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1 **AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.**
R.D. KIRWAN (SBN 46259)
2 **ROBERT N. TAFOYA (SBN 194444)**
2029 Century Park East, Suite 2400
3 Los Angeles, California 90067
Telephone: (310) 229-1000
4 Facsimile: (310) 229-1001

5 **RENZULLI & RUTHERFORD**
JOHN F. RENZULLI
6 JOHN J. MCCARTHY, III
300 East 42nd Street
7 New York, NY 10017
(212) 599-5533

8
9 Attorneys for Defendant
H&R 1871, INC.

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN FRANCISCO**

13 THE PEOPLE OF THE STATE OF)
CALIFORNIA, by and through San)
14 Francisco City Attorney Louise H. Renne,)
Berkeley City Attorney Manuela)
15 Albuquerque, Sacramento City Attorney)
Samuel L. Jackson, and San Mateo County)
16 Counsel Thomas F. Casey, III, Oakland City)
Attorney Jayne W. Williams, and East Palo)
17 Alto City Attorney Michael S. Lawson; JOE)
SERNA, JR., Mayor of Sacramento, the)
18 CITY OF BERKELEY, the CITY OF)
OAKLAND, the CITY OF EAST PALO)
19 ALTO and the COUNTY OF ALAMEDA,)
on behalf of the general public,)

20 Plaintiffs,

21 vs.

22 **ARCADIA MACHINE & TOOL, INC.,**
23 **BRYCO ARMS, INC., DAVIS**
INDUSTRIES, INC., EXCELL
24 INDUSTRIES, INC., LORCIN
ENGINEERING CO., INC., CHINA
25 NORTH INDUSTRIES, PHOENIX ARMS,
SUNDANCE INDUSTRIES, INC.,
26 BERETTA U.S.A. CORP., PIETRO
BERETTA Sp. A., BROWNING ARMS
27 CO., CARL WALTER, GmbH, CHARTER
ARMS, INC., COLT'S
28 MANUFACTURING CO., INC., FORJAS
TAURUS, S.A. TAURUS

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4095

Case No. 303753

**DEFENDANT H&R 1871, INC.'S FURTHER
SUPPLEMENTAL OBJECTIONS AND
RESPONSES TO PLAINTIFFS' FIRST SET
OF REQUESTS FOR PRODUCTION OF
DOCUMENTS (Dated October 1, 2001)**

10/1/2001

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
2029 CENTURY PARK EAST
SUITE 2400
LOS ANGELES, CA 90067

DOCUMENT PREPARED
ON RECYCLED PAPER

INTERNATIONAL MANUFACTURING,)
INC., GLOCK, INC., GLOCK GmbH,)
H&R 1871 INC., HECKLER & KOCH,)
INC., KEL-TEC CNC INDUSTRIES, INC.,)
MKS SUPPLY INC., NAVEGAR, INC.,)
NORTH AMERICAN ARMS, INC.,)
SIGARMS, INC., SMITH AND WESSON)
CORP., S.W. DANIELS, INC., STURM)
RUGER & COMPANY, INC.,)
AMERICAN SHOOTING SPORTS)
COUNCIL, INC., NATIONAL SHOOTING)
SPORTS FOUNDATION, INC.,)
SPORTING ARMS AND AMMUNITION)
MANUFACTURERS' INSTITUTE, INC.,)
B.L. JENNINGS, INC., ELLETT)
BROTHERS INC., INTERNATIONAL)
ARMAMENT CORP., RSR WHOLESALE)
GUNS, INC., SOUTHERN OHIO GUN)
DISTRIBUTORS, TRADERS SPORTS,)
INC., and DOES 1-200,)

Defendants.

RESPONDING PARTY: DEFENDANT, H&R 1871, INC.

PROPOUNDING PARTY: PLAINTIFFS, THE PEOPLE OF THE STATE OF

CALIFORNIA, by and through San Francisco City Attorney
Louise H. Renne, Berkeley City Attorney Manuela Albuquerque,
Sacramento City Attorney Samuel L. Jackson, and San Mateo
County Counsel Thomas F. Casey, III, Oakland City Attorney
Jayne W. Williams, and East Palo Alto City Attorney Michael S.
Lawson; JOE SERNA, JR., Mayor of Sacramento, the CITY OF
BERKELEY, the CITY OF OAKLAND, the CITY OF EAST
PALO ALTO and the COUNTY OF ALAMEDA, on behalf of
the general public

SET NUMBER: TWO (2)

TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:

Pursuant to Section 2030 of the Code of Civil Procedure, Defendant H&R 1871, INC. ("Defendant") responds as follows to Plaintiffs' special interrogatories. H&R 1871, INC. provides these supplemental responses subject to the following general objections ("General Objections").

GENERAL OBJECTIONS

This Defendant objects to the plaintiffs' Requests for Production in that they are not limited to a reasonable and relevant time period and objects to the plaintiffs' time period of January 1, 1975 to the present. Defendant further objects to the plaintiffs' requests to the extent that they seek documents and/or information which have no relevance to the issues in this case and/or have no relationship to actions taken or statements made within the state of California. Defendant objects to this discovery to the extent it seeks documents or information protected as commercially sensitive, trade secrets or proprietary information. To the extent that Defendant has agreed herein to produce any documents or information that contain or reflect trade secret or proprietary information, any such production will be made only after the entry of an appropriate protective order. Defendant further objects on the grounds that this discovery is intentionally harassing, burdensome and improperly and politically designed to burden the Defendant with litigation expense in defending claims that have no legal or factual merit.

Defendant further objects to this discovery to the extent it seeks documents or information protected by the attorney-client privilege, the attorney work-product doctrine, the consulting expert exemption privilege, joint defense privilege or any other applicable privilege or protection. Defendant objects to this discovery to the extent it is vague and ambiguous and makes response impossible without speculation. Defendant objects to this discovery to the extent it seeks documents or information protected by a self-evaluation or self-analysis privilege. Defendant objects to this discovery to the extent it seeks documents or information not within Defendant's possession, custody or control. Defendant objects to this discovery to the extent it attempts to impose obligations beyond those required under the California Code of

1 Civil Procedure. Defendant objects to this discovery to the extent it assumes facts which are
2 incorrect or do not exist. Defendant objects to this discovery insofar as it seeks documents or
3 information in the public domain and thus equally available to plaintiffs. Defendant also
4 objects to these requests to the extent they seek information within the possession, custody or
5 control of plaintiffs. Defendant objects to the extent that this discovery seeks documents
6 created in the exercise of Defendant's First Amendment rights to freedom of speech, freedom
7 of assembly and to petition the government for redress of grievances. Defendant also objects to
8 the extent this discovery seeks information protected from disclosure by California Civil Code
9 § 3295.

10 The responses herein are based upon the knowledge or information and belief acquired
11 by Defendant to the present date and upon the current state of their preparation in connection
12 with this action. Accordingly, Defendant reserves the right to modify, amend or add to these
13 responses and objections. By submitting these responses and objections, Defendant does not
14 waive any objections as to the relevancy, materiality and/or admissibility of any request,
15 response, document, or information contained therein, nor does Defendant waive any right to
16 produce in the future any information or documents once an appropriate confidentiality
17 agreement or protective order is in place. Defendant objects to this discovery to the extent it
18 seeks documents or information that may impair or abrogate the privacy rights of Defendants or
19 third parties.

20 Each of these objections is incorporated by this reference into each of the responses
21 below. By asserting an objection, Defendant does not concede that it possesses documents
22 responsive to any particular inspection demand.

23 SUPPLEMENTAL GENERAL OBJECTIONS

24 Defendant objects to these requests on the grounds that they are irrelevant since H&R
25 1871, Inc. ceased designing, manufacturing, marketing, distributing, advertising, supplying and
26 selling handguns in November, 1999.
27
28

GENERAL OBJECTIONS TO PLAINTIFFS' DEFINITIONS AND INSTRUCTIONS

This answering Defendant objects to the plaintiffs' definitions and instructions on the basis that they are overly broad, burdensome, oppressive and vague and subject to numerous interpretations. These definitions include, but are not limited to, plaintiffs' definitions of the terms "ADVERTISEMENT(S)", "ADVERTISING", "AFFILIATED ENTITIES", "COMMUNICATION(S)", "COMPLAINT", "CONSUMER", "DISTRIBUTOR(S)", "DOCUMENT(S)" (to the extent it violates or differs from the California Code of Civil Procedure and the California Evidence Code), "EMPLOYEE(S)", "FIREARM(S)", "FIREARM SAFETY FEATURE(S)", "FIREARM SAFETY RESEARCH", "FIREARM SAFETY RISK(S)", "HANDGUN(S)", "IDENTIFY" or "IDENTIFICATION", "MARKETING", "PERSONALIZED GUN SYSTEM", "TRACE", "TRAINING", "UNINTENTIONAL FIRING", "UNINTENTIONAL DISCHARGE", "UNINTENTIONAL SHOOTING", "YOU" and "YOUR". Defendant also objects to the plaintiffs' definitions and instructions in that they purport to impose obligations beyond those required by the California Code of Civil Procedure. Each of these objections is incorporated by this reference into each of the responses below.

