VULCAN cannot identify a document indicating that VULCAN
24 reviewed a lease with THE CLUB for the purpose of determining VULCAN's rights regarding the
25 creation of the WASTE PILE.

26 RESPONSE TO REQUEST FOR ADMISSION NO. 66:

27 Vulcan incorporates by this reference the Preliminary Statement and General
28 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the

1 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
2 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
3 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
4 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
5 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
6 persons guaranteed by the United States and California Constitutions and/or any other applicable
7 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
8 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
9 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
10 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
11 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE," and the
12 phrase "reviewed a lease." Vulcan further objects to this request on the basis that it seeks a legal
13 conclusion. Vulcan has no independent means of admitting or denying the current Request other
14 than from discovery produced in the Federal Litigation, which is equally accessible to the
15 propounding party.

16 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 66:**

17 Subject to and without waiving the foregoing responses, Vulcan further responds as
18 follows:

19 Admit.

20
21 **REQUEST FOR ADMISSION NO. 67:**

22 Admit that Herb Bock has no recollection as to whether the WASTE PILE was
23 transported onto the PROPERTY after May 20, 1992.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 67:**

25 Vulcan incorporates by this reference the Preliminary Statement and General
26 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
27 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
28 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to

1- California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
2 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
3 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
4 persons guaranteed by the United States and California Constitutions and/or any other applicable
5 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
6 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
7 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
8 overbroad, unduly burdensome and harassing as, among other points, Vulcan has no information or
9 control related to the recollection of Mr. Bock, a former Gun Club executive. Vulcan further
10 objects to this request on the grounds that it is vague and ambiguous with respect to at least the
11 definition of "WASTE PILE." Vulcan further objects to this request on the basis that it seeks a legal
12 conclusion. Vulcan has no independent means of admitting or denying the current Request other
13 than from discovery produced in the Federal Litigation, which is equally accessible to the
14 propounding party.

15 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 67:**

16 Subject to and without waiving the foregoing responses, Vulcan further responds as
17 follows:

18 Vulcan admits that Herb Bock testified at his deposition in the Federal Litigation that
19 he had no recollection as to whether the WASTE PILE was transported onto the PROPERTY after
20 May 20, 1992.

21
22 **REQUEST FOR ADMISSION NO. 68:**

23 Admit that VULCAN is not aware of any person affiliated with THE CLUB who is
24 more knowledgeable concerning the creation of the WASTE PILE than Rick Phillips.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 68:**

26 Vulcan incorporates by this reference the Preliminary Statement and General
27 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
28 grounds that it exceeds the number of Requests for Admissions permitted by California Code of

1 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
2 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
3 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
4 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
5 persons guaranteed by the United States and California Constitutions and/or any other applicable
6 rule or privilege. The current Request also calls for speculation. Vulcan further objects to this
7 request on the basis and to the extent it seeks information neither relevant to the issues in dispute
8 nor reasonably calculated to lead to the discovery of admissible evidence. Vulcan further objects to
9 this request on the basis that it is overbroad, unduly burdensome and harassing. Vulcan further
10 objects to this request on the grounds that it is vague and ambiguous with respect to at least the
11 definition of "WASTE PILE." Vulcan has no independent means of admitting or denying the
12 current Request other than from discovery produced in the Federal Litigation, which is equally
13 accessible to the propounding party.

14 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 68:**

15 Subject to and without waiving the foregoing responses, Vulcan further responds as
16 follows:

17 Vulcan admits that it is not currently aware of any person affiliated with the Club
18 who is more knowledgeable concerning the creation of the WASTE PILE than Rick Phillips.

19
20 **REQUEST FOR ADMISSION NO. 69:**

21 Admit that the majority of the WASTE PILE was placed between 1988 and 2005.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 69:**

23 Vulcan incorporates by this reference the Preliminary Statement and General
24 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
25 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
26 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
27 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
28 request on the basis and to the extent it seeks information protected from disclosure by the attorney-

1 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
2 persons guaranteed by the United States and California Constitutions and/or any other applicable
3 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
4 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
5 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
6 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
7 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan has
8 no independent means of admitting or denying the current Request other than from discovery
9 produced in the Federal Litigation, which is equally accessible to the propounding party.

10 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 69:**

11 Subject to and without waiving the foregoing responses, Vulcan further responds as
12 follows:

13 Admit.

14
15 **REQUEST FOR ADMISSION NO. 70:**

16 Admit that the WASTE PILE existed as of 1994.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 70:**

18 Vulcan incorporates by this reference the Preliminary Statement and General
19 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
20 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
21 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
22 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
23 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
24 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
25 persons guaranteed by the United States and California Constitutions and/or any other applicable
26 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
27 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
28 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is

1 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
2 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE." Vulcan
3 has no independent means of admitting or denying the current Request other than from discovery
4 produced in the Federal Litigation, which is equally accessible to the propounding party.

5 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 70:**

6 Subject to and without waiving the foregoing responses, Vulcan further responds as
7 follows:

8 Admit.

9
10 **REQUEST FOR ADMISSION NO. 71:**

11 Admit that the placement of rock dust at the PROPERTY to prevent ricochets did not
12 occur in the area where the WASTE PILE was dumped.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 71:**

14 Vulcan incorporates by this reference the Preliminary Statement and General
15 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
16 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
17 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
18 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
19 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
20 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
21 persons guaranteed by the United States and California Constitutions and/or any other applicable
22 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
23 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
24 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
25 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
26 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE," and the
27 phrases "placement of rock dust" and "to prevent ricochets." Vulcan has no independent means of
28 admitting or denying the current Request other than from discovery produced in the Federal

1 Litigation, which is equally accessible to the propounding party.

2 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 71:**

3 Subject to and without waiving the foregoing responses, Vulcan further responds as
4 follows:

5 Admit.

6
7 **REQUEST FOR ADMISSION NO. 72:**

8 Admit that the primary purpose of the creation of the WASTE PILE was to store
9 mined material that could not be sold.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 72:**

11 Vulcan incorporates by this reference the Preliminary Statement and General
12 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
13 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
14 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
15 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
16 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
17 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
18 persons guaranteed by the United States and California Constitutions and/or any other applicable
19 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
20 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
21 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
22 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
23 that it is vague and ambiguous with respect to at least the definition of "WASTE PILE," and the
24 phrase "primary purpose of the creation." Vulcan has no independent means of admitting or denying
25 the current Request other than from discovery produced in the Federal Litigation, which is equally
26 accessible to the propounding party.

27 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 72:**

28 Subject to and without waiving the foregoing responses, Vulcan further responds as

1 follows:

2 Admit.

3
4 REQUEST FOR ADMISSION NO. 73:

5 Admit that John Armato had no role in negotiating any of the leases between
6 VULCAN and THE CLUB.

7 RESPONSE TO REQUEST FOR ADMISSION NO. 73:

8 Vulcan incorporates by this reference the Preliminary Statement and General
9 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
10 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
11 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
12 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
13 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
14 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
15 persons guaranteed by the United States and California Constitutions and/or any other applicable
16 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
17 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
18 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
19 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
20 that it is vague and ambiguous with respect to at least the phrase "no role in negotiating." Vulcan
21 has no independent means of admitting or denying the current Request other than from discovery
22 produced in the Federal Litigation, which is equally accessible to the propounding party.

23 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 73:

24 Subject to and without waiving the foregoing responses, Vulcan further responds as
25 follows:

26 Admit.

1 REQUEST FOR ADMISSION NO. 74:

2 Admit VULCAN cannot identify any document indicating John Armato participated
3 in the negotiation of a leases between VULCAN and THE CLUB.

4 RESPONSE TO REQUEST FOR ADMISSION NO. 74:

5 Vulcan incorporates by this reference the Preliminary Statement and General
6 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
7 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
8 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
9 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
10 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
11 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
12 persons guaranteed by the United States and California Constitutions and/or any other applicable
13 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
14 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
15 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
16 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
17 that it is vague and ambiguous with respect to at least the phrase "no role in negotiating." Vulcan
18 has no independent means of admitting or denying the current Request other than from discovery
19 produced in the Federal Litigation, which is equally accessible to the propounding party.

20 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 74:

21 Subject to and without waiving the foregoing responses, Vulcan further responds as
22 follows:

23 Admit.

24
25 REQUEST FOR ADMISSION NO. 75:

26 Admit that Brian Ferris created the DRAFT LEASE.

27 RESPONSE TO REQUEST FOR ADMISSION NO. 75:

28 Vulcan incorporates by this reference the Preliminary Statement and General

1 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
2 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
3 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
4 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
5 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
6 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
7 persons guaranteed by the United States and California Constitutions and/or any other applicable
8 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
9 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
10 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
11 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
12 that it is vague and ambiguous with respect to at least the term "created." Vulcan has no
13 independent means of admitting or denying the current Request other than from discovery produced
14 in the Federal Litigation, which is equally accessible to the propounding party.

15 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 75:**

16 Subject to and without waiving the foregoing responses, Vulcan further responds as
17 follows:

18 Admit.

19
20 **REQUEST FOR ADMISSION NO. 76:**

21 Admit that the term of the LEASE between VULCAN and THE CLUB expired on
22 May 20, 2002.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 76:**

24 Vulcan incorporates by this reference the Preliminary Statement and General
25 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
26 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
27 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
28 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this

1 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
2 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
3 persons guaranteed by the United States and California Constitutions and/or any other applicable
4 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
5 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
6 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
7 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
8 that it is vague and ambiguous with respect to at least the definition of "LEASE," the term
9 "material" and the phrase "slid to the range floor." Vulcan has no independent means of admitting
10 or denying the current Request other than from discovery produced in the Federal Litigation, which
11 is equally accessible to the propounding party.

12 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 76:**

13 Subject to and without waiving the foregoing responses, Vulcan further responds as
14 follows:

15 Vulcan admits that the LEASE states that it expires on May 20, 1992, but that on
16 May 15, 2002, Vulcan and the Club entered into an agreement that allowed Vulcan to lease the
17 Property on an eighteen month rolling term and incorporated the terms of the LEASE.

18
19 **REQUEST FOR ADMISSION NO. 77:**

20 Admit that VULCAN internally discussed the presence of SPENT AMMUNITION
21 at the PROPERTY during the negotiation of the FINAL LEASE.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 77:**

23 Vulcan incorporates by this reference the Preliminary Statement and General
24 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
25 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
26 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
27 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
28 request on the basis and to the extent it seeks information protected from disclosure by the attorney-

1 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
2 persons guaranteed by the United States and California Constitutions and/or any other applicable
3 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
4 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
5 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
6 overbroad, unduly burdensome and harassing. Vulcan further objects on the grounds that this
7 request is vague and ambiguous with respect to at least the phrases "presence of SPENT
8 AMMUNITION" and "during the negotiation." Vulcan has no independent means of admitting or
9 denying the current Request other than from discovery produced in the Federal Litigation, which is
10 equally accessible to the propounding party.