DOCUMENTS REQUESTED

REQUEST FOR PRODUCTION NO. 1:

ALL DOCUMENTS that YOU produced during the course of discovery to ANY party in *Hamilton, et al. v. Accu-Tek et al.*, United States District Court for the Eastern District of New York, Civil No. CV-95-0049 (JBW) AND *Young v. Bryco Arms, et al.*, No. 98-L-6684 (Cook County Circuit Court, Ill.), including, but not limited to, written responses to interrogatories, written responses to requests for admissions, written responses to requests for production of documents, AND documents responsive to requests for production of documents.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Defendant incorporates by reference all General Objections as though fully set forth herein. Objection. Defendant objects to this request on the grounds that it is overly broad and

1 seeks irrelevant information which is not reasonably calculated to lead to the discovery of
2 admissible evidence.

3 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 1:**

4 Defendant further objects to the extent this request seeks privileged and/or
5 commercially sensitive information. Additionally, Defendant objects to the extent that it seeks
6 documents that are the subject of a prior confidentiality order from the *Hamilton* Court.
7 Finally, Defendant objects to the extent that the factual, liability and damage issues in the
8 instant case are different from the claims in the cases of *Hamilton, et al. v. Accu-Tek, et al.* and
9 *Young v. Bryco Arms, et al.*

10 **REQUEST FOR PRODUCTION NO. 2:**

11 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
12 testimony given by YOU regarding FIREARMS, including, but not limited to, deposition
13 testimony OR trial testimony in *Hamilton, et al. v. Accu-Tek et al.*, United States District Court
14 for the Eastern District of New York, Civil No. CV-95-0049 (JBW) AND *Young v. Bryco*
15 *Arms, et al.*, No. 98-L-6684 (Cook County Circuit Court, Ill.).

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

17 Defendant incorporates by reference all General Objections as though fully set forth
18 herein. Objection. Defendant objects to this request on the grounds that it is overly broad,
19 vague and ambiguous and seeks irrelevant information which is not reasonably calculated to
20 lead to the discovery of admissible evidence. Defendant also objects to this request on the
21 grounds that it is overly broad with respect to the time period from which information is
22 requested.

23 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 2:**

24 Defendant further objects to the extent this request seeks privileged and/or
25 commercially sensitive information. Additionally, Defendant objects to the extent that it seeks
26 documents that are the subject of a prior confidentiality order from the *Hamilton* Court.
27 Finally, Defendant objects to the extent that the factual, liability and damage issues in the
28

1 instant case are different from the claims in the cases of *Hamilton, et al. v. Accu-Tek, et al.* and
2 *Young v. Bryco Arms, et al.*

3 **REQUEST FOR PRODUCTION NO. 3:**

4 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the petitions
5 submitted by the Center to Prevent Handgun Violence OR Steve Teret, Jon Vernick, OR Garen
6 Wintemute to the United States Federal Trade Commission on OR about February 14, 1996,
7 OR ANY other petition submitted to the United States Federal Trade Commission regarding
8 FIREARMS.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

10 Defendant incorporates by reference all General Objections as though fully set forth
11 herein. Defendant objects to this request on the grounds that it is overly broad, vague and
12 ambiguous and seeks irrelevant information which is not reasonably calculated to lead to the
13 discovery of admissible evidence.

14 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

15 Without waiving and/or limiting the foregoing objections, Defendant responds that it
16 has no documents responsive to this request.

17 **REQUEST FOR PRODUCTION NO. 4:**

18 ALL DOCUMENTS provided to OR received, from ANY law enforcement agency,
19 including, but not limited to, the ATF, the United States Federal Bureau of Investigation, the
20 Alameda Sheriff's Department, the Berkeley Police Department, the California Highway Patrol,
21 the East Palo Alto Police Department, the Oakland Police Department, the Oakland Police
22 Service Agency, the Sacramento Police Department, the San Francisco Police Department, OR
23 the San Mateo Sheriff's Department, regarding the CRIMINAL USE of ANY FIREARM
24 manufactured by YOU.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

26 Defendant incorporates by reference all General Objections as though fully set forth
27 herein. Defendant objects to this request on the grounds that it is overly broad, vague,
28 ambiguous, assumes facts not in evidence and seeks irrelevant information which is not

1 reasonably calculated to lead to the discovery of admissible evidence. Defendant also objects
2 to this request on the grounds that it is overly broad with respect to the time period from which
3 information is requested.

4 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

5 Without waiving and/or limiting the foregoing objections, Defendant responds that
6 should the plaintiffs decide to limit this request to the factual, liability and damages allegations
7 in the consolidated complaints, and upon permission of the BATF and the identified law
8 enforcement agencies, and after the entry of an appropriate protective order, Defendant will
9 review its objections and, if appropriate, provide a supplemental response to the non-
10 objectionable portions of this request.

11 **REQUEST FOR PRODUCTION NO. 5:**

12 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
13 COMMUNICATIONS between YOU and ANY law enforcement agency, including, but not
14 limited to, the ATF, the United States Federal Bureau of Investigation, the Alameda Sheriff's
15 Department, the Berkeley Police Department, the California Highway Patrol, the East Palo
16 Alto Police Department, the Oakland Police Department, the Oakland Police Service Agency,
17 the Sacramento Police Department, the San Francisco Police Department, OR the San Mateo
18 Sheriff's Department, regarding the CRIMINAL USE of ANY FIREARM manufactured by
19 YOU.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

21 Defendant incorporates by reference all General Objections as though fully set forth
22 herein. Defendant objects to this request on the grounds that it is overly broad, vague and
23 ambiguous, assumes facts not in evidence and seeks irrelevant information which is not
24 reasonably calculated to lead to the discovery of admissible evidence. Defendant also objects
25 to this request on the grounds that it is overly broad with respect to the time period from which
26 information is requested.

1 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

2 Without waiving and/or limiting the foregoing objections, Defendant responds that
3 should the plaintiffs decide to limit this request to the factual, liability and damages allegations
4 in the consolidated complaints, and upon permission of the BATF and the identified law
5 enforcement agencies, and after the entry of an appropriate protective order, Defendant will
6 review its objections and, if appropriate, provide a supplemental response to the non-
7 objectionable portions of this request.

8 **REQUEST FOR PRODUCTION NO. 6:**

9 ALL ADVERTISEMENTS for ANY FIREARM manufactured by YOU.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

11 Defendant incorporates by reference all General Objections as though fully set forth
12 herein. Defendant objects to this request on the grounds that it is overly broad, unduly
13 burdensome, vague, ambiguous and seeks irrelevant information which is not reasonably
14 calculated to lead to the discovery of admissible evidence. Defendant also objects to this
15 request on the grounds that it is overly broad with respect to the time period from which
16 information is requested. Defendant also objects to the plaintiffs' definition of
17 "ADVERTISEMENTS" as being overly broad.

18 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

19 Without waiving and/or limiting the foregoing objections, Defendant refers to the
20 advertisements previously produced in Defendant H&R 1871, Inc.'s Objections and Responses
21 to Plaintiffs' First Set of Requests for Production of Documents (Limited Discovery) Exhibit
22 "A" (HR00001-HR00012), which are copies of advertisements and promotions publicizing
23 Defendant's safety features, such as the safety transfer bar and lockable hard plastic storage
24 box.

25 **REQUEST FOR PRODUCTION NO. 7:**

26 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
27 ANY civil OR criminal complaints filed in ANY federal OR state court OR lodged with ANY
28

1 administrative body that RELATE directly OR indirectly to FIREARMS in which YOU are OR
2 were named as a party.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

4 Defendant incorporates by reference all General Objections as though fully set forth
5 herein. Defendant objects to this request on the grounds that it is overly broad, vague and
6 ambiguous, assumes facts not in evidence and seeks irrelevant information which is not
7 reasonably calculated to lead to the discovery of admissible evidence. Defendant also objects
8 to this request on the grounds that it is overly broad with respect to the time period from which
9 information is requested.

10 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

11 Without waiving and/or limiting the foregoing objections, Defendant refers the Plaintiff
12 to the documents Bates numbered HR00209 through HR00749, which are copies of the
13 following lawsuits: City of Chicago v. Beretta U.S.A., et al., Penelas v. Arms Technology, Inc.,
14 et al., White v. Smith & Wesson Corp., et al., McNamara v. Arms Technology, Inc., Archer v.
15 Arms Technology, Inc., et al., City of Cincinnati v. Beretta U.S.A. Corp., City of St. Louis v.
16 Cernicek, et al., Camden County Board of Chosen Freeholders v. Beretta U.S.A. Corp., Mayor
17 Sharpe James v. Arcadia Machine & Tool, District of Columbia, et al. v. Beretta U.S.A. Corp.,
18 City of New York v. B.L. Jennings, Inc., et al., City of Gary v. Smith & Wesson Corp., et al.
19 Defendant further responds that the following lawsuits were dismissed and are on appeal: City
20 of Chicago v. Beretta U.S.A., et al., Penelas v. Arms Technology, Inc., et al., City of Cincinnati
21 v. Beretta U.S.A. Corp., Camden County Board of Chosen Freeholders v. Beretta U.S.A. Corp.
22 and City of Gary v. Smith & Wesson Corp., et al.