11 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 77:**

12 Subject to and without waiving the foregoing responses, Vulcan further responds as
13 follows:

14 Admit.

15
16 **REQUEST FOR ADMISSION NO. 78:**

17 Admit that VULCAN internally discussed the presence of lead bullets at the
18 PROPERTY during the negotiation of the FINAL LEASE.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 78:**

20 Vulcan incorporates by this reference the Preliminary Statement and General
21 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
22 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
23 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
24 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
25 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
26 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
27 persons guaranteed by the United States and California Constitutions and/or any other applicable
28 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks

1 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
2 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
3 overbroad, unduly burdensome and harassing. Vulcan further objects on the grounds that this
4 request is vague and ambiguous with respect to at least the phrases "presence of lead bullets" and
5 "during the negotiation." Vulcan has no independent means of admitting or denying the current
6 Request other than from discovery produced in the Federal Litigation, which is equally accessible to
7 the propounding party.

8 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 78:**

9 Subject to and without waiving the foregoing responses, Vulcan further responds as
10 follows:

11 Admit.

12
13 **REQUEST FOR ADMISSION NO. 79:**

14 Admit that VULCAN never made any comment about SPENT AMMUNITION at
15 the PROPERTY to THE CLUB's former attorney, Robert Carter.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 79:**

17 Vulcan incorporates by this reference the Preliminary Statement and General
18 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
19 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
20 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
21 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
22 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
23 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
24 persons guaranteed by the United States and California Constitutions and/or any other applicable
25 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
26 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
27 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
28 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds

1 that it is vague and ambiguous with respect to at least the phrase "any comment." Vulcan has no
2 independent means of admitting or denying the current Request other than from discovery produced
3 in the Federal Litigation, which is equally accessible to the propounding party.

4 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 79:**

5 Subject to and without waiving the foregoing responses, Vulcan further responds as
6 follows:

7 Deny.

8
9 **REQUEST FOR ADMISSION NO. 80:**

10 Admit that VULCAN never made any comment about lead bullets present at the
11 PROPERTY to THE CLUB's former attorney, Robert Carter.

12 **RESPONSE TO REQUEST FOR ADMISSION NO. 80:**

13 Vulcan incorporates by this reference the Preliminary Statement and General
14 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
15 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
16 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
17 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
18 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
19 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
20 persons guaranteed by the United States and California Constitutions and/or any other applicable
21 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
22 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
23 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
24 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis
25 that it is overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the
26 grounds that it is vague and ambiguous with respect to at least the phrase "any comment." Vulcan
27 has no independent means of admitting or denying the current Request other than from discovery
28 produced in the Federal Litigation, which is equally accessible to the propounding party.

1 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 80:**

2 Subject to and without waiving the foregoing responses, Vulcan further responds as
3 follows:

4 Deny.

5
6 **REQUEST FOR ADMISSION NO. 81:**

7 Admit that, prior to May 20, 1992, a VULCAN employee recommended the "lead
8 problem" at the PROPERTY be addressed in a future lease for the PROPERTY.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 81:**

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
12 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
13 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
14 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
15 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
16 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
17 persons guaranteed by the United States and California Constitutions and/or any other applicable
18 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
19 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
20 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
21 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
22 that it is vague and ambiguous with respect to at least the phrase "lead problem." Vulcan has no
23 independent means of admitting or denying the current Request other than from discovery produced
24 in the Federal Litigation, which is equally accessible to the propounding party.

25 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 81:**

26 Subject to and without waiving the foregoing responses, Vulcan further responds as
27 follows:

28 Admit.

1 REQUEST FOR ADMISSION NO. 82:

2 Admit that, prior to May 20, 1992, VULCAN had identified a potential need to
3 remove lead bullets from the PROPERTY.

4 RESPONSE TO REQUEST FOR ADMISSION NO. 82:

5 Vulcan incorporates by this reference the Preliminary Statement and General
6 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
7 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
8 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
9 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
10 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
11 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
12 persons guaranteed by the United States and California Constitutions and/or any other applicable
13 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
14 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
15 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
16 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
17 denying the current Request other than from discovery produced in the Federal Litigation, which is
18 equally accessible to the propounding party.

19 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 82:

20 Subject to and without waiving the foregoing responses, Vulcan further responds as
21 follows:

22 Admit.

23
24 REQUEST FOR ADMISSION NO. 83:

25 Admit that, prior to May 20, 1992, VULCAN had expressly considered proposing a
26 lease to THE CLUB for the PROPERTY that expressly required THE CLUB remove lead bullets
27 from the PROPERTY at the end of THE CLUB's tenancy.
28

1 RESPONSE TO REQUEST FOR ADMISSION NO. 83:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
4 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
5 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
6 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
7 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
8 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
9 persons guaranteed by the United States and California Constitutions and/or any other applicable
10 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
11 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
12 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
13 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
14 that it is vague and ambiguous with respect to at least the phrase "expressly considered." Vulcan
15 has no independent means of admitting or denying the current Request other than from discovery
16 produced in the Federal Litigation, which is equally accessible to the propounding party.

17 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 83:

18 Subject to and without waiving the foregoing responses, Vulcan further responds as
19 follows:

20 Admit. The 1992 Lease expressly requires the removal of lead bullets from the
21 property. 1992 Lease § 10.

22
23 REQUEST FOR ADMISSION NO. 84:

24 Admit that, prior to May 20, 1992, VULCAN internally discussed whether an
25 express reference to lead should be made in VULCAN's next lease with THE CLUB for the
26 PROPERTY.

27 RESPONSE TO REQUEST FOR ADMISSION NO. 84:

28 Vulcan incorporates by this reference the Preliminary Statement and General

1 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
2 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
3 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
4 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
5 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
6 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
7 persons guaranteed by the United States and California Constitutions and/or any other applicable
8 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
9 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
10 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
11 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
12 denying the current Request other than from discovery produced in the Federal Litigation, which is
13 equally accessible to the propounding party.

14 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 84:**

15 Subject to and without waiving the foregoing responses, Vulcan further responds as
16 follows:

17 Admit.

18
19 **REQUEST FOR ADMISSION NO. 85:**

20 Admit that none of the leases or licenses in place between 1947 and 2006 between
21 VULCAN and THE CLUB mentioned SPENT AMMUNITION.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 85:**

23 Vulcan incorporates by this reference the Preliminary Statement and General
24 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
25 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
26 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
27 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
28 request on the basis and to the extent it seeks information protected from disclosure by the attorney-

1 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
2 persons guaranteed by the United States and California Constitutions and/or any other applicable
3 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
4 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
5 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
6 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis
7 that it is vague and ambiguous with respect to at least the term "mentioned." Vulcan has no
8 independent means of admitting or denying the current Request other than from discovery produced
9 in the Federal Litigation, which is equally accessible to the propounding party.

10 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 85:**

11 Subject to and without waiving the foregoing responses, Vulcan further responds as
12 follows:

13 Vulcan admits that none of the leases or licenses in place between 1947 and 2006
14 included the words "SPENT AMMUNITION."

15
16 **REQUEST FOR ADMISSION NO. 86:**

17 Admit that none of the leases or licenses in place between 1947 and 2006 between
18 VULCAN and THE CLUB mentioned lead present at the PROPERTY.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 86:**

20 Vulcan incorporates by this reference the Preliminary Statement and General
21 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
22 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
23 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
24 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
25 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
26 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
27 persons guaranteed by the United States and California Constitutions and/or any other applicable
28 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks

1 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
2 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
3 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the basis
4 that it is vague and ambiguous with respect to at least the term "mentioned." Vulcan has no
5 independent means of admitting or denying the current Request other than from discovery produced
6 in the Federal Litigation, which is equally accessible to the propounding party.

7 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 86:**

8 Subject to and without waiving the foregoing responses, Vulcan further responds as
9 follows:

10 Vulcan admits that none of the leases or licenses in place between 1947 and 2006
11 between Vulcan and the Club specifically referred to the lead present at the Property.

12
13 **REQUEST FOR ADMISSION NO. 87:**

14 Admit that between 1947 and 2006, VULCAN was aware that lead was being
15 deposited on the PROPERTY.

16 **RESPONSE TO REQUEST FOR ADMISSION NO. 87:**

17 Vulcan incorporates by this reference the Preliminary Statement and General
18 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
19 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
20 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
21 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
22 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
23 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
24 persons guaranteed by the United States and California Constitutions and/or any other applicable
25 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
26 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
27 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
28 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds

1 that it is vague and ambiguous with respect to at least the phrase "deposited on." Vulcan has no
2 independent means of admitting or denying the current Request other than from discovery produced
3 in the Federal Litigation, which is equally accessible to the propounding party.

4 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 87:**

5 Subject to and without waiving the foregoing responses, Vulcan further responds as
6 follows:

7 Vulcan admits that at some point between 1947 and 2006 it became aware that lead
8 was being deposited on the Property.

9
10 **REQUEST FOR ADMISSION NO. 88:**

11 Admit that between 1947 and 2006, VULCAN believed that the CLUB made no
12 attempt to clean up the effects of lead ammunition use.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 88:**

14 Vulcan incorporates by this reference the Preliminary Statement and General
15 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
16 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
17 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
18 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
19 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
20 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
21 persons guaranteed by the United States and California Constitutions and/or any other applicable
22 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
23 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
24 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
25 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
26 that it is vague and ambiguous with respect to at least the term "believed." Vulcan has no
27 independent means of admitting or denying the current Request other than from discovery produced
28 in the Federal Litigation, which is equally accessible to the propounding party.

1 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 88:**

2 Subject to and without waiving the foregoing responses, Vulcan further responds as
3 follows:

4 Admit.

5
6 **REQUEST FOR ADMISSION NO. 89:**

7 Admit that there were periods of time between January 1947 and November 2006
8 during which there was no lease in place between VULCAN and THE CLUB.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 89:**

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
12 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
13 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
14 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
15 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
16 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
17 persons guaranteed by the United States and California Constitutions and/or any other applicable
18 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
19 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
20 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
21 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
22 that it is duplicative of other requests. Vulcan has no independent means of admitting or denying
23 the current Request other than from discovery produced in the Federal Litigation, which is equally
24 accessible to the propounding party.

25 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 89:**

26 Subject to and without waiving the foregoing responses, Vulcan further responds as
27 follows:

28 Deny.

1 REQUEST FOR ADMISSION NO. 90:

2 Admit that VULCAN cannot identify a written communication regarding lease
3 negotiations with THE CLUB that indicated THE CLUB would be responsible for the cleanup of
4 SPENT AMMUNITION at the PROPERTY.

5 RESPONSE TO REQUEST FOR ADMISSION NO. 90:

6 Vulcan incorporates by this reference the Preliminary Statement and General
7 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
8 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
9 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
10 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
11 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
12 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
13 persons guaranteed by the United States and California Constitutions and/or any other applicable
14 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
15 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
16 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
17 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
18 that it is vague and ambiguous with respect to at least the phrase "regarding lease negotiations."
19 Vulcan has no independent means of admitting or denying the current Request other than from
20 discovery produced in the Federal Litigation, which is equally accessible to the propounding party.

21 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 90:

22 Subject to and without waiving the foregoing responses, Vulcan further responds as
23 follows:

24 To the extent that this Request is only in regards to those communications or
25 negotiations which specifically reference SPENT AMMUNITION and not just the general
26 responsibility of the Club to clean up the property, Vulcan admits.

1 REQUEST FOR ADMISSION NO. 91:

2 Admit that VULCAN cannot identify a written communication regarding lease
3 negotiations with THE CLUB that indicated THE CLUB would be responsible for the cleanup of
4 bullets present at the PROPERTY.

5 RESPONSE TO REQUEST FOR ADMISSION NO. 91:

6 Vulcan incorporates by this reference the Preliminary Statement and General
7 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
8 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
9 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
10 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
11 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
12 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
13 persons guaranteed by the United States and California Constitutions and/or any other applicable
14 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
15 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
16 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
17 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
18 that it is vague and ambiguous with respect to at least the phrase "regarding lease negotiations."
19 Vulcan has no independent means of admitting or denying the current Request other than from
20 discovery produced in the Federal Litigation, which is equally accessible to the propounding party.

21 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 91:

22 Subject to and without waiving the foregoing responses, Vulcan further responds as
23 follows:

24 To the extent that this Request is only in regards to those communications or
25 negotiations which specifically reference bullets and not just the general responsibility of the Club
26 to clean up the property, Vulcan admits.

1 REQUEST FOR ADMISSION NO. 92:

2 Admit that, at no time during any lease negotiation did VULCAN discuss with THE
3 CLUB what type of cleanup of the PROPERTY was expected by VULCAN upon the end of the
4 leasehold relationship.

5 RESPONSE TO REQUEST FOR ADMISSION NO. 92:

6 Vulcan incorporates by this reference the Preliminary Statement and General
7 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
8 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
9 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
10 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
11 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
12 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
13 persons guaranteed by the United States and California Constitutions and/or any other applicable
14 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
15 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
16 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
17 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
18 that it is vague and ambiguous with respect to at least the term "discuss." Vulcan has no
19 independent means of admitting or denying the current Request other than from discovery produced
20 in the Federal Litigation, which is equally accessible to the propounding party.

21 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 92:

22 Subject to and without waiving the foregoing responses, Vulcan further responds as
23 follows:

24 Other than what is specified in the Lease Agreements themselves, Vulcan admits that
25 it did not specifically discuss the details of the cleanup required by the Club upon the end of the
26 leasehold relationship.

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REQUEST FOR ADMISSION NO. 93:

Admit that the placement of WASTE MATERIAL at the PROPERTY started before any VULCAN employee raised a concern about ricochets coming from the PROPERTY.

RESPONSE TO REQUEST FOR ADMISSION NO. 93:

Vulcan incorporates by this reference the Preliminary Statement and General Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the grounds that it exceeds the number of Requests for Admissions permitted by California Code of Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this request on the basis and to the extent it seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons guaranteed by the United States and California Constitutions and/or any other applicable rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks information neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds that it is vague and ambiguous with respect to at least the definition of "WASTE MATERIAL," and the phrase "Ricochets coming from." Vulcan has no independent means of admitting or denying the current Request other than from discovery produced in the Federal Litigation, which is equally accessible to the propounding party.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 93:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows:

Admit.

REQUEST FOR ADMISSION NO. 94:

Admit VULCAN does not intend to move the WASTE PILE.

1 RESPONSE TO REQUEST FOR ADMISSION NO. 94:

2 Vulcan incorporates by this reference the Preliminary Statement and General
3 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
4 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
5 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
6 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
7 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
8 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
9 persons guaranteed by the United States and California Constitutions and/or any other applicable
10 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
11 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
12 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
13 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
14 that it is vague and ambiguous with respect to at least time and the definition of "WASTE PILE."
15 Vulcan has no independent means of admitting or denying the current Request other than from
16 discovery produced in the Federal Litigation, which is equally accessible to the propounding party.

17 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 94:

18 Subject to and without waiving the foregoing responses, Vulcan further responds as
19 follows:

20 Deny.

21
22 REQUEST FOR ADMISSION NO. 95:

23 Admit VULCAN has not in any way attempted to determine what environmental
24 impact, if any, arising as a result of the bullets that are buried beneath the WASTE PILE.

25 RESPONSE TO REQUEST FOR ADMISSION NO. 95:

26 Vulcan incorporates by this reference the Preliminary Statement and General
27 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
28 grounds that it exceeds the number of Requests for Admissions permitted by California Code of

1 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
2 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
3 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
4 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
5 persons guaranteed by the United States and California Constitutions and/or any other applicable
6 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
7 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
8 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
9 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
10 that it is unintelligible. Vulcan further objects to this request on the grounds that it is vague and
11 ambiguous with respect to at least the definition of "WASTE PILE," and the phrase "arising as a
12 result of the bullets." Vulcan has no independent means of admitting or denying the current Request
13 other than from discovery produced in the Federal Litigation, which is equally accessible to the
14 propounding party.

15 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 95:**

16 Subject to and without waiving the foregoing responses, Vulcan further responds as
17 follows:

18 Deny.

19
20 **REQUEST FOR ADMISSION NO. 96:**

21 Admit VULCAN has not in any way attempted to determine what environmental
22 impact, if any, arising as a result of the bullets that are within the sub-surface soil in the WASTE
23 PILE.

24 **RESPONSE TO REQUEST FOR ADMISSION NO. 96:**

25 Vulcan incorporates by this reference the Preliminary Statement and General
26 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
27 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
28 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to

1 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
2 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
3 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
4 persons guaranteed by the United States and California Constitutions and/or any other applicable
5 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
6 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
7 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
8 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
9 that it is unintelligible. Vulcan further objects to this request on the grounds that it is vague and
10 ambiguous with respect to at least the definition of "WASTE PILE," and the phrase "arising as a
11 result of the bullets." Vulcan has no independent means of admitting or denying the current Request
12 other than from discovery produced in the Federal Litigation, which is equally accessible to the
13 propounding party.

14 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 96:**

15 Subject to and without waiving the foregoing responses, Vulcan further responds as
16 follows:

17 Deny.

18
19 **REQUEST FOR ADMISSION NO. 97:**

20 Admit that the FINAL LEASE has a provision that states "holding over shall be a
21 tenancy from month to month."

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 97:**

23 Vulcan incorporates by this reference the Preliminary Statement and General
24 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
25 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
26 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
27 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
28 request on the basis and to the extent it seeks information protected from disclosure by the attorney-

1 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
2 persons guaranteed by the United States and California Constitutions and/or any other applicable
3 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
4 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
5 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
6 overbroad, unduly burdensome and harassing. Vulcan further objects to this request on the grounds
7 that the quote is incomplete. Vulcan has no independent means of admitting or denying the current
8 Request other than from discovery produced in the Federal Litigation, which is equally accessible to
9 the propounding party.

10 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 97:**

11 Subject to and without waiving the foregoing responses, Vulcan further responds as
12 follows:

13 Vulcan admits that the FINAL LEASE has a provision that states ". . . holding over
14 shall be a tenancy from month to month"

15
16 **REQUEST FOR ADMISSION NO. 98:**

17 Admit THE CLUB held over on the PROPERTY pursuant to the holdover provision
18 of the LEASE.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 98:**

20 Vulcan incorporates by this reference the Preliminary Statement and General
21 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
22 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
23 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
24 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
25 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
26 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
27 persons guaranteed by the United States and California Constitutions and/or any other applicable
28 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks

1 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
2 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
3 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
4 denying the current Request other than from discovery produced in the Federal Litigation, which is
5 equally accessible to the propounding party.

6 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 98:**

7 Subject to and without waiving the foregoing responses, Vulcan further responds as
8 follows:

9 Assuming this Request is referencing the FINAL LEASE, Vulcan denies.

10
11 **REQUEST FOR ADMISSION NO. 99:**

12 Admit that VULCAN has not contacted the California Department of Toxic
13 Substances Control about the presence of lead at THE PROPERTY.

14 **RESPONSE TO REQUEST FOR ADMISSION NO. 99:**

15 Vulcan incorporates by this reference the Preliminary Statement and General
16 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
17 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
18 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
19 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
20 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
21 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
22 persons guaranteed by the United States and California Constitutions and/or any other applicable
23 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
24 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
25 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
26 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
27 denying the current Request other than from discovery produced in the Federal Litigation, which is
28 equally accessible to the propounding party.

1 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 99:**

2 Subject to and without waiving the foregoing responses, Vulcan further responds as
3 follows:

4 Admit.

5
6 **REQUEST FOR ADMISSION NO. 10:**

7 Admit that VULCAN has not contacted the Regional Water Quality Control Board
8 about the presence of lead at THE PROPERTY.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 100:**

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
12 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
13 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
14 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
15 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
16 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
17 persons guaranteed by the United States and California Constitutions and/or any other applicable
18 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
19 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
20 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
21 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
22 denying the current Request other than from discovery produced in the Federal Litigation, which is
23 equally accessible to the propounding party.

24 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 100:**

25 Subject to and without waiving the foregoing responses, Vulcan further responds as
26 follows:

27 Admit.

1 REQUEST FOR ADMISSION NO. 101:

2 Admit that VULCAN has not contacted the Los Angeles Department of Health
3 Services about the presence of lead at THE PROPERTY.

4 RESPONSE TO REQUEST FOR ADMISSION NO. 101:

5 Vulcan incorporates by this reference the Preliminary Statement and General
6 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
7 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
8 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
9 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
10 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
11 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
12 persons guaranteed by the United States and California Constitutions and/or any other applicable
13 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
14 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
15 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
16 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
17 denying the current Request other than from discovery produced in the Federal Litigation, which is
18 equally accessible to the propounding party.

19 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 101:

20 Subject to and without waiving the foregoing responses, Vulcan further responds as
21 follows:

22 Admit.

23
24 REQUEST FOR ADMISSION NO. 102:

25 Admit that VULCAN has not contacted the Environmental Protection Agency about
26 the presence of lead at THE PROPERTY.

27 RESPONSE TO REQUEST FOR ADMISSION NO. 102:

28 Vulcan incorporates by this reference the Preliminary Statement and General

1 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
2 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
3 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
4 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
5 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
6 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
7 persons guaranteed by the United States and California Constitutions and/or any other applicable
8 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
9 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
10 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
11 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
12 denying the current Request other than from discovery produced in the Federal Litigation, which is
13 equally accessible to the propounding party.

14 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 102:**

15 Subject to and without waiving the foregoing responses, Vulcan further responds as
16 follows:

17 Admit.

18
19 **REQUEST FOR ADMISSION NO. 103:**

20 Admit that THE CLUB took steps to remediate the PROPERTY before July 2006.

21 **RESPONSE TO REQUEST FOR ADMISSION NO. 103:**

22 Vulcan incorporates by this reference the Preliminary Statement and General
23 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
24 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
25 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
26 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
27 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
28 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other

1 persons guaranteed by the United States and California Constitutions and/or any other applicable
2 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
3 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
4 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
5 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
6 denying the current Request other than from discovery produced in the Federal Litigation, which is
7 equally accessible to the propounding party.

8 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 103:**

9 Subject to and without waiving the foregoing responses, Vulcan further responds as
10 follows:

11 Admit.

12
13 **REQUEST FOR ADMISSION NO. 105:**

14 Admit that VULCAN has disposed of hazardous substances at the PROPERTY.

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 105:**

16 Vulcan incorporates by this reference the Preliminary Statement and General
17 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
18 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
19 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
20 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
21 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
22 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
23 persons guaranteed by the United States and California Constitutions and/or any other applicable
24 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
25 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
26 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
27 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
28 denying the current Request other than from discovery produced in the Federal Litigation, which is

1 equally accessible to the propounding party.