23 **REQUEST FOR PRODUCTION NO. 8:**

24 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
25 ANY testimony given by YOU to ANY member OR committee of ANY legislative body
26 including, but not limited to, the United States Senate, United States House of Representatives,
27 ANY state legislature, OR ANY political subdivision of ANY state OR territory, regarding
28 FIREARMS.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, vague and ambiguous and seeks irrelevant information which not is reasonably calculated to lead to the discovery of admissible evidence and information that may be protected by the attorney-client privilege and attorney work product doctrine. Defendant also objects to this request on the grounds that it is overly broad with respect to the time period from which information is requested.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Without waiving and/or limiting the foregoing objections, Defendant responds that after a diligent search it has been unable to locate any documents responsive to the non-objectionable portions of this request.

REQUEST FOR PRODUCTION NO. 9:

ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to the gross yearly revenue that YOU derive from the sale of FIREARMS.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, unduly burdensome, vague and ambiguous and seeks irrelevant information which is not reasonably calculated to lead to the discovery of admissible evidence and information that may be protected by the attorney-client privilege and attorney work product doctrine. Defendant also objects to this request on the grounds that it is overly broad with respect to the time period from which information is requested. Defendant further objects to the extent that this request seeks privileged trade secrets and/or commercially sensitive information.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Without waiving and/or limiting the foregoing objections, Defendant responds that it ceased selling handguns in November, 1999, and thus derives no gross yearly revenue from the sale of handguns.

REQUEST FOR PRODUCTION NO. 10:

ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to the number of FIREARMS sold, produced, AND possessed in inventory OR other capacity by YOU identified by MAKE, model, AND caliber.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, unduly burdensome, vague and ambiguous, assumes facts not in evidence and seeks irrelevant information which is not reasonably calculated to lead to the discovery of admissible evidence and information that may be protected by the attorney-client privilege and attorney work product doctrine. Defendant also objects to this request on the grounds that it is overly broad with respect to the time period from which information is requested. Defendant further objects to the extent that this request seeks privileged trade secrets and/or commercially sensitive information.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Without waiving and/or limiting the foregoing objections, Defendant responds that it ceased producing and selling handguns in November, 1999. Defendant further responds that it has no inventory of handguns.

FURTHER SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Without waiving and/or limiting the foregoing objections, Defendant refers the Plaintiffs to the documents Bates numbered HR00750 through HR01365, which are comprehensive lists of firearms sold and distributed by H&R 1871, Inc. for the years 1995 through 1999.

REQUEST FOR PRODUCTION NO. 11:

ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to YOUR yearly gross dollar sales AND unit sales for California, Nevada, AND Arizona.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, unduly burdensome, not limited in scope, vague and ambiguous and seeks irrelevant information which is not reasonably calculated to lead to the discovery of admissible evidence and information that may be protected by the attorney-client privilege and attorney work product doctrine. Defendant also objects to this request on the grounds that it is overly broad with respect to the time period from which information is requested. Defendant further objects to the extent that this request seeks privileged trade secrets and/or commercially sensitive information.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

Without waiving and/or limiting the foregoing objections, Defendant responds that it ceased manufacturing and selling handguns in November, 1999, and thus derives no gross yearly revenue from the sale of handguns in California, Nevada or Arizona.

FURTHER SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

Without waiving and/or limiting the foregoing objections, and limiting the response to unit sales as per Judge DiFiglia's May, 3 2001 Order addressing the scope of this request, Defendant refers the Plaintiff to the documents Bates numbered HR00750 through HR01365, which are comprehensive lists of firearms sold and distributed by H&R 1871, Inc. for the years 1995 through 1999, including firearms sold and distributed to California, Nevada and Arizona.

REQUEST FOR PRODUCTION NO. 12:

ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to YOUR profits derived from FIREARM sales for California, Nevada, AND Arizona.

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, unduly burdensome, vague and ambiguous and seeks irrelevant information which is not reasonably calculated to lead to the discovery of admissible evidence and information that may be

1 protected by the attorney-client privilege and attorney work product doctrine. Defendant also
2 objects to this request on the grounds that it is overly broad with respect to the time period from
3 which information is requested. Defendant further objects to the extent that this request seeks
4 privileged trade secrets and/or commercially sensitive information.

5 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

6 Without waiving and/or limiting the foregoing objections, Defendant responds that it
7 ceased selling handguns in November, 1999, and thus derives no profits from the sale of
8 handguns in California, Nevada or Arizona.

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

10 ALL DOCUMENTS, including, but not limited to, contracts, that IDENTIFY ANY
11 DISTRIBUTOR, DEALER, RETAILER, OR SELLER to whom YOU sell FIREARMS.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

13 Defendant incorporates by reference all General Objections as though fully set forth
14 herein. Defendant objects to this request on the grounds that it is overly broad, unduly
15 burdensome, vague and ambiguous and seeks irrelevant information which is not reasonably
16 calculated to lead to the discovery of admissible evidence and information that may be
17 protected by the attorney-client privilege and attorney work product doctrine. Defendant also
18 objects to this request on the grounds that it is overly broad with respect to the time period from
19 which information is requested. Defendant further objects to the extent that this request seeks
20 privileged trade secrets and/or commercially sensitive information.

21 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

22 Without waiving and/or limiting the foregoing objections, Defendant responds that it
23 ceased selling handguns in November, 1999. During the time it did manufacture handguns, it
24 only manufactured revolvers. Defendant refers to the documents previously produced in
25 Defendant H&R 1871, Inc.'s Objections and Responses To Plaintiffs' First Set of Requests for
26 Production of Documents (Limited Discovery) Exhibit "B" (HR00013-HR00016), which is a
27 copy of Defendant's Distributor/Dealer Agreement.

1 Defendant further responds that during the time period it manufactured revolvers, it
2 complied with all Federal, State and local laws, regulations and ordinances concerning the sale
3 of revolvers and any other applicable conditions of sale with approved purchasers. Defendant
4 sold its revolvers to established and reputable wholesale distributors who are well known in the
5 firearms industry. Defendant also sold its revolvers to established and reputable firearms
6 purchasing syndicates such as Sports, Inc., National Buying Syndicate (NBS) and World Wide
7 Distributors. Defendant required its wholesale distributors to be federally licensed and to be
8 members in good standing with the National Association of Sporting Goods Wholesalers
9 (NASGW). In addition, prior to a sale to a new wholesale distributor, Defendant obtained a
10 Dunn & Bradstreet report of the wholesale distributor. Defendant did not sell its products to
11 any individual Federal Firearms License holders. Defendant did not sell its products to retail
12 dealers or consumers.

13 The distributor agreement entered into by Defendant and its wholesale distributors
14 forbade the distributor from selling to any individual or entity which was a mass merchandiser
15 or which owned and operated a store whose principle business was not sporting goods.
16 Defendant maintained frequent contact with its wholesale distributors and occasionally made
17 personal visits to its wholesale distributors at their facilities. Additionally, Defendant met with
18 its wholesale distributors and firearms purchasing syndicates at trade shows and other industry-
19 sponsored events.

20 Defendant's requirements and procedures remained essentially the same during the
21 relevant time period it manufactured revolvers. Defendant would not sell any of its products to
22 any entity that did not follow its requirements and procedures.

23 **FURTHER SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO.**

24 **13:**

25 Without waiving and/or limiting the foregoing objections, Defendant refers the Plaintiff
26 to the documents Bates numbered HR 20000 through HR 26786 and HR00750 through
27 HR01365, which are copies of H&R 1871, Inc.'s customers' FFLs and comprehensive lists of
28 firearms sold and distributed by H&R 1871, Inc. for the years 1995 through 1999.

REQUEST FOR PRODUCTION NO. 14:

ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY COMMUNICATIONS between YOU and ANY DISTRIBUTOR, DEALER, RETAILER, OR SELLER of FIREARMS manufactured by YOU, including, but not limited to, COMMUNICATIONS regarding ATF TRACE REQUESTS.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, unduly burdensome, vague and ambiguous, assumes facts not in evidence and seeks irrelevant information which is not reasonably calculated to lead to the discovery of admissible evidence and information that may be protected by the attorney-client privilege and attorney work product doctrine. Defendant also objects to this request on the grounds that it is overly broad with respect to the time period from which information is requested. Defendant further objects to the extent that this request seeks privileged trade secrets and/or commercially sensitive information.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Without waiving and/or limiting the foregoing objections, Defendant responds that it ceased manufacturing and selling handguns in November, 1999. During the time it did manufacture handguns, it only manufactured revolvers. Defendant refers to the documents previously produced in Defendant H&R 1871, Inc.'s Objections And Responses To Plaintiffs' First Set of Requests for Production of Documents (Limited Discovery) Exhibit "B" (HR00013-HR00016), which is a copy of Defendant's Distributor/Dealer Agreement. Defendant maintained frequent contact with its wholesale distributors and occasionally made personal visits to its wholesale distributors at their facilities. Additionally, Defendant met with its wholesale distributors and firearms purchasing syndicates at trade shows and other industry-sponsored events.