2 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 105:**

3 Subject to and without waiving the foregoing responses, Vulcan further responds as
4 follows:

5 Deny.

6
7 **REQUEST FOR ADMISSION NO. 106:**

8 Admit that VULCAN consented to THE CLUB leaving SPENT AMMUNITION on
9 the PROPERTY.

10 **RESPONSE TO REQUEST FOR ADMISSION NO. 106:**

11 Vulcan incorporates by this reference the Preliminary Statement and General
12 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
13 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
14 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
15 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
16 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
17 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
18 persons guaranteed by the United States and California Constitutions and/or any other applicable
19 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks a legal
20 conclusion and information neither relevant to the issues in dispute nor reasonably calculated to
21 lead to the discovery of admissible evidence. Vulcan further objects to this request on the basis that
22 it is overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting
23 or denying the current Request other than from discovery produced in the Federal Litigation, which
24 is equally accessible to the propounding party.

25 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 106:**

26 Subject to and without waiving the foregoing responses, Vulcan further responds as
27 follows:

28 Deny.

1 REQUEST FOR ADMISSION NO. 107:

2 Admit that VULCAN contends that THE CLUB refused all requests by VULCAN to
3 clean up SPENT AMMUNITION.

4 RESPONSE TO REQUEST FOR ADMISSION NO. 107:

5 Vulcan incorporates by this reference the Preliminary Statement and General
6 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
7 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
8 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
9 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
10 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
11 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
12 persons guaranteed by the United States and California Constitutions and/or any other applicable
13 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
14 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
15 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
16 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
17 denying the current Request other than from discovery produced in the Federal Litigation, which is
18 equally accessible to the propounding party.

19 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 107:

20 Subject to and without waiving the foregoing responses, Vulcan further responds as
21 follows:

22 Deny.

23
24 REQUEST FOR ADMISSION NO. 108:

25 Admit that THE CLUB hired a lead reclamation company in 2007 to perform lead
26 reclamation at the PROPERTY.

27 RESPONSE TO REQUEST FOR ADMISSION NO. 108:

28 Vulcan incorporates by this reference the Preliminary Statement and General

1 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
2 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
3 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
4 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
5 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
6 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
7 persons guaranteed by the United States and California Constitutions and/or any other applicable
8 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
9 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
10 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
11 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
12 denying the current Request other than from discovery produced in the Federal Litigation, which is
13 equally accessible to the propounding party.

14 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 108:**

15 Subject to and without waiving the foregoing responses, Vulcan further responds as
16 follows:

17 Admit.

18
19 **REQUEST FOR ADMISSION NO. 109:**

20 Admit that a VULCAN representative told Fred Wooldridge that he was not allowed
21 to commence lead reclamation at the PROPERTY in 2007.

22 **RESPONSE TO REQUEST FOR ADMISSION NO. 109:**

23 Vulcan incorporates by this reference the Preliminary Statement and General
24 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
25 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
26 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
27 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
28 request on the basis and to the extent it seeks information protected from disclosure by the attorney-

client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons guaranteed by the United States and California Constitutions and/or any other applicable rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks information neither relevant to the issues in dispute nor reasonably calculated to lead to the discovery of admissible evidence. Vulcan further objects to this request on the basis that it is overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or denying the current Request other than from discovery produced in the Federal Litigation, which is equally accessible to the propounding party.

SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 109:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows:

Admit.

REQUEST FOR ADMISSION NO. 110:

Admit that a VULCAN representative told Fred Wooldridge that he was not allowed to use a water source controlled by VULCAN when Mr. Wooldridge was present at the PROPERTY in 2007.

RESPONSE TO REQUEST FOR ADMISSION NO. 110:

Vulcan incorporates by this reference the Preliminary Statement and General Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the grounds that it exceeds the number of Requests for Admissions permitted by California Code of Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this request on the basis and to the extent it seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other persons guaranteed by the United States and California Constitutions and/or any other applicable rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks information neither relevant to the issues in dispute nor reasonably calculated to lead to the

1 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
2 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
3 denying the current Request other than from discovery produced in the Federal Litigation, which is
4 equally accessible to the propounding party.

5 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 110:**

6 Subject to and without waiving the foregoing responses, Vulcan further responds as
7 follows:

8 Admit.

9
10 **REQUEST FOR ADMISSION NO. 111:**

11 Admit that a Charles St. John spoke with Fred Wooldridge in person at the
12 PROPERTY in 2007.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 111:**

14 Vulcan incorporates by this reference the Preliminary Statement and General
15 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
16 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
17 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
18 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
19 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
20 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
21 persons guaranteed by the United States and California Constitutions and/or any other applicable
22 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
23 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
24 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
25 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
26 denying the current Request other than from discovery produced in the Federal Litigation, which is
27 equally accessible to the propounding party.

1 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 111:**

2 Subject to and without waiving the foregoing responses, Vulcan further responds as
3 follows:

4 Admit.

5
6 **REQUEST FOR ADMISSION NO. 112:**

7 Admit that a VULCAN employee told Fred Wooldridge that he was not to attempt to
8 obtain an air quality permit regarding work to be performed at the PROPERTY.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 112:**

10 Vulcan incorporates by this reference the Preliminary Statement and General
11 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
12 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
13 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
14 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
15 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
16 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
17 persons guaranteed by the United States and California Constitutions and/or any other applicable
18 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
19 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
20 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
21 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
22 denying the current Request other than from discovery produced in the Federal Litigation, which is
23 equally accessible to the propounding party.

24 **SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 112:**

25 Subject to and without waiving the foregoing responses, Vulcan further responds as
26 follows:

27 Admit.

1 REQUEST FOR ADMISSION NO. 113:

2 Admit that a Charles St. John told Fred Wooldridge that he was not to attempt to
3 obtain an air quality permit regarding work to be performed at the PROPERTY.

4 RESPONSE TO REQUEST FOR ADMISSION NO. 113:

5 Vulcan incorporates by this reference the Preliminary Statement and General
6 Objections set forth above, as if fully set forth herein. Vulcan further objects to this Request on the
7 grounds that it exceeds the number of Requests for Admissions permitted by California Code of
8 Civil Procedure §2033.030 and Defendant has not provided adequate justification pursuant to
9 California Code of Civil Procedure §§ 2033.040 and 2033.050. Vulcan further objects to this
10 request on the basis and to the extent it seeks information protected from disclosure by the attorney-
11 client privilege, the attorney work product doctrine, the right of privacy of Vulcan and/or of other
12 persons guaranteed by the United States and California Constitutions and/or any other applicable
13 rule or privilege. Vulcan further objects to this request on the basis and to the extent it seeks
14 information neither relevant to the issues in dispute nor reasonably calculated to lead to the
15 discovery of admissible evidence. Vulcan further objects to this request on the basis that it is
16 overbroad, unduly burdensome and harassing. Vulcan has no independent means of admitting or
17 denying the current Request other than from discovery produced in the Federal Litigation, which is
18 equally accessible to the propounding party.

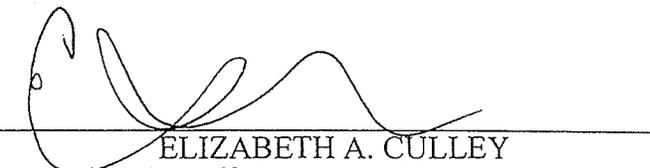
19 SUPPLEMENTAL RESPONSE TO REQUEST FOR ADMISSION NO. 113:

20 Subject to and without waiving the foregoing responses, Vulcan further responds as
21 follows:

22 Admit.

23 DATED: August 29, 2012

24 JEFFER MANGELS BUTLER & MITCHELL LLP
25 KENNETH A. EHRLICH
26 ELIZABETH A. CULLEY

27 By: 

28 ELIZABETH A. CULLEY
Attorneys for Plaintiff CALMAT CO. DBA VULCAN
MATERIALS COMPANY, WESTERN DIVISION

PROOF OF SERVICE

STATE OF CALIFORNIA, CITY AND COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 1900 Avenue of the Stars, 7th Floor, Los Angeles, California 90067.

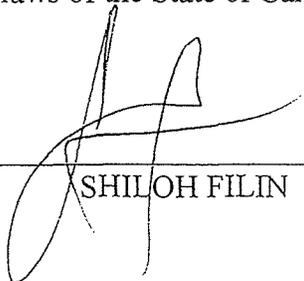
On August 29, 2012 I served the document(s) described as **SUPPLEMENTAL RESPONSES TO REQUESTS FOR ADMISSIONS, SET ONE, PROPOUNDED ON PLAINTIFF CALMAT CO. DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION** on the following in this action addressed as follows:

**C.D. Michel
W. Lee Smith
Scott Franklin
Thomas E. Maciejewski
MICHEL & ASSOCIATES, P.C.
180 East Ocean Boulevard, Suite 200
Long Beach, CA 90802
Telephone: 562.216.4444
Facsimile: 562.216.4445
Attorneys for Defendant San Gabriel Valley Gun Club**

(BY MAIL) I am "readily familiar" with the business' practice for collection and processing correspondence for mailing. Under that practice true and correct copies of the aforementioned document(s) was deposited, in a sealed envelope with postage thereon fully prepaid, with the U.S. Postal Service on that same day to be mailed via first class mail at Los Angeles, California 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.

Executed on August 29, 2012 at Los Angeles, California.

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



SHILOH FILIN

JMBM
Jeffrey Mangels
Butler & Mitchell LLP

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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

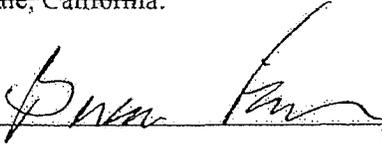
I have read the foregoing **RESPONSES TO REQUESTS FOR ADMISSIONS, SET ONE, PROPOUNDED ON PLAINTIFF CALMAT CO. DBA VULCAN MATERIALS COMPANY, WESTERN DIVISION** and know its contents.

CHECK APPLICABLE PARAGRAPH

- I am a party to this action. The matters stated in it are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.
- I am an Officer a partner, the Vice President, Assistant General Counsel of Calmat Co. dba Vulcan Materials Company, Western Division, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I have read the foregoing document and know its contents. I am informed and believe that the matters stated herein are true.
- I am one of the attorneys for _____, a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I have read the foregoing document and know its contents. I am informed and believe and on that ground allege that the matters stated in it are true.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on August 29, 2012, at ^{TOM'S RIVER, N.J.} ~~Glendale~~, California.


BRIAN FERRIS

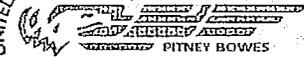
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September 7, 2012

VIA U.S. POST & E-MAIL

Elizabeth A. Culley
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**Re: Insufficient Further Responses to Discovery Propounded by San
Gabriel Valley Gun Club
(*Vulcan v. SGVGC*, LASC Case No. KC062582J)**

Dear Ms. Culley:

My office is in receipt of Vulcan's Supplemental Responses to Form Interrogatories (Set One), Special Interrogatories (Set One), and Request for Admission (Set One). The further (i.e., supplemental) responses are insufficient, as discussed below.

Accordingly, I request a telephonic discovery dispute meet-and-confer as soon as possible. Notwithstanding the foregoing, I will be filing a motion to compel on September 10, 2012,¹ though I hope Vulcan will provide sufficient responses prior to the October 2, 2102, hearing date that is already on calendar pursuant to the agreement of the parties. My office has no intention of taking the October 2 hearing off calendar unless all of the insufficiencies described below have been remedied prior to October 2, 2012.

¹The fact that this meet-and-confer letter is being sent three days before the related motion filing deadline is unfortunate. Nonetheless, I must be clear in confirming that this situation is not the result of any dilatory intention on the part of my office. Rather, this tightened time frame is a result of my office granting a one week extension to the previously agreed-upon (see my email of July 24, 2012, and Ken Ehrlich's response thereto) discovery production date of August 22, 2012. That extension necessarily resulted in this meet-and-confer letter being delivered one week later than we originally intended.

Special Interrogatories

Special Interrogatory No. 6:

Describe with particularity each and every location, including the boundaries of that location expressed via latitude and longitude coordinates, that is both adjacent to the PROPERTY and which YOU contend is contaminated with lead.

Further Response to Special Interrogatory No. 6:

Subject to and without waiving the foregoing objections, Vulcan further responds as follows: Vulcan contends that the area behind the rifle range and the area of the shotgun range represent those areas adjacent to the Property which are contaminated as witnessed by the Club's counsel during more than one site inspection.

Reason why Second Further Response to Special Interrogatory No. 6 Is Required:

This is not a good faith effort at a response. Considering Vulcan has access to free software like Google Earth, there is no reason Vulcan cannot at least attempt to provide the coordinates for the locations at issue. A further response should be provided. *See* Civ. Proc. Code § 2030.220(a) (Each answer in a response to interrogatories shall be as complete and straightforward as the information reasonably available to the responding party permits.”).

Special Interrogatory No. 10:

State the earliest date YOU believe YOU stored mined material at the PROPERTY.

Further Response to Special Interrogatory No. 10:

Subject to and without waiving the foregoing objections, Vulcan further responds as follows: The early to mid 90's.

Reason why Second Further Response to Special Interrogatory No. 10 Is Required:

This is not a good faith effort at a response. Considering the documents produced in the federal action (e.g., VUL00816, which is a memo dated 12/05/91 referring to a “waste pile on the rifle range”), Vulcan can provide a date in response to this interrogatory, not a seven-year window. *See* Civ. Proc. Code § 2030.220(a) (Each answer in a response to interrogatories shall be as complete and straightforward as the information reasonably available to the responding party permits.”).

Requests for Admission

Preliminary Statement

Vulcan’s preliminary statement contends: “At the Case Management Conference in the instant state court matter, Vulcan offered a stipulation to allow the parties to use all of the discovery completed in the Federal Litigation for all purposes in the current state court litigation. Defendant rejected this stipulation.”

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September 7, 2012
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These statements are incorrect: Vulcan has yet to offer a stipulation. What Vulcan did was propose the idea of a stipulation; thus, Defendants never rejected anything, as nothing was ever offered that could have been rejected. As you may recall, on June 19, 2012 (after the Case Management Conference in this case), I emailed you and expressly stated that "I will give good faith consideration to any draft stipulation Vulcan provides[,] and I further explained why I was hesitant to have my client join the type of stipulation you proposed. Indeed, your email of July 10, 2012, stated "I will also send you a draft stipulation to deem all discovery conducted in the Federal Action admissible in this action" without responding to my concerns, and you have never provided a draft stipulation for me to review.

This is the *third time* you have made untrue assertions about the "offered" discovery stipulation. (See Vulcan's Response to Requests for Admission (Set One); letter of Scott M. Franklin to Elizabeth Culley dated June 29, 2012). Please cease discovery shenanigans like this, starting with the correction of the relevant section of the Preliminary Statement.

Request for Admission No. 6:

Admit that before January 1, 2004, VULCAN never told THE CLUB that the presence of SPENT AMMUNITION ("SPENT AMMUNITION" refers to any constituent of a firearm cartridge expelled from a firearm during the normal operation of a firearm, including, but not limited to, shot, bullets, bullet fragments, particulate matter, empty bullet cases, and wadding) at the PROPERTY could cause damage to the PROPERTY.

Further Response Request for Admission No. 6:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that, aside from the language specifically included in the Lease Agreements, it has not uncovered any evidence of a specific conversation with the Club prior to January 1, 2004 that the presence of SPENT AMMUNITION at the PROPERTY could cause damage to the PROPERTY.

Reason Why Second Further Response to Request for Admission No. 6 Is Required:

Vulcan cannot set aside some information in responding to this request ("aside from the language specifically included in the Lease Agreements"), nor can it unnecessarily qualify the response to a simple question ("[Vulcan] has not uncovered any evidence of a specific conversation . . .") under the relevant code section. *See* Civ. Proc. Code § 2033.220(a) ("Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits."). Because this request can be responded to without the verbal contortions used in Vulcan's further response, a second further response is required. *Id.*

Request for Admission No. 7:

Admit that before January 1, 2004, VULCAN never told THE CLUB that the presence of SPENT AMMUNITION at the PROPERTY was causing damage to the PROPERTY.

Further Response to Request for Admission No. 7:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows:

Vulcan admits that, aside from the language specifically included in the Lease Agreements, it has not uncovered any evidence of a specific conversation with the Club prior to January 1, 2004 that the presence of SPENT AMMUNITION at the PROPERTY was causing damage to the PROPERTY.

Reason Why Second Further Response to Request for Admission No. 7 Is Required:

Vulcan cannot set aside some information in responding to this request (“aside from the language specifically included in the Lease Agreements”), nor can it unnecessarily qualify the response to a simple question (“[Vulcan] has not uncovered any evidence of a specific conversation . . .”) under the relevant code section. *See* Civ. Proc. Code § 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”). Because this request can be responded to without the verbal contortions used in Vulcan’s further response, a second further response is required. *Id.*

Request for Admission No. 8:

Admit that before January 1, 2004, VULCAN never told THE CLUB that the presence of lead from bullets shot at the PROPERTY was causing damage to the PROPERTY.

Further Response to Request for Admission No. 8:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that, aside from the language specifically included in the Lease Agreements, it has not uncovered any evidence of a specific conversation with the Club prior to January 1, 2004 that the presence of lead from bullets shot at the Property was causing damage to the Property.

Reason Why Second Further Response to Request for Admission No. 8 Is Required:

Vulcan cannot set aside some information in responding to this request (“aside from the language specifically included in the Lease Agreements”), nor can it unnecessarily qualify the response to a simple question (“[Vulcan] has not uncovered any evidence of a specific conversation . . .”) under the relevant code section. *See* Civ. Proc. Code § 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”). Because this request can be responded to without the verbal contortions used in Vulcan’s further response, a second further response is required. *Id.*

Request for Admission No. 9:

Admit that before January 1, 2004, VULCAN never told THE CLUB that lead from bullets shot at the PROPERTY could cause damage to the PROPERTY.

Further Response to Request for Admission No. 9:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that, aside from the language specifically included in the Lease Agreements, it has not uncovered any evidence of a specific conversation with the Club prior to January 1, 2004 that lead from bullets shot at the Property could cause damage to the Property.

Reason Why Second Further Response to Request for Admission No. 9 Is Required:

Vulcan cannot set aside some information in responding to this request (“aside from the language specifically included in the Lease Agreements”), nor can it unnecessarily qualify the response to a simple question (“[Vulcan] has not uncovered any evidence of a specific conversation . . .”) under the relevant code section. *See* Civ. Proc. Code § 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”). Because this request can be responded to without the verbal contortions used in Vulcan’s further response, a second further response is required. *Id.*

Request for Admission No. 10:

Admit that VULCAN did not ask THE CLUB to remove SPENT AMMUNITION from the PROPERTY at any time before January 1, 2003.

Further Response to Request for Admission No. 10:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that, aside from the language specifically included in the Lease Agreements, it has not uncovered any evidence that it had a specific conversation with the Club asking the Club to remove SPENT AMMUNITION from the Property any time before January 1, 2003.

Reason Why Second Further Response to Request for Admission No. 10 Is Required:

Vulcan cannot set aside some information in responding to this request (“aside from the language specifically included in the Lease Agreements”), nor can it unnecessarily qualify the response to a simple question (“[Vulcan] has not uncovered any evidence of a specific conversation . . .”) under the relevant code section. *See* Civ. Proc. Code § 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”). Because this request can be responded to without the verbal contortions used in Vulcan’s further response, a second further response is required. *Id.*

Request for Admission No. 11:

Admit that VULCAN did not ask THE CLUB to remove lead from the PROPERTY at any time before January 1, 2003.

Further Response to Request for Admission No. 11:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that, aside from the language specifically included in the Lease Agreements, it has not uncovered any evidence that it had a specific conversation with the Club asking the Club to remove lead from the Property any time before January 1, 2003.

Reason Why Second Further Response to Request for Admission No. 11 Is Required:

Vulcan cannot set aside some information in responding to this request (“aside from the language specifically included in the Lease Agreements”), nor can it unnecessarily qualify the response to a simple question (“[Vulcan] has not uncovered any evidence of a specific conversation . . .”) under

the relevant code section. *See* Civ. Proc. Code § 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”). Because this request can be responded to without the verbal contortions used in Vulcan’s further response, a second further response is required. *Id.*

Request for Admission No. 12:

Admit that VULCAN never contacted THE CLUB before 2004 to specifically demand THE CLUB remove SPENT AMMUNITION from the PROPERTY.

Further Response to Request for Admission No. 12:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that, aside from the language included in the Lease Agreements, it has not uncovered any evidence that it contacted the Club before 2004 to specifically demand the Club remove SPENT AMMUNITION from the Property.

Reason Why Further Response to Request for Admission No. 12 Is Required:

Vulcan cannot set aside some information in responding to this request (“aside from the language specifically included in the Lease Agreements”), nor can it unnecessarily qualify the response to a simple question (“[Vulcan] has not uncovered any evidence that it contacted the Club before 2004 to specifically demand . . .”) under the relevant code section. *See* Civ. Proc. Code § 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”). Because this request can be responded to without the verbal contortions used in Vulcan’s further response, a second further response is required. *Id.*

Request for Admission No. 13:

Admit that VULCAN never contacted THE CLUB before 2004 to specifically demand THE CLUB remove lead from the PROPERTY.

Further Response to Request for Admission No. 13:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that, aside from the language included in the Lease Agreements, it has not uncovered any evidence that it contacted the Club before 2004 to specifically demand the Club remove SPENT AMMUNITION from the Property.

Reason Why Second Further Response to Request for Admission No. 13 Is Required:

Vulcan cannot set aside some information in responding to this request (“aside from the language specifically included in the Lease Agreements”), nor can it unnecessarily qualify the response to a simple question (“[Vulcan] has not uncovered any evidence that it contacted the Club before 2004 to specifically demand . . .”) under the relevant code section. *See* Civ. Proc. Code § 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”). Because this request can be responded to without the verbal contortions used in Vulcan’s further response, a second further

response is required. *Id.*

Request for Admission No. 14:

Admit that VULCAN never contacted THE CLUB before 2004 to specifically request THE CLUB to remove any SPENT AMMUNITION from the PROPERTY.

Further Response to Request for Admission No. 14:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that, aside from the language included in the Lease Agreements, it has not uncovered any evidence that it contacted the Club before 2004 to specifically demand the Club remove SPENT AMMUNITION from the Property.