1 Defendant further responds that it fully cooperates with all directives and
2 communications from the BATF or other law enforcement agencies, including trace requests.
3 In May, 1996, Defendant was the first firearms manufacturer to establish a direct online
4 computer modem link with the BATF. The computer system, called "Access 2000," enables
5 the BATF to obtain trace information directly from Defendant's database. The system is
6 operational 24 hours a day, 7 days a week and reduces the time it takes the BATF to trace a gun
7 to less than one minute. The BATF does not contact Defendant to conduct the trace and does
8 not advise the Defendant that the trace was conducted. Defendant is not provided with any
9 information from the BATF concerning trace requests.

10 Prior to implementation of "Access 2000," the BATF either faxed trace requests or
11 made the request over the telephone. Defendant would promptly obtain the requested
12 information from its records and respond to the trace request. When Defendant received a
13 faxed trace request, it provided the requested information on the facsimile form and transmitted
14 the information via facsimile to the BATF. If the request was made over the telephone,
15 Defendant orally provided the information to the BATF. Defendant did not maintain any
16 records pertaining to these trace requests.

17 **REQUEST FOR PRODUCTION NO. 15:**

18 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
19 ANY contracts between ANY DISTRIBUTOR, DEALER, RETAILER, OR SELLER who
20 sells ANY FIREARM manufactured by YOU.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

22 Defendant incorporates by reference all General Objections as though fully set forth
23 herein. Defendant objects to this request on the grounds that it is overly broad, unduly
24 burdensome, vague and ambiguous and seeks irrelevant information which is not reasonably
25 calculated to lead to the discovery of admissible evidence and information that may be
26 protected by the attorney-client privilege and attorney work product doctrine. Defendant also
27 objects to this request on the grounds that it is overly broad with respect to the time period from
28

1 which information is requested. Defendant further objects to the extent that this request seeks
2 privileged trade secrets and/or commercially sensitive information.

3 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

4 Without waiving and/or limiting the foregoing objections, Defendant responds that it
5 ceased manufacturing and selling handguns in November, 1999. During the time it did
6 manufacture handguns, it manufactured only revolvers. Defendant refers to the documents
7 previously produced in Defendant H&R 1871, Inc.'s Objections And Responses To Plaintiffs'
8 First Set of Requests for Production of Documents (Limited Discovery) Exhibit "B"
9 (HR00013-HR00016), which is a copy of Defendant's Distributor/Dealer Agreement.

10 Defendant further responds that the distributor agreement entered into by Defendant and
11 its wholesale distributors forbade the distributor from selling to any individual or entity which
12 is a mass merchandiser or which owns and operates a store whose principle business is not
13 sporting goods. Defendant maintained frequent contact with its wholesale distributors and
14 occasionally made personal visits to its wholesale distributors at their facilities. Additionally,
15 Defendant met with its wholesale distributors and firearms purchasing syndicates at trade
16 shows and other industry-sponsored events.

17 Defendant's requirements and procedures remained essentially the same during the
18 relevant time period it manufactured revolvers. Defendant would not sell any of its products to
19 any entity that did not follow its requirements and procedures.

20 **REQUEST FOR PRODUCTION NO. 16:**

21 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
22 ANY INVENTORY CONTROL YOU employ OR have employed regarding FIREARMS
23 manufactured by YOU.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 16:**

25 Defendant incorporates by reference all General Objections as though fully set forth
26 herein. Defendant objects to this request on the grounds that it is overly broad, unduly
27 burdensome, vague and ambiguous and seeks irrelevant information which is not reasonably
28 calculated to lead to the discovery of admissible evidence and information that may be

1 protected by the attorney-client privilege and attorney work product doctrine. Defendant also
2 objects to this request on the grounds that it is overly broad with respect to the time period from
3 which information is requested. Defendant further objects to the extent that this request seeks
4 privileged trade secrets and/or commercially sensitive information. Defendant further objects
5 to the plaintiffs' definition of "INVENTORY CONTROL" as overly broad.

6 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 16:**

7 Without waiving and/or limiting the foregoing objections, Defendant responds that it
8 ceased manufacturing handguns in November, 1999, and thus has no inventory of handguns.

9 **REQUEST FOR PRODUCTION NO. 17:**

10 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to the
11 SUPERVISION of DISTRIBUTORS, DEALERS, RETAILERS, OR SELLERS of
12 FIREARMS manufactured by YOU, including, but not limited to, the detection of
13 INAPPROPRIATE PURCHASERS, FIREARM SAFETY RISKS, FIREARM SAFETY
14 FEATURES, SAFETY DESIGNS, SAFETY DEVICES, SECURE GUN STORAGE
15 DEVICES, training purchasers of FIREARMS, investigating purchasers' level of FIREARM
16 skill OR knowledge, frequency of FIREARM purchases, STRAW PURCHASES, sales to
17 KITCHEN TABLE DEALERS, MULTIPLE SALES, OR responsible distribution.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

19 Defendant incorporates by reference all General Objections as though fully set forth
20 herein. Defendant objects to this request on the grounds that it is overly broad, unduly
21 burdensome, vague and ambiguous, assumes facts not in evidence and seeks irrelevant
22 information which is not reasonably calculated to lead to the discovery of admissible evidence
23 and information that may be protected by the attorney-client privilege and attorney work
24 product doctrine. Defendant also objects to this request on the grounds that it is overly broad
25 with respect to the time period from which information is requested. Defendant further objects
26 to the extent that this request seeks privileged trade secrets and/or commercially sensitive
27 information.
28

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

Without waiving and/or limiting the foregoing objections, Defendant refers to the following documents previously produced in Defendant H&R 1871, Inc.'s Objections And Responses To Plaintiffs' First Set of Requests for Production of Documents (Limited Discovery): (1) Exhibit "A" (HR00001-HR00012), advertisements and promotions publicizing Defendant's safety features, such as the safety transfer bar and lockable hard plastic storage box; (2) Exhibit "B" (HR00013-HR00016), a copy of Defendant's Distributor/Dealer Agreement; (3) Exhibit "C" (HR00017-HR00032), instruction manuals for Defendant's R92 & R93 Revolvers, Model 949 Western Target Revolver, Sportsman 999 Revolver, and R22, R73, R92, Standard and Ultra Revolvers, each including instructions and warnings regarding the safe and proper use, handling, cleaning and storage of the subject revolver; (4) Exhibit "D" (HR00033), Defendant's "Firearms Safety Program Responsibility Contract" which promotes understanding between parents and children regarding the safe treatment, handling and storage of firearms; (5) Exhibit "E" (HR00034-HR00191), Defendant's catalogs featuring the patented transfer safety bar and including "Safe-Tips" on each page providing prospective purchasers with further safety information; and (6) Exhibit "F" (HR00192-HR00193), correspondence regarding Defendant's contributions to various hunter education and safety courses.

Defendant further responds and refers to Exhibit "G" (HR00194-HR00205) attached hereto, which is a copy of Defendant's 2000 catalogue featuring the patented transfer safety bar and which includes no handguns for purchase.

Defendant further responds that during the time period it manufactured revolvers, it complied with all Federal, State and local laws, regulations and ordinances concerning the sale of revolvers and any other applicable conditions of sale with approved purchasers. Defendant sold its revolvers to established and reputable wholesale distributors who are well known in the firearms industry. Defendant also sold its revolvers to established and reputable firearms purchasing syndicates such as Sports, Inc., National Buying Syndicate (NBS) and World Wide Distributors. Defendant required its wholesale distributors to be federally licensed and to be members in good standing with the National Association of Sporting Goods Wholesalers

1 (NASGW). In addition, prior to a sale to a new wholesale distributor, Defendant obtained a
2 Dunn & Bradstreet report of the wholesale distributor. Defendant did not sell its products to
3 any individual Federal Firearms License holders. Defendant did not sell its products to retail
4 dealers or consumers.

5 The distributor agreement entered into by Defendant and its wholesale distributors
6 forbade the distributor from selling to any individual or entity which was a mass merchandiser
7 or which owned and operated a store whose principle business was not sporting goods.
8 Defendant maintained frequent contact with its wholesale distributors and occasionally made
9 personal visits to its wholesale distributors at their facilities. Additionally, Defendant met with
10 its wholesale distributors and firearms purchasing syndicates at trade shows and other industry-
11 sponsored events.

12 Defendant's requirements and procedures remained essentially the same during the
13 relevant time period it manufactured revolvers. Defendant would not sell any of its products to
14 any entity that did not follow its requirements and procedures.