Reason Why Second Further Response to Request for Admission No. 14 Is Required:

Vulcan cannot set aside some information in responding to this request (“aside from the language specifically included in the Lease Agreements”), nor can it unnecessarily qualify the response to a simple question (“[Vulcan] has not uncovered any evidence that it contacted the Club before 2004 to specifically demand . . .”) under the relevant code section. *See* Civ. Proc. Code § 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”). Further, the request asks about a “request[,]” and Vulcan improperly treated the request as if it inquired regarding a “demand[,]” two indisputably different things. Because this request can be responded to without the verbal contortions used in Vulcan’s further response, a second further response is required. *Id.*

Request for Admission No. 15:

Admit that VULCAN never contacted THE CLUB before 2004 to specifically request THE CLUB to remove any lead from the PROPERTY.

Further Response to Request for Admission No. 15:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that, aside from the language included in the Lease Agreements, it has not uncovered any evidence that it contacted the Club before 2004 to specifically demand the Club remove lead from the Property.

Reason Why Second Further Response to Request for Admission No. 15 Is Required:

Vulcan cannot set aside some information in responding to this request (“aside from the language specifically included in the Lease Agreements”), nor can it unnecessarily qualify the response to a simple question (“[Vulcan] has not uncovered any evidence that it contacted the Club before 2004 to specifically demand . . .”) under the relevant code section. *See* Civ. Proc. Code § 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”). Because this request can be responded to without the verbal contortions used in Vulcan’s further response, a second further response is required. *Id.*

Request for Admission No. 25:

Admit that after VULCAN had begun the WASTE PILE ("WASTE PILE" refers to the pile of WASTE MATERIAL placed by VULCAN on the PROPERTY), Rick Phillips made a comment to Preston Cowan expressing the idea that placing WASTE MATERIAL on the PROPERTY could result in future problems regarding the lead bullets or fragments thereof being buried.

Further Response to Request for Admission No. 25:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that Preston Cowan testified in his deposition in the Federal Litigation that after Vulcan had begun the WASTE PILE, Rick Phillips made a comment to Preston Cowan expressing the idea that placing WASTER MATERIAL on the PROPERTY could result in future problems regarding the burial of lead.

Reason Why Further Response to Request for Admission No. 25 Is Required:

This request *does not* ask for Vulcan to admit that Preston Cowan made a certain statement at deposition, but that is the question Vulcan chose to answer. Thus, the response is evasive and improper, and a further response is required. Civ. Proc. Code §§ 2033.210(b) ("[e]ach response shall answer the substance of the requested admission"), 2033.220(a) ("Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.").

Request for Admission No. 26:

Admit that VULCAN is not aware of any person who was present at any conversation between Preston Cowan and Rick Phillips other than Preston Cowan and Rick Phillips.

Further Response to Request for Admission No. 26:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that it is not aware of any person who was present at any conversation between Preston Cowan and Rick Phillips regarding the "WASTE PILE" (as that term is defined herein) other than Preston Cowan and Rick Phillips.

Reason Why Second Further Response to Request for Admission No. 26 Is Required:

Vulcan cannot add unnecessary limitations to its response: either it has the awareness at issue or it does not, the request was simply not limited to conversations re: the WASTE PILE. Properly responding to this request requires nothing more than contacting the Vulcan-affiliated persons listed in Vulcan's further response to Form Interrogatory 12.1 to ask if they are aware of topic at issue. That is not an unreasonable burden, thus a proper response should be provided.

Request for Admission No. 28:

Admit that Preston Cowan told Tom Sheedy that placing WASTE MATERIAL on the PROPERTY was resulting in lead being buried beneath the WASTE MATERIAL.

Further Response to Request for Admission No. 28:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that Preston Cowan testified in his deposition in the Federal Litigation that he told Tom Sheedy that Rick Phillips had expressed the idea that placing WASTE MATERIAL on the PROPERTY could result in future problems regarding the burial of lead.

Reason Why Second Further Response to Request for Admission No. 28 Is Required:

This request *does not* ask for Vulcan to admit that Preston Cowan made a certain statement at deposition, but that is the question Vulcan chose to answer. Thus, the response is evasive and improper, and a further response is required. Civ. Proc. Code §§ 2033.210(b) (“[e]ach response shall answer the substance of the requested admission”), 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”).

Request for Admission No. 32:

Admit that on several occasions between 1989 and 2000, Preston Cowan oversaw the use of heavy equipment to relocate material from the WASTE PILE that had flowed onto the range floor at the PROPERTY.

Further Response to Request for Admission No. 32:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that in the Federal Litigation, Preston Cowan submitted a declaration stating that he oversaw the use of heavy equipment to relocate material from the WASTE PILE that had flowed onto the range floor at the PROPERTY after heavy rains.

Reason Why Second Further Response to Request for Admission No. 32 Is Required:

This request *does not* ask for Vulcan to admit that Preston Cowan made a certain statement in a declaration, but that is the question Vulcan chose to answer. Thus, the response is evasive and improper, and a further response is required. Civ. Proc. Code §§ 2033.210(b) (“[e]ach response shall answer the substance of the requested admission”), 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”).

Request for Admission No. 33:

Admit that on several occasions between 1989 and 2000, Preston Cowan used heavy equipment to relocate material from the WASTE PILE that had flowed onto the range floor at the PROPERTY.

Further Response to Request for Admission No. 33:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that in the Federal Litigation, Preston Cowan submitted a declaration stating that he used heavy equipment to relocate material from the WASTE PILE that had flowed onto the range floor at the PROPERTY after heavy rains eroded the WASTE PILE.

Reason Why Second Further Response to Request for Admission No. 33 Is Required:

This request *does not* ask for Vulcan to admit that Preston Cowan made a certain statement in a declaration, but that is the question Vulcan chose to answer. Thus, the response is evasive and improper, and a further response is required. Civ. Proc. Code §§ 2033.210(b) (“[e]ach response shall answer the substance of the requested admission”), 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”).

Request for Admission No. 34:

Admit that VULCAN relocated material from the range floor to the top of the WASTE PILE.

Further Response to Request for Admission No. 34:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that in the Federal Litigation, Preston Cowan submitted a declaration stating that he relocated material from the range floor to the top of the WASTE PILE when heavy rain eroded the WASTE PILE.

Reason Why Second Further Response to Request for Admission No. 34 Is Required:

This request *does not* ask for Vulcan to admit that Preston Cowan made a certain statement in a declaration, but that is the question Vulcan chose to answer. Thus, the response is evasive and improper, and a further response is required. Civ. Proc. Code §§ 2033.210(b) (“[e]ach response shall answer the substance of the requested admission”), 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”).

Request for Admission No. 35:

Admit that a VULCAN employee used a truck of some type to relocate WASTE MATERIAL from an area at the base of the WASTE PILE to the top of the WASTE PILE.

Further Response to Request for Admission No. 35:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that in the Federal Litigation, Preston Cowan submitted a declaration stating that he used a loader and a dump truck to relocate WASTE MATERIAL from an area at the base of the WASTE PILE to the top of the WASTE PILE after heavy rains eroded the WASTE PILE.

Reason Why Second Further Response to Request for Admission No. 35 Is Required:

This request *does not* ask for Vulcan to admit that Preston Cowan made a certain statement in a declaration, but that is the question Vulcan chose to answer. Thus, the response is evasive and improper, and a further response is required. Civ. Proc. Code §§ 2033.210(b) (“[e]ach response shall answer the substance of the requested admission”), 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”).

Request for Admission No. 36:

Admit that material relocated from the base of the WASTE PILE to the top of the WASTE PILE contained whatever was in the WASTE PILE that had slid to the range floor.

Further Response to Request for Admission No. 36:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that in the Federal Litigation, Preston Cowan submitted a declaration stating that the material relocated from the base of the WASTE PILE to the top of the WASTE PILE contained whatever was in the WASTE PILE that had slid to the range floor.

Reason Why Second Further Response to Request for Admission No. 36 Is Required:

This request *does not* ask for Vulcan to admit that Preston Cowan made a certain statement in a declaration, but that is the question Vulcan chose to answer. Thus, the response is evasive and improper, and a further response is required. Civ. Proc. Code §§ 2033.210(b) (“[e]ach response shall answer the substance of the requested admission”), 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”).

Request for Admission No. 37:

Admit that bullets and WASTE PILE material slid from the WASTE PILE onto a flat area immediately south of the WASTE PILE.

Further Response to Request for Admission No. 37:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that in the Federal Litigation, Preston Cowan submitted a declaration stating that when heavy rains eroded the WASTE PILE, he believed that the material that slid from the WASTE PILE onto a flat area immediately south of the WASTE PILE contained bullets and WASTE PILE material.

Reason Why Second Further Response to Request for Admission No. 37 Is Required:

This request *does not* ask for Vulcan to admit that Preston Cowan made a certain statement in a declaration, but that is the question Vulcan chose to answer. Thus, the response is evasive and improper, and a further response is required. Civ. Proc. Code §§ 2033.210(b) (“[e]ach response shall answer the substance of the requested admission”), 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”).

Request for Admission No. 40:

Admit that Tom Jenkins delivered a DRAFT LEASE (“DRAFT LEASE” refers to a draft of the May 20, 1992 LEASE between THE CLUB and VULCAN) to THE CLUB on February 10, 1992.

Further Response to Request for Admission No. 40:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows:

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Vulcan admits that Tom Jenkins signed the February 10, 1992 Letter of Transmittal of the February 19, 1992 Draft Lease which indicated that it was hand delivered. SGVGC004962.

Reason Why Second Further Response to Request for Admission No. 40 Is Required:

This request *does not* ask for Vulcan to admit that Tom Jenkins signed a particular document, but that is the question Vulcan chose to answer. Thus, the response is evasive and improper, and a further response is required. Civ. Proc. Code §§ 2033.210(b) (“[e]ach response shall answer the substance of the requested admission”), 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”).

Request for Admission No. 48:

Admit that VULCAN's March 5, 1992 response to THE CLUB's written comments to the DRAFT LEASE does not mention SPENT AMMUNITION or the cleanup thereof.

Further Response to Request for Admission No. 48:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that its March 5, 1992 response to the Club's written comments to the DRAFT LEASE does not contain the words "SPENT AMMUNITION."

Reason Why Second Further Response to Request for Admission No. 48 Is Required:

This response is clearly provided in bad faith, and is plain evidence of a failed attempt at discovery gamesmanship. The request does not ask about *the words* “spent ammunition[,]” it asks about the term “SPENT AMMUNITION” that is defined in the relevant set of discovery. Vulcan and its counsel surely know the difference between the words used to define a certain type of material and the material itself. Thus, the response is evasive and improper, and a further response is required. Civ. Proc. Code §§ 2033.210(b) (“[e]ach response shall answer the substance of the requested admission”), 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”).

Request for Admission No. 49:

Admit that VULCAN's March 5, 1992 response to THE CLUB's written comments to the DRAFT LEASE does not mention fired lead bullets or the cleanup thereof.

Further Response to Request for Admission No. 49:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that its March 5, 1992 response to the Club's written comments to the DRAFT LEASE does not contain the words "fired lead bullets."

Reason Why Further Response to Request for Admission No. 49 Is Required:

This response is clearly provided in bad faith, and is plain evidence of a failed attempt at discovery gamesmanship. The request does not ask about *the words* “fired lead bullets[,]” it asks about

the fired lead bullets themselves. In fact, it is clear that this request asks about material that could be classified as "fired lead bullets" (as opposed to those words) because it has a follow up clarification ("or the cleanup thereof") that would make no sense if the request was actually referring to the words "fired lead bullets[.]" Vulcan and its counsel surely know the difference between the words used to define a certain type of material and the material itself. Thus, the response is evasive and improper, and a further response is required. Civ. Proc. Code §§ 2033.210(b) ("[e]ach response shall answer the substance of the requested admission"), 2033.220(a) ("Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.").

Request for Admission No. 76:

Admit that the term of the LEASE between VULCAN and THE CLUB expired on May 20, 2002.

Further Response to Request for Admission No. 76:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that the LEASE states that it expires on May 20, 1992, but that on May 15, 2002, Vulcan and the Club entered into an agreement that allowed Vulcan to lease the Property on an eighteen month rolling term and incorporated the terms of the LEASE.

Reason Why Second Further Response to Request for Admission No. 76 Is Required:

This request does not ask what is *stated* in the lease at issue, it asks when the term of that lease expired, which is a different, though admittedly related, question to the one Vulcan actually responded to. Nonetheless, Vulcan has a duty to respond to the request asked, even where though it requires the application of law to fact. Civ. Proc. Code §§ 2033.010 ; 2033.210(b) ("[e]ach response shall answer the substance of the requested admission"), 2033.220(a) ("Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.").

Request for Admission No. 85:

Admit that none of the leases or licenses in place between 1947 and 2006 between VULCAN and THE CLUB mentioned SPENT AMMUNITION.

Further Response to Request for Admission No. 85:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that none of the leases or licenses in place between 1947 and 2006 included the words "SPENT AMMUNITION."

Reason Why Second Further Response to Request for Admission No. 85 Is Required:

This response is clearly provided in bad faith, and is plain evidence of a failed attempt at discovery gamesmanship. The request does not ask about *the words* "spent ammunition[.]" it asks about the term "SPENT AMMUNITION" that is defined in the relevant set of discovery. Vulcan and

its counsel surely know the difference between the words used to define a certain type of material and the material itself. Thus, the response is evasive and improper, and a further response is required. Civ. Proc. Code §§ 2033.210(b) (“[e]ach response shall answer the substance of the requested admission”), 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”).

Request for Admission No. 87:

Admit that between 1947 and 2006, VULCAN was aware that lead was being deposited on the PROPERTY.

Further Response to Request for Admission No. 87:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Vulcan admits that at some point between 1947 and 2006 it became aware that lead was being deposited on the Property.

Reason Why Second Further Response to Request for Admission No. 87 Is Required:

The request at issue inquires about a complete period of time (1947-2007), Vulcan’s response is vague and limited, and only responds to a portion of the request (“at some point between 1947 and 2006 . . .”). To the extent Vulcan can only respond to a portion of a request, it is required to “Specify so much of the matter involved in the request as to the truth of which the responding party lacks sufficient information or knowledge.” Civ Pro. Code § 2033.220(b)(3)-(c). Vulcan is required to provide a full and complete response under the Code. Civ. Proc. Code §§ 2033.210(b) (“[e]ach response shall answer the substance of the requested admission”), 2033.220(a) (“Each answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”).

Request for Admission No. 92:

Admit that, at no time during any lease negotiation did VULCAN discuss with THE CLUB what type of cleanup of the PROPERTY was expected by VULCAN upon the end of the leasehold relationship.

Further Response to Request for Admission No. 92:

Subject to and without waiving the foregoing responses, Vulcan further responds as follows: Other than what is specified in the Lease Agreements themselves, Vulcan admits that it did not specifically discuss the details of the cleanup required by the Club upon the end of the leasehold relationship.

Reason Why Second Further Response to Request for Admission No. 92 Is Required:

Vulcan’s response is limited more narrowly than Request No. 92 is. That is, the request asks if Vulcan “discussed” the issue at hand with SGVGC, and Vulcan’s response states it did not “specifically discuss.” If Vulcan’s use of “specifically discuss” was intended to be synonymous with discuss, a further response explaining that fact is required. Civ. Proc. Code § 2033.220(a) (“Each

answer in a response to requests for admission shall be as complete and straightforward as the information reasonably available to the responding party permits.”). If, however, Vulcan was intending to use “specifically discuss” as a term that is understood to be more narrow than the use of the term “discuss” in Request No. 92, Vulcan had a responsibility to explain why it was not fully responding to the request. Civ Pro. Code § 2033.220(b)(3)-(c). In either scenario, a further response is required.

Form Interrogatories

Form Interrogatory No. 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.

Further Response to Form Interrogatory No. 9.1:

Subject to and without waiving the foregoing objections, Vulcan further responds as follows:

- (a) Nature of Damages: (1) Damages associated with the costs incurred for investigating, assessing, monitoring and remediating the Contamination; (2) loss of property value incurred due to the existence of the Contamination including but not limited to, loss of permanent value as caused by the stigma of environmental contamination; (3) loss of future rent; (4) costs to repair and restore the Azusa Property and neighboring properties to proper condition; (5) statutory costs; (6) punitive and exemplary damages; (7) treble damages; and (8) attorney's fees and costs of suit.
- (b) Approximately January 1947 to November 2006
- (c) A minimum of \$6,720,000.00
- (d) Calmat Co. dba Vulcan Materials Company, Western Division, a Delaware Corporation who can be contacted through the above-captioned counsel.

Reason Why Second Further Response to Form Interrogatory No. 9.1 Is Required:

This form interrogatory inquires as to four subcategories of information “*each* item of damage[.]” (Emphasis added). The further response provided groups all damage amounts into a single sum: \$6,720,000.00. A second further response needs to be provided to respond to the specific question asked, i.e., a response that states the amount of damages sought for *each* item of damages listed in Vulcan’s further response to Form Interrogatory 9.1(a). See Civ. Proc. Code § 2030.220(a)-(b) (interrogatory responses must be as complete and straightforward as the information reasonably available to the responding party permits”).

Form Interrogatory No. 9.2:

Do any **DOCUMENTS** support the existence or amount of any item of damages claimed in interrogatory 9.1? If so, state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT**.

Further Response to Form Interrogatory No. 9.2:

Subject to and without waiving the foregoing objections, Vulcan further responses as follows: The following Lease Agreements which are in the possession of Vulcan who can be contacted through the above-captioned counsel:

- 1947 Lease - January 1, 1947 - August 31, 1950
- 1950 Lease - August 31, 1950 - January 1, 1958
- 1958 Lease - January 1, 1958 - August 31, 1961
- 1961 Lease - September 1, 1961 - December 10, 1970
- 1970 Lease - December 11, 1970 - December 11, 1977
- 1977 Lease - December 11, 1977 - February 3, 1988
- 1988 Lease - February 4, 1988 - May 19, 1992
- 1992 Lease - May 20, 1992, as amended on May 15, 2002 - November 6, 2006

Reason Why Second Further Response to Form Interrogatory No. 9.2 Is Required:

This form interrogatory seeks to identify persons in possession of documents supporting the existence of damages identified in Form Interrogatory 9.1, and it implicitly requires Vulcan to identify all such documents. Vulcan's further response lists nothing other than leases that are in the possession of Vulcan's counsel. To list only leases when there are certain damage-related documents available (attorney's billings, receipts re: costs of suit, etc.) is evasive and incomplete. A further response is required to meet Vulcan's duty under the Code of Civil Procedure. *See* Civ. Proc. Code § 2030.220(a)-(b) (interrogatory responses must be as complete and straightforward as the information reasonably available to the responding party permits").

Form Interrogatory No. 17.1 re: Request for Admission No. 18²

Admit that at VULCAN had no contractual right to enter the PROPERTY to dump material on the PROPERTY between June 17, 1987 and May 19, 1992. (Response: Deny)

Further Response to Form Interrogatory No. 17.1 re: Request for Admission No. 18:

(b) Nothing contractually prohibited Vulcan from entering "the PROPERTY to dump material on the PROPERTY between June 17, 1987 and May 19, 1992."

(c) Brian Ferris - can be contacted through the above-captioned counsel
Herb Bock
2331 Freeborn Street
Bradbury, California 91008

Richard Phillips
45866 Shasta Place
El Monte, California

John Armato - can be contacted through Defendant's counsel
Brian Anderson - can be contacted through the above-captioned counsel

(d) The documents supporting Vulcan's response to this Request for Admission are each of the Leases (as previously defined) at issue in this Complaint.

Reason Why Second Further Response to Form Interrogatory No. 17.1 re: Request for Admission No. 18 Is Required:

Vulcan avoids the question at issue, and fails to cite a lease provision that gave it the right to enter on the subject property (a trespass, if unauthorized). Further, Vulcan has no basis for claiming that "Nothing contractually prohibited Vulcan from entering "the PROPERTY to dump material on the PROPERTY between June 17, 1987 and May 19, 1992." Indeed, the existence of a lease itself, without an express provision to the contrary, contractually prohibits the conduct at issue. *See Kaiser Co. Reid*, 30 Cal. 2d 610, 618 (1947). If Vulcan does not provide a further response that actually supports its

² The predicate question for all 17.1 interrogatories is as follows:

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.

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response to Request for Admission 18 or change the response to that request to an admission, Vulcan will be knowingly violating the relevant discovery law. Civ Pro. Code §§ 2030.220; 2033.220.

Form Interrogatory No. 17. 1 re: Requests for Admission Nos. 52-54:

Request for Admission No. 52: Admit that, prior to May 20, 1992, VULCAN never indicated to THE CLUB that the DRAFT LEASE PROVISION was intended to address SPENT AMMUNITION. (Response: Deny)

Request for Admission No. 53: Admit that, prior to May 20, 1992, VULCAN never indicated to THE CLUB that the DRAFT LEASE PROVISION was intended to address lead bullets that had been fired at the PROPERTY. (Response: Deny)

Request for Admission No. 54: Admit that, prior to 2005, VULCAN never indicated to THE CLUB that the DRAFT LEASE PROVISION was intended to address SPENT AMMUNITION. (Response: Deny)

Further Responses to Form Interrogatory No. 17. 1 re: Requests for Admission Nos. 52-54

Request for Admission 52:

(b) Herb Bock testified at his deposition in the Federal Litigation that during the negotiation of the 1992 lease, the Gun Club knew that the DRAFT LEASE PROVISION could address SPENT AMMUNITION and that the Gun Club "did not want Vulcan to tell [it] . . . what type of ammunition [it] could use on the range." Bock Depo at 56:15-20.

(c) Herb Bock
2331 Freeborn Street
Bradbury, California 91008

(d) Bock Deposition transcript which is in the possession of the Club.

Request for Admission 53:

(b) Herb Bock testified at his deposition in the Federal Litigation that during the negotiation of the 1992 lease, the Gun Club knew that the DRAFT LEASE PROVISION could address lead bullets that had been fired at the Property and that the Gun Club "did not want Vulcan to tell [it] . . . what type of ammunition [it] could use on the range." Bock Depo at 56:15-20.

(c) Herb Bock
2331 Freeborn Street
Bradbury, California 91008

(d) Bock Deposition transcript which is in the possession of the Club.

Request for Admission 54:

(b) Herb Bock testified at his deposition in the Federal Litigation that during the negotiation of the 1992 lease, the Gun Club knew that the DRAFT LEASE PROVISION could address SPENT AMMUNITION and that the Gun Club "did not want Vulcan to tell [it] . . . what type of ammunition [it] could use on the range." Bock Depo at 56:15-20.

(c) Herb Bock

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2331 Freeborn Street
Bradbury, California 91008

(d) Bock Deposition transcript which is in the possession of the Club.