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

16 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
17 ANY discounts, financing, or payment options, including, but not limited to bulk discounts,
18 that YOU offer to DISTRIBUTORS, DEALERS, RETAILERS, OR SELLERS who sell
19 FIREARMS manufactured by YOU.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

21 Defendant incorporates by reference all General Objections as though fully set forth
22 herein. Defendant objects to this request on the grounds that it is overly broad, vague and
23 ambiguous, assumes facts not in evidence and seeks irrelevant information which is not
24 reasonably calculated to lead to the discovery of admissible evidence and information that may
25 be protected by the attorney-client privilege and attorney work product doctrine. Defendant
26 also objects to this request on the grounds that it is overly broad with respect to the time period
27 from which information is requested. Defendant further objects to the extent that this request
28 seeks privileged trade secrets and/or commercially sensitive information.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Without waiving and/or limiting the foregoing objections, Defendant will produce responsive documents, if any, after the entry of an appropriate protective order.

REQUEST FOR PRODUCTION NO. 19:

ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to DISTRIBUTORSHIPS, DEALERSHIPS, RETAILERS, OR SELLERS.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, unduly burdensome, oppressive, harassing, vague and ambiguous and seeks irrelevant information which is not reasonably calculated to lead to the discovery of admissible evidence and information that may be protected by the attorney-client privilege and attorney work product doctrine. Defendant also objects to this request on the grounds that it is overly broad with respect to the time period from which information is requested. Defendant further objects to the extent that this request seeks privileged trade secrets and/or commercially sensitive information.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

Without waiving and/or limiting the foregoing objections, Defendant refers to the documents previously produced in Defendant H&R 1871, Inc.'s Objections and Responses To Plaintiffs' First Set of Requests for Production of Documents (Limited Discovery) Exhibit "B" (HR00013-HR00016), which is a copy of Defendant's Distributor/Dealer Agreement.

Defendant further responds that during the time period it manufactured revolvers, it complied with all Federal, State and local laws, regulations and ordinances concerning the sale of revolvers and any other applicable conditions of sale with approved purchasers. Defendant sold its revolvers to established and reputable wholesale distributors who are well known in the firearms industry. Defendant also sold its revolvers to established and reputable firearms purchasing syndicates such as Sports, Inc., National Buying Syndicate (NBS) and World Wide Distributors. Defendant required its wholesale distributors to be federally licensed and to be

1 members in good standing with the National Association of Sporting Goods Wholesalers
2 (NASGW). In addition, prior to a sale to a new wholesale distributor, Defendant obtained a
3 Dunn & Bradstreet report of the wholesale distributor. Defendant did not sell its products to
4 any individual Federal Firearms License holders. Defendant did not sell its products to retail
5 dealers or consumers.

6 The distributor agreement entered into by Defendant and its wholesale distributors
7 forbade the distributor from selling to any individual or entity which was a mass merchandiser
8 or which owned and operated a store whose principle business was not sporting goods.
9 Defendant maintained frequent contact with its wholesale distributors and occasionally made
10 personal visits to its wholesale distributors at their facilities. Additionally, Defendant met with
11 its wholesale distributors and firearms purchasing syndicates at trade shows and other industry-
12 sponsored events.

13 Defendant's requirements and procedures remained essentially the same during the
14 relevant time period it manufactured revolvers. Defendant would not sell any of its products to
15 any entity that did not follow its requirements and procedures.

16 **FURTHER SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 19**

17 :

18 Without waiving and/or limiting the foregoing objections, Defendant refers the Plaintiff
19 to the documents Bates numbered HR 20000 through 26786, which are copies of H&R 1871,
20 Inc.'s customers' FFLs.

21 **REQUEST FOR PRODUCTION NO. 20:**

22 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to the
23 termination of business dealings with DISTRIBUTOR SHIPS, DEALERSHIPS, RETAILERS,
24 AND SELLERS of FIREARMS manufactured by YOU.

25 **RESPONSE TO REQUEST FOR PRODUCTION NO. 20:**

26 Defendant incorporates by reference all General Objections as though fully set forth
27 herein. Defendant objects to this request on the grounds that it is overly broad, vague and
28 ambiguous and seeks irrelevant information which is not reasonably calculated to lead to the

1 discovery of admissible evidence and information that may be protected by the attorney-client
2 privilege and attorney work product doctrine. Defendant also objects to this request on the
3 grounds that it is overly broad with respect to the time period from which information is
4 requested. Defendant further objects to the extent that this request seeks privileged trade
5 secrets and/or commercially sensitive information.

6 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 20:**

7 Without waiving and/or limiting the foregoing objections, Defendant refers to the
8 documents previously produced in Defendant H&R 1871, Inc.'s Objections And Responses To
9 Plaintiffs' First Set of Requests for Production of Documents (Limited Discovery) Exhibit "B"
10 (HR00013-HR00016), which is a copy of Defendant's Distributor/Dealer Agreement.

11 Defendant further responds that during the time period it manufactured revolvers, it
12 complied with all Federal, State and local laws, regulations and ordinances concerning the sale
13 of revolvers and any other applicable conditions of sale with approved purchasers. Defendant
14 sold its revolvers to established and reputable wholesale distributors who are well known in the
15 firearms industry. Defendant also sold its revolvers to established and reputable firearms
16 purchasing syndicates such as Sports, Inc., National Buying Syndicate (NBS) and World Wide
17 Distributors. Defendant required its wholesale distributors to be federally licensed and to be
18 members in good standing with the National Association of Sporting Goods Wholesalers
19 (NASGW). In addition, prior to a sale to a new wholesale distributor, Defendant obtained a
20 Dunn & Bradstreet report of the wholesale distributor. Defendant did not sell its products to
21 any individual Federal Firearms License holders. Defendant did not sell its products to retail
22 dealers or consumers.

23 The distributor agreement entered into by Defendant and its wholesale distributors
24 forbade the distributor from selling to any individual or entity which was a mass merchandiser
25 or which owned and operated a store whose principle business was not sporting goods.
26 Defendant maintained frequent contact with its wholesale distributors and occasionally made
27 personal visits to its wholesale distributors at their facilities. Additionally, Defendant met with
28

1 its wholesale distributors and firearms purchasing syndicates at trade shows and other industry-
2 sponsored events.

3 Defendant's requirements and procedures remained essentially the same during the
4 relevant time period it manufactured revolvers. Defendant would not sell any of its products to
5 any entity that did not follow its requirements and procedures.

6 **REQUEST FOR PRODUCTION NO. 21:**

7 ALL DOCUMENTS that IDENTIFY ANY person employed, contracted with, OR
8 retained by YOU to sell FIREARMS from January 1, 1990, to the present.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

10 Defendant incorporates by reference all General Objections as though fully set forth
11 herein. Defendant objects to this request on the grounds that it is overly broad, vague and
12 ambiguous, and seeks irrelevant information that is not reasonably calculated to lead to
13 discovery of admissible evidence. Defendant further objects to the undefined phrases
14 "contracted with" and "retained by". Defendant objects to the time period of January 1, 1990 to
15 the present. Defendant further objects to the extent that this request seeks privileged trade
16 secrets and/or commercially sensitive information.

17 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

18 Defendant further objects to the identified time period in that H&R 1871, Inc. was not
19 incorporated until 1991.

20 Without waiving and/or limiting the foregoing objections, Defendant refers to the
21 documents previously produced in Defendant H&R 1871, Inc.'s Objections And Responses To
22 Plaintiffs' First Set of Requests for Production of Documents (Limited Discovery) Exhibit "B"
23 (HR00013-HR00016), which is a copy of Defendant's Distributor/Dealer Agreement.

24 Defendant further responds that should the plaintiffs decide to limit this request to the
25 factual, liability, and damages allegations in the consolidated complaints and after the entry of
26 an appropriate protective order, Defendant will review its objections and, if appropriate,
27 seasonably supplement its response to this request.

28

REQUEST FOR PRODUCTION NO. 22:

ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the sale, promotion, design, manufacture, or distribution of FIREARMS.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, unduly burdensome, not limited in scope or geographic region and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to the extent this request seeks privileged trade secrets and/or commercially sensitive information and/or information that may be protected by the attorney-client privilege and attorney work product doctrine.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

Without waiving and/or limiting the foregoing objections, Defendant refers to the following documents previously produced in Defendant H&R 1871, Inc.'s Objections And Responses To Plaintiffs' First Set of Requests for Production of Documents (Limited Discovery): (1) Exhibit "A" (HR00001-HR00012), advertisements and promotions publicizing Defendant's safety features, such as the safety transfer bar and lockable hard plastic storage box; (2) Exhibit "B" (HR00013-HR00016), a copy of Defendant's Distributor/Dealer Agreement; (3) Exhibit "C" (HR00017-00032), instruction manuals for Defendant's R92 & R93 Revolvers, Model 949 Western Target Revolver, Sportsman 999 Revolver, and R22, R73, R92, Standard and Ultra Revolvers, each including instructions and warnings regarding the safe and proper use, handling, cleaning and storage of the subject revolver; (4) Exhibit "D" (HR00033), Defendant's "Firearms Safety Program Responsibility Contract" which promotes understanding between parents and children regarding the safe treatment, handling and storage of firearms; (5) Exhibit "E" (HR00034-HR00191), Defendant's catalogs featuring the patented transfer safety bar and including "Safe-Tips" on each page providing prospective purchasers with further safety information; and (6) Exhibit "F" (HR00192-HR00193), correspondence regarding Defendant's contributions to various hunter education and safety courses.

Defendant further responds and refers to the exhibits attached hereto: (1) Exhibit "G" (HR00194-HR00205), which is a copy of Defendant's 2000 catalogue featuring the patented transfer safety bar and which includes no handguns for purchase; and (2) Exhibit "H" (HR00206- HR00207), Defendant's current Federal Firearms License and Massachusetts Firearms License.

Defendant further responds that should the plaintiffs decide to limit this request to the factual, liability, and damages allegations in the consolidated complaints and after the entry of an appropriate protective order, Defendant will review its objections and, if appropriate, seasonably supplement its response to this request.

FURTHER SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO.

22:

Without waiving and/or limiting the foregoing objections, Defendant refers the Plaintiff to the documents Bates numbered HR 20000 through 26786, which are copies of H&R 1871, Inc.'s customers' FFLs.

REQUEST FOR PRODUCTION NO. 23:

ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY COMMUNICATIONS between YOU and ANY COMPETITOR regarding FIREARMS.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, unduly burdensome, not limited in scope or geographic region and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to the extent this request seeks privileged trade secrets and/or commercially sensitive information and/or information that may be protected by the attorney-client, attorney work product or joint defense privileges.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

Without waiving and/or limiting the foregoing objections, Defendant responds that it has no documents responsive to the non-objectionable portions of this request.

REQUEST FOR PRODUCTION NO. 24:

ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY COMMUNICATIONS between YOU and Davis Industries, Inc. OR Sundance Industries, Inc.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, not limited in scope or geographic region and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to the extent this request seeks information that may be protected by the attorney-client, attorney work product and/or joint defense privileges.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

Without waiving and/or limiting the foregoing objections, Defendant responds that it has no documents responsive to the non-objectionable portions of this request.

REQUEST FOR PRODUCTION NO. 25:

ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY COMMUNICATIONS between YOU and ANY FIREARMS trade organization, including, but not limited to, the American Shooting Sports Council, Inc., the Hunting and Shooting Sports Heritage Fund, the National Alliance of Stocking Gun Dealers, the National Rifle Association, the National Shooting Sports Foundation, Inc., AND the Sporting Arms and Ammunition Manufacturers' Institute, Inc.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, not limited in scope or geographic region and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to the extent this request seeks information that may be protected by the attorney-client, attorney work product and/or

1 joint defense privileges and Noerr-Pennington and the First Amendment of the U.S.
2 Constitution.

3 **REQUEST FOR PRODUCTION NO. 26:**

4 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
5 ANY press releases, COMMUNICATIONS with the MEDIA, OR public statements made OR
6 issued by YOU regarding FIREARMS.

7 **RESPONSE TO REQUEST FOR PRODUCTION NO. 26:**

8 Defendant incorporates by reference all General Objections as though fully set forth
9 herein. Defendant objects to this request on the grounds that it is overly broad, not limited in
10 scope or geographic region and seeks irrelevant information which is not reasonably calculated
11 to lead to discovery of admissible evidence. Defendant further objects to this request to the
12 extent that it seeks information and documents that are publicly available or equally accessible
13 to the plaintiffs.

14 **REQUEST FOR PRODUCTION NO. 27:**

15 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to ANY
16 COMMUNICATIONS between YOU and ANY purchaser of ANY FIREARM manufactured
17 by YOU, including, but not limited to, DOCUMENTS regarding SAFETY DESIGNS,
18 SAFETY DEVICES, SECURE GUN STORAGE DEVICES, FIREARM SAFETY RISKS,
19 AND FIREARM SAFETY FEATURES.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 27:**

21 Defendant incorporates by reference all General Objections as though fully set forth
22 herein. Defendant objects to this request on the grounds that it is overly broad, not limited in
23 geographic region and seeks irrelevant information which is not reasonably calculated to lead to
24 discovery of admissible evidence. This request is vague and ambiguous in that the term
25 "purchaser" is undefined. Defendant further objects to the extent this request seeks privileged
26 trade secrets and/or commercially sensitive information and/or information that may be
27 protected by the attorney client and/or attorney work product privileges.

28

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

Without waiving and/or limiting the foregoing objections, Defendant refers to the following documents previously produced in Defendant H&R 1871, Inc.'s Objections And Responses To Plaintiffs' First Set of Requests for Production of Documents (Limited Discovery): (1) Exhibit "A" (HR00001-HR00012), advertisements and promotions, publicizing Defendant's safety features such as the safety transfer bar and lockable hard plastic storage box; (2) Exhibit "C" (HR00017-HR00032), instruction manuals for Defendant's R92 & R93 Revolvers, Model 949 Western Target Revolver, Sportsman 999 Revolver, and R22, R73, R92, Standard and Ultra Revolvers, each including instructions and warnings regarding the safe and proper use, handling, cleaning and storage of the subject revolver; (3) Exhibit "D" (HR00033), Defendant's "Firearms Safety Program Responsibility Contract" which promotes understanding between parents and children regarding the safe treatment, handling and storage of firearms; (4) Exhibit "E" (HR00034-HR00191), Defendant's catalogs featuring the patented transfer safety bar and including "Safe-Tips" on each page providing prospective purchasers with further safety information; and (5) Exhibit "F" (HR00192-HR00193), correspondence regarding Defendant's contributions to various hunter education and safety courses.

Defendant further responds and refers to Exhibit "G" (HR00194-HR00205) attached hereto, which is a copy of Defendant's 2000 catalogue featuring the patented transfer safety bar and which includes no handguns for purchase

REQUEST FOR PRODUCTION NO. 28:

ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY COMMUNICATIONS between YOU and ANY victim of a SHOOTING OR the relative of ANY victim of a SHOOTING.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, not limited in scope or geographic region and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to the extent this request

1 seeks information that may be protected by the attorney-client or attorney work product
2 privileges.

3 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 28:**

4 Without waiving and/or limiting the foregoing objections, Defendant responds that it
5 has no documents responsive to the non-objectionable portions of this request.

6 **REQUEST FOR PRODUCTION NO. 29:**

7 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to the
8 sale of FIREARMS at GUN SHOWS, including, but not limited to, COMMUNICATIONS
9 between YOU and ANY PERSON who sells FIREARMS manufactured by YOU at GUN
10 SHOWS AND ALL DOCUMENTS regarding the sale of FIREARMS manufactured by YOU
11 at GUN SHOWS.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 29:**

13 Defendant incorporates by reference all General Objections as though fully set forth
14 herein. Defendant objects to this request on the grounds that it is overly broad, not limited in
15 scope or geographic region, assumes facts not in evidence and seeks irrelevant information
16 which is not reasonably calculated to lead to discovery of admissible evidence. Defendant
17 further objects to plaintiffs' definition of the phrase "GUN SHOWS" in that it is overly broad
18 and subject to numerous interpretations.

19 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 29:**

20 Without waiving and/or limiting the foregoing objections, Defendant responds that it
21 has no documents responsive to the non-objectionable portions of this request. Defendant
22 further responds that it ceased selling handguns in November, 1999, and never sold handguns at
23 gun shows.

24 **REQUEST FOR PRODUCTION NO. 30:**

25 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to the
26 sale of FIREARMS manufactured by YOU.

27
28

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, unduly burdensome, not limited in scope or geographic region and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to the extent this request seeks privileged trade secrets and/or commercially sensitive information. Defendant further objects to the extent this request seeks privileged trade secrets and/or commercially sensitive information and/or information that may be protected by the attorney-client, attorney work product or joint defense privileges.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

Without waiving and/or limiting the foregoing objections, Defendant responds that it ceased manufacturing and selling handguns in November, 1999. During the time it did manufacture handguns, it manufactured only revolvers. Defendant refers to the documents previously produced in Defendant H&R 1871, Inc.'s Objections And Responses To Plaintiffs' First Set of Requests for Production of Documents (Limited Discovery): (1) Exhibit "A" (HR00001-HR00012), advertisements and promotions publicizing Defendant's safety features, such as the safety transfer bar and lockable hard plastic storage box; (2) Exhibit "B" (HR00013-HR00016), a copy of Defendant's Distributor/Dealer Agreement; (3) Exhibit "C" (HR00017-HR00032), instruction manuals for Defendant's R92 & R93 Revolvers, Model 949 Western Target Revolver, Sportsman 999 Revolver, and R22, R73, R92, Standard and Ultra Revolvers, each including instructions and warnings regarding the safe and proper use, handling, cleaning and storage of the subject revolver; (4) Exhibit "D" (HR00033), Defendant's "Firearms Safety Program Responsibility Contract" which promotes understanding between parents and children regarding the safe treatment, handling and storage of firearms; (5) Exhibit "E" (HR00034-HR00191), Defendant's catalogs featuring the patented transfer safety bar and including "Safe-Tips" on each page providing prospective purchasers with further safety information; and (6) Exhibit "F" (HR00192-HR00193), correspondence regarding Defendant's contributions to various hunter education and safety courses.