Reason Why Second Further Response to Form Interrogatories No. 17.1 re: Request for Admissions Nos. 52-54 Is Required:

Put simply, the responses at issue are not true, based on the document cited, i.e., the transcript of the deposition of Herb Bock, at 56:15-20. The cited testimony, and the context surrounding it, makes it clear that his understanding was, at best, that Vulcan was intending to limit the type of ammunition could be *brought onto* the subject property, not what type of spent ammunition could be left at the property. E.g., "I do remember that they didn't want to give Vulcan the authority to dictate what type of ammunition or propellant powers and stuff like that we could bring on the premises." (Bock Deposition at 55:19-23). If Vulcan does not provide a further response that actually supports its response to Requests for Admission Nos. 52-54 or change the responses to those requests to admissions, Vulcan will be knowingly violating the relevant discovery law. Civ Pro. Code §§ 2030.220; 2033.220.

Further Response to FI 17.1 re: Request for Admission No. 60:

Admit that VULCAN did not seek permission from THE CLUB to create the WASTE PILE.
(Response: Deny)

Further Response to FI 17.1 re: Request for Admission No. 60:

(b) Thomas Sheedy testified at his deposition in the Federal Litigation that after Vulcan made the decision to create the WASTE PILE, he had a discussion with Rick Phillips at the Gun Club about the creation of the WASTE PILE, including where it would be placed and the logistics of creating it. Sheedy Depo. At 47:10-48:6.

(c) Thomas Sheedy
5275 La Canada Boulevard
La Canada-Flintridge, CA 91011

Rick Phillips
45866 Shasta Place
El Monte, California

(d) Sheedy Deposition transcript which is in the possession of the Club.

Reason Why Second Further Response to Form Interrogatory No. 17.1 re: Request for Admission No. 60 Is Required:

Vulcan fails to provide any basis for its denial: the fact that Tom Sheedy and Rick Phillips had a discussion about the creation of the waste pile in no way addresses whether permission was sought from SGVGC regarding the creation of the waste pile. If Vulcan does not provide a further response that actually supports its response to Request for Admission 60 or change the response to that request

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to an admission, Vulcan will be knowingly violating the relevant discovery law. Civ Pro. Code §§ 2030.220; 2033.220.

Form Interrogatory No. 17.1 re Request for Admission No. 79:

Admit that VULCAN never made any comment about SPENT AMMUNITION at the PROPERTY to THE CLUB's former attorney, Robert Carter. (Response: Deny)

Further Response to Form Interrogatory 17.1 re: Request for Admission No. 79 :

(b) In the 1992 Draft Lease (Exhibit 4 to the Brian Ferris Deposition) which was transmitted to Robert Carter, Vulcan specifically included a provision specifically referring to spent ammunition and the type of bullets used at the Property. 1992 Draft Lease § 9. Mr. Carter then responded to Vulcan on February 24, 1992 (Exhibit 5 to Brian Ferris Deposition) specifically regarding this provision. On March 5, 1992, Vulcan responded to Mr. Carter regarding this provision. (Exhibit 6 to Brian Ferris Deposition). Then Vulcan and Mr. Carter had a telephone conversation regarding this provision (Exhibit 7 to Brian Ferris Deposition). Ultimately, the Club and Vulcan signed a lease with a modified version of this provision. (Exhibit 8 to Brian Ferris Deposition).

(c) Brian Ferris - can be contacted through the above captioned counsel

Robert Carter - address unknown

Tom Jenkins

329 Auburn Way

Claremont, CA

Phone: (909) 626-8796

Tom Davis

Davis Consulting Services

P.O. Box 4183

Orange, California 92863

(d) Brian Ferris Deposition Exhibits 4-8.

Reason Why Second Further Response to FI 17.1 re: RFA No. 79 Is Required:

None of the documents cited support the denial at issue. Specifically, none of the exhibits refer to *spent* ammunition, and unless Vulcan is specifically representing that Brian Ferris remembers discussing spent ammunition during the phone call referred to in Vulcan's response, this is an insufficient response. If Vulcan does not provide a further response that actually supports its response to response to Request for Admission 79 or change the response to that request to an admission, Vulcan will be knowingly violating the relevant discovery law. Civ Pro. Code §§ 2030.220; 2033.220.

Form Interrogatory 17.1 re: Request for Admission No. 80:

Admit that VULCAN never made any comment about lead bullets present at the PROPERTY to THE CLUB's former attorney, Robert Carter.

Further Response to Form Interrogatory 17.1 re: Request for Admission No. 80 :

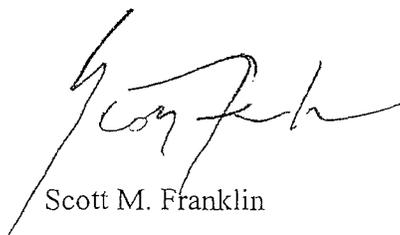
(b) In the 1992 Draft Lease (Exhibit 4 to the Brian Ferris Deposition) which was transmitted to Robert Carter, Vulcan specifically included a provision specifically referring to spent ammunition and the type of bullets used at the Property. 1992 Draft Lease § 9. Mr. Carter then responded to Vulcan on February 24, 1992 (Exhibit 5 to Brian Ferris Deposition) specifically regarding this provision. On March 5, 1992, Vulcan responded to Mr. Carter regarding this provision. (Exhibit 6 to Brian Ferris Deposition). Then Vulcan and Mr. Carter had a telephone conversation regarding this provision (Exhibit 7 to Brian Ferris Deposition). Ultimately, the Club and Vulcan signed a lease with a modified version of this provision. (Exhibit 8 to Brian Ferris Deposition).

Reason Why Second Further Response to Form Interrogatory 17.1 re: Request for Admission No. 80 Is Required:

None of the documents cited support the denial at issue. Specifically, none of the exhibits refer to *lead bullets*, and unless Vulcan is specifically representing that Brian Ferris remembers discussing lead bullets during the phone call referred to in Vulcan's response, this is an insufficient response. If Vulcan does not provide a further response that actually supports its response to response to Request for Admission 80 or change the response to that request to an admission, Vulcan will be knowingly violating the relevant discovery law. Civ Pro. Code §§ 2030.220; 2033.220.

Sincerely,

Michel & Associates, P.C.



Scott M. Franklin

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA

3 COUNTY OF LOS ANGELES

4 I, Christina Sanchez, am employed in the City of Long Beach, Los Angeles County,
5 California. I am over the age eighteen (18) years and am not a party to the within action. My
business address is 180 East Ocean Blvd., Suite 200, Long Beach, California 90802.

6 On September 10, 2012, I served the foregoing document(s) described as

7 **NOTICE OF MOTION AND MOTION OF DEFENDANT SAN GABRIEL VALLEY GUN**
8 **CLUB TO COMPEL FURTHER RESPONSES TO REQUEST FOR ADMISSIONS (SET**
9 **ONE) FROM PLAINTIFF CALMAT CO. dba VULCAN MATERIALS COMPANY,**
10 **WESTERN DIVISION; MEMORANDUM OF POINTS AND AUTHORITIES;**
11 **DECLARATION OF SCOTT M. FRANKLIN**

on the interested parties in this action by placing

12 the original

13 a true and correct copy

14 thereof enclosed in sealed envelope(s) addressed as follows:

15 Kenneth A. Ehrlich
16 Elizabeth A. Culley
17 Jeffer, Mangels, Butler & Mitchell, LLP
18 1900 Avenue of the Stars, Seventh Floor
19 Los Angeles, CA 90067-4308

20 BY MAIL As follows: I am "readily familiar" with the firm's practice of collection and
21 processing correspondence for mailing. Under the practice it would be deposited with the
22 U.S. Postal Service on that same day with postage thereon fully prepaid at Long Beach,
23 California, in the ordinary course of business. I am aware that on motion of the party
24 served, service is presumed invalid if postal cancellation date is more than one day after
25 date of deposit for mailing an affidavit.

26 Executed on September 10, 2012, at Long Beach, California.

27 X PERSONAL SERVICE I caused such envelope to delivered by hand to the offices of the
28 addressee.

Executed on September 10, 2012, at Long Beach, California.

OVERNIGHT MAIL As follows: I am "readily familiar" with the firm's practice of
collection and processing correspondence for overnight delivery by UPS/FED-EX. Under
the practice it would be deposited with a facility regularly maintained by UPS/FED-EX for
receipt on the same day in the ordinary course of business. Such envelope was sealed and
placed for collection and delivery by UPS/FED-EX with delivery fees paid or provided for
in accordance.

Executed on September 10, 2012, at Long Beach, California.

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

29 
CHRISTINA SANCHEZ

FIRM: MICHEL & ASSOCIATES, P.C.
 180 E. OCEAN BLVD.
 SUITE 200
 LONG BEACH CA 90802
 PH: 562/216-4444

Signal
 ATTORNEY SERVICE
 INCORPORATED

DATE: 9/10/12 SECRETARY: Christina ATTORNEY: SMF ATTORNEY FILE #: 1067355

DO TODAY **RETURN TODAY** _____
 Mark X for special assignment(s). RUSH CHARGES APPLY

Long Beach 562-595-1337
 Torrance 310-316-1256
 Fax 562-595-6294

PLAINTIFF: Calmat Co. COURT: LASC
 VS. JUDICIAL DIST: East
 DEFENDANT: SCVLC CITY: Pomona CASE #: KC062582

APPROVED DIRECT BILLING: ADJUSTER:
 CARRIER NAME: INSURED:
 ADDRESS: CLAIM NUMBER:
 CITY, STATE, & ZIP: DATE OF LOSS:

LIST ALL DOCUMENTS: HEARING DATE FEES PAID/ DATE FEES ATTACHED *X 180.00*
 1) NTC further resp to SI set one 2) Sep Stmt 3) proposed order
 2) NTC further resp to FI set one 2) Sep Stmt 3) proposed order
 3) NTC further resp to PFA set one 2) Sep Stmt 3) proposed order

INSTRUCTIONS: FILE BY _____ SERVE BY _____

OFFICE USE	
COURT	94
PROCESS	
DELIVERY	
RETURN	

DEPT. _____ CLERK _____ Please file today.
 Today is the deadline
 call me if you have
 any issues.
 Thanks!

IMPORTANT	<input checked="" type="checkbox"/>
FILE	<input checked="" type="checkbox"/>
SERVE	<input type="checkbox"/>
DELIVER	<input type="checkbox"/>
COPY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

RESIDENCE
 BUSINESS
 MALE _____ FEMALE _____ RACE _____ AGE _____ HT _____ WT _____ HAIR _____

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SEP 10 2012

EAST DISTRICT

ORIGINAL SUBMIT DATE: 9/10/12 RUNNER: 405
 25 MIN. WAIT TIME
 OKAY BACK TO COURT REJECTED OKAY BACK TO COURT

LASC - POMONA
 POMONA COURTS
 POMONA CA 91766
 DATE PAID: 09/10/12 03:41 PM
 RECEIPT #: POM115119029
 CIT/CASE: KC062582
 LEA/DEF#: _____
 PAYMENT: \$180.00 310
 RECEIVED:
 CHECK: \$180.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

NO CONFORM	SHERIFF	COURTESY	DROP C/W	DROP DP	RCV C/W	RCV DP	FILE C
			9/10/12		9/10/12		9/10/12

Corporate Mailing Address: P.O. Box 91985 • Long Beach, CA 90809-1985