1 Defendant further responds and refers to the exhibits attached hereto: (1) Exhibit "G"
2 (HR00194-HR00205), a copy of Defendant's 2000 catalogue featuring the patented transfer
3 safety bar and which includes no handguns for purchase; and (2) Exhibit "H" (HR000207),
4 Defendant's current Federal Firearms License and Massachusetts Firearms License.

5 Defendant further responds that should the plaintiffs decide to limit this request to the
6 factual, liability, and damages allegations in the consolidated complaints and after the entry of
7 an appropriate protective order, Defendant will review its objections and, if appropriate,
8 seasonably supplement its response to this request.

9 **FURTHER SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO.**

10 **30:**

11 Without waiving and/or limiting the foregoing objections, Defendant refers the Plaintiff
12 to the documents Bates numbered HR 20000 through HR 26786 and HR00750 through
13 HR01365, which are copies of H&R 1871, Inc.'s customers' FFLs and comprehensive lists of
14 firearms sold and distributed by H&R 1871, Inc. for the years 1995 through 1999.

15 **REQUEST FOR PRODUCTION NO. 31:**

16 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
17 ANY MARKET RESEARCH regarding FIREARMS.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 31:**

19 Defendant incorporates by reference all General Objections as though fully set forth
20 herein. Defendant objects to this request on the grounds that it is overly broad, not limited in
21 scope or geographic region and seeks irrelevant information which is not reasonably calculated
22 to lead to discovery of admissible evidence. Defendant further objects to the extent this request
23 seeks privileged trade secrets and/or commercially sensitive information and/or information
24 that may be protected by the attorney-client, attorney work product or joint defense privileges.

25 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 31:**

26 Without waiving and/or limiting the foregoing objections, Defendant responds that it
27 has no responsive documents since it does not conduct any formal market research.

28

REQUEST FOR PRODUCTION NO. 32:

ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to NEW PRODUCT DEVELOPMENT, including, but not limited to, ANY new product design OR feature.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, vague and ambiguous, not limited in scope or geographic region and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to the extent this request seeks privileged trade secrets and/or commercially sensitive information and/or information that may be protected by the attorney-client, attorney work product or joint defense privileges.

REQUEST FOR PRODUCTION NO. 33:

ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to YOUR DOCUMENT CONTROL.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, vague, and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to the extent that this request seeks privileged trade secrets and/or commercially sensitive information.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

Without waiving and/or limiting the foregoing objections, Defendant responds that it fully complies with regulations of the BATF, IRS and other agencies regarding document retention.

REQUEST FOR PRODUCTION NO. 34:

ALL organizational charts AND other DOCUMENTS IDENTIFYING YOUR owners, officers, OR directors.

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 34:**

2 Defendant incorporates by reference all General Objections as though fully set forth
3 herein. Defendant objects to this request on the grounds that it is overly broad, unduly
4 burdensome and seeks irrelevant information that is not reasonably calculated to lead to
5 discovery of admissible evidence.

6 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 34:**

7 Without waiving and/or limiting the foregoing objections, Defendant refers to the
8 document attached hereto at Exhibit "I" (HR00208), which is a listing of Defendant's directors
9 and officers.

10 **REQUEST FOR PRODUCTION NO. 35:**

11 ALL BROCHURES for ANY FIREARM manufactured by YOU.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 35:**

13 Defendant incorporates by reference all General Objections as though fully set forth
14 herein. Defendant objects to this request on the grounds that it is overly broad and is not
15 limited to a reasonable and relevant time period.

16 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 35:**

17 Without waiving and/or limiting the foregoing objections, Defendant responds that it
18 ceased manufacturing handguns in November, 1999. During the time it did manufacture
19 handguns, it manufactured only revolvers. Defendant refers to the documents previously
20 produced in Defendant H&R 1871, Inc.'s Objections And Responses To Plaintiffs' First Set of
21 Requests for Production of Documents (Limited Discovery): (1) Exhibit "C" (HR00017-
22 00032), instruction manuals for Defendant's R92 & R93 Revolvers, Model 949 Western Target
23 Revolver, Sportsman 999 Revolver, and R22, R73, R92, Standard and Ultra Revolvers, each
24 including instructions and warnings regarding the safe and proper use, handling, cleaning and
25 storage of the subject revolver; and (2) Exhibit "E" (HR00034-HR00191), Defendant's catalogs
26 featuring the patented transfer safety bar and including "Safe-Tips" on each page providing
27 prospective purchasers with further safety information.

28

1 Defendant further responds and refers to Exhibit "G" (HR00194-HR00205) attached
2 hereto, which is a copy of Defendant's 2000 catalogue featuring the patented transfer safety bar
3 and which includes no handguns for purchase.

4 **REQUEST FOR PRODUCTION NO. 36:**

5 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the safe use AND
6 storage of FIREARMS, including, but not limited to, DOCUMENTS regarding CHAMBER
7 LOADED INDICATORS, MAGAZINE DISCONNECT SAFETIES, PERSONALIZED GUN
8 SYSTEMS, SAFETY DESIGNS, SAFETY DEVICES, AND SECURE GUN STORAGE
9 DEVICES.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 36:**

11 Defendant incorporates by reference all General Objections as though fully set forth
12 herein. Defendant objects to this request on the grounds that it is overly broad and unduly
13 burdensome. Defendant further objects to the extent this request seeks information that may be
14 protected by the attorney-client and/or attorney work product privileges.

15 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 36:**

16 Defendant further objects to this request on the grounds that the plaintiffs have not
17 produced any evidence that the presence or absence of these features caused or contributed to
18 the purported damages alleged in the plaintiffs' complaints.

19 Without waiving and/or limiting the foregoing objections, Defendant refers to the
20 documents previously produced in Defendant H&R 1871, Inc.'s Objections And Responses To
21 Plaintiffs' First Set of Requests for Production of Documents (Limited Discovery): (1) Exhibit
22 "A" (HR00001-HR00012), advertisements and promotions publicizing Defendant's safety
23 features, such as the safety transfer bar and lockable hard plastic storage box; (2) Exhibit "C"
24 (HR00017-HR00032), instruction manuals for Defendant's R92 & R93 Revolvers, Model 949
25 Western Target Revolver, Sportsman 999 Revolver, and R22, R73, R92, Standard and Ultra
26 Revolvers, each including instructions and warnings regarding the safe and proper use,
27 handling, cleaning and storage of the subject revolver; (3) Exhibit "D" (HR00033), Defendant's
28 "Firearms Safety Program Responsibility Contract" which promotes understanding between

1 parents and children regarding the safe treatment, handling and storage of firearms; (4) Exhibit
2 "E" (HR00034-HR00191), Defendant's catalogs featuring the patented transfer safety bar and
3 including "Safe-Tips" on each page providing prospective purchasers with further safety
4 information; and (5) Exhibit "F" (HR00192-HR00193), correspondence regarding Defendant's
5 contributions to various hunter education and safety courses.

6 Defendant further responds and refers to Exhibit "G" (HR00194-HR00205) attached
7 hereto, which is a copy of Defendant's 2000 catalogue featuring the patented transfer safety bar
8 and which includes no handguns for purchase.

9 **REQUEST FOR PRODUCTION NO. 37:**

10 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the estimated OR
11 actual production cost in total AND per FIREARM for CHAMBER LOADED INDICATORS,
12 MAGAZINE DISCONNECT SAFETIES, PERSONALIZED GUN SYSTEMS, SAFETY
13 DESIGNS, AND SAFETY DEVICES.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 37:**

15 Defendant incorporates by reference all General Objections as though fully set forth
16 herein. Defendant objects to this request on the grounds that it is overly broad and seeks
17 irrelevant information that is not reasonably calculated to lead to discovery of admissible
18 evidence. Defendant further objects to the extent this request seeks privileged trade secrets
19 and/or commercially sensitive information.

20 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 37:**

21 Without waiving and/or limiting the foregoing objections, Defendant responds that it
22 ceased manufacturing handguns in November, 1999. During the time it did manufacture
23 handguns, it manufactured only revolvers which were not able to utilize a loaded chamber
24 indicator or magazine disconnect safeties. Ultimately, the only effective manner in which to
25 determine if a revolver is loaded is to visually examine the cylinder. In any event, it would be
26 impossible to calculate the estimated or actual costs of Defendant's firearms safety features
27 because activities related to firearms safety features are integral to the entire design of
28

1 Defendant's firearms, which were evaluated on an ongoing basis upon, among other things,
2 industry standards.

3 Furthermore, Defendant refers to the documents previously produced in Defendant
4 H&R 1871, Inc.'s Objections And Responses To Plaintiffs' First Set of Requests for Production
5 of Documents (Limited Discovery) as evidence of its firm commitment to safety: (1) Exhibit
6 "A" (HR00001-HR00012), advertisements and promotions publicizing Defendant's safety
7 features, such as the safety transfer bar and lockable hard plastic storage box; (2) Exhibit "C"
8 (HR00017-HR00032), instruction manuals for Defendant's R92 & R93 Revolvers, Model 949
9 Western Target Revolver, Sportsman 999 Revolver, and R22, R73, R92, Standard and Ultra
10 Revolvers, each including instructions and warnings regarding the safe and proper use,
11 handling, cleaning and storage of the subject revolver; (3) Exhibit "D" (HR00033), Defendant's
12 "Firearms Safety Program Responsibility Contract" which promotes understanding between
13 parents and children regarding the safe treatment, handling and storage of firearms; (4) Exhibit
14 "E" (HR00034-HR00191), Defendant's catalogs featuring the patented transfer safety bar and
15 including "Safe-Tips" on each page providing prospective purchasers with further safety
16 information; and (5) Exhibit "F" (HR00192-HR00193), correspondence regarding Defendant's
17 contributions to various hunter education and safety courses.

18 Defendant further responds and refers to Exhibit "G" (HR00194-HR00205) attached
19 hereto, which is a copy of Defendant's 2000 catalogue featuring the patented transfer safety bar
20 and which includes no handguns for purchase.

21 **REQUEST FOR PRODUCTION NO. 38:**

22 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
23 ANY injuries or deaths caused by the use of ANY FIREARM manufactured by YOU.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 38:**

25 Defendant incorporates by reference all General Objections as though fully set forth
26 herein. Defendant objects to this request on the grounds that it is overly broad, assumes facts
27 not in evidence, harassing and vexatious and seeks irrelevant information which is not
28 reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to

1 the extent this request seeks information that may be protected by the attorney-client or attorney
2 work product privileges.

3 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 38:**

4 Without waiving and/or limiting the foregoing objections, Defendant refers to its prior
5 response in Defendant H&R 1871, Inc.'s Objections And Responses To Plaintiffs' First Set of
6 Requests for Production of Documents (Limited Discovery), wherein it responded that it has no
7 documents related to deaths or injuries in the State of California caused by H&R 1871, Inc.'s
8 revolvers.

9 **REQUEST FOR PRODUCTION NO. 39:**

10 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the
11 UNINTENTIONAL FIRING of ANY FIREARM manufactured by YOU, including, but not
12 limited to, complaints regarding malfunctions OR accidental DISCHARGES.

13 **RESPONSE TO REQUEST FOR PRODUCTION NO. 39:**

14 Defendant incorporates by reference all General Objections as though fully set forth
15 herein. Defendant objects to this request on the grounds that it is overly broad, assumes facts
16 not in evidence, harassing and vexatious, assumes facts not in evidence and is not limited to a
17 reasonable and relevant time period. Defendant further objects to the extent this request seeks
18 information that may be protected by the attorney-client and/or attorney work product
19 privileges.

20 **REQUEST FOR PRODUCTION NO. 40:**

21 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the illegal sale OR
22 use of ANY FIREARM manufactured by YOU OR ANY COMPETITOR, including, but not
23 limited to, ANY CRIMINAL USE of a FIREARM.

24 **RESPONSE TO REQUEST FOR PRODUCTION NO. 40:**

25 Defendant incorporates by reference all General Objections as though fully set forth
26 herein. Defendant objects to this request on the grounds that it is overly broad, harassing and
27 vexatious, assumes facts not in evidence and seeks irrelevant information which is not
28 reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to

1 the extent this request seeks information that may be protected by the attorney-client or attorney
2 work product privileges.

3 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 40:**

4 Without waiving and/or limiting the foregoing objections, Defendant responds that it
5 ceased manufacturing and selling handguns in November, 1999. During the time period it
6 manufactured revolvers, it complied with all Federal, State and local laws, regulations and
7 ordinances concerning the sale of revolvers and any other applicable conditions of sale with
8 approved purchasers. Defendant sold its revolvers to established and reputable wholesale
9 distributors who are well known in the firearms industry. Defendant also sold its revolvers to
10 established and reputable firearms purchasing syndicates such as Sports, Inc., National Buying
11 Syndicate (NBS) and World Wide Distributors. Defendant required its wholesale distributors
12 to be federally licensed and to be members in good standing with the National Association of
13 Sporting Goods Wholesalers (NASGW). In addition, prior to a sale to a new wholesale
14 distributor, Defendant obtained a Dunn & Bradstreet report of the wholesale distributor.
15 Defendant did not sell its products to any individual Federal Firearms License holders.
16 Defendant did not sell its products to retail dealers or consumers.

17 The distributor agreement entered into by Defendant and its wholesale distributors
18 forbade the distributor from selling to any individual or entity which was a mass merchandiser
19 or which owned and operated a store whose principle business was not sporting goods.
20 Defendant maintained frequent contact with its wholesale distributors and occasionally made
21 personal visits to its wholesale distributors at their facilities. Additionally, Defendant met with
22 its wholesale distributors and firearms purchasing syndicates at trade shows and other industry-
23 sponsored events.

24 Defendant's requirements and procedures remained essentially the same during the
25 relevant time period it manufactured revolvers. Defendant would not sell any of its products to
26 any entity that did not follow its requirements and procedures.

27 Additionally, during the time it did manufacture revolvers, Defendant responds that it
28 fully cooperates with all directives and communications from the BATF or other law

1 enforcement agencies, including trace requests. In May, 1996, Defendant was the first firearms
2 manufacturer to establish a direct online computer modem link with the BATF. The computer
3 system, called "Access 2000," enables the BATF to obtain trace information directly from
4 Defendant's database. The system is operational 24 hours a day, 7 days a week and reduces the
5 time it takes the BATF to trace a gun to less than one minute. The BATF does not contact
6 Defendant to conduct the trace and does not advise the Defendant that the trace was conducted.
7 Defendant is not provided with any information from the BATF concerning trace requests.

8 Prior to implementation of "Access 2000," the BATF either faxed trace requests or
9 made the request over the telephone. Defendant would promptly obtain the requested
10 information from its records and respond to the trace request. When Defendant received a
11 faxed trace request, it provided the requested information on the facsimile form and transmitted
12 the information via facsimile to the BATF. If the request was made over the telephone,
13 Defendant orally provided the information to the BATF. Defendant did not maintain any
14 records pertaining to these trace requests.

15 Defendant further responds that should the plaintiffs decide to limit this request to the
16 factual, liability and damages allegations in the consolidated complaints, and upon permission
17 of the BATF, and after the entry of an appropriate protective order, Defendant will review its
18 objections and, if appropriate, provide a supplemental response to the non-objectionable
19 portions of this request.

20 **REQUEST FOR PRODUCTION NO. 41:**

21 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the SECONDARY
22 MARKET for FIREARMS.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 41:**

24 Defendant incorporates by reference all General Objections as though fully set forth
25 herein. Defendant objects to this request on the grounds that it is overly broad, vague, and
26 seeks irrelevant information which is not reasonably calculated to lead to discovery of
27 admissible evidence. Defendant further objects to plaintiffs' definition of the terms
28 "DOCUMENT", "SECONDARY MARKET" and "FIREARM" in that they are overly broad

1 and subject to numerous interpretations. Defendant further objects to the extent this request
2 seeks information that may be protected by the attorney-client or attorney work product
3 privileges.

4 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 41:**

5 Without waiving and/or limiting the foregoing objections, Defendant refers to its prior
6 response in Defendant H&R 1871, Inc.'s Objections And Responses To Plaintiffs' First Set of
7 Requests for Production of Documents (Limited Discovery), wherein it responded that it has no
8 documents responsive to the non-objectionable portions of this request.

9 Defendant further responds that it ceased manufacturing and selling handguns in
10 November, 1999. During the time it did manufacture handguns, it manufactured only
11 revolvers. Defendant reiterates that it fully cooperated with all directives and communications
12 from the BATF or other law enforcement agencies, including trace requests. In May, 1996,
13 Defendant was the first firearms manufacturer to establish a direct online computer modem link
14 with the BATF. The computer system, called "Access 2000," enables the BATF to obtain trace
15 information directly from Defendant's database. The system is operational 24 hours a day, 7
16 days a week and reduces the time it takes the BATF to trace a gun to less than one minute. The
17 BATF does not contact Defendant to conduct the trace and does not advise the Defendant that
18 the trace was conducted. Defendant is not provided with any information from the BATF
19 concerning trace requests.

20 Prior to implementation of "Access 2000," the BATF either faxed trace requests or
21 made the request over the telephone. Defendant would promptly obtain the requested
22 information from its records and respond to the trace request. When Defendant received a
23 faxed trace request, it provided the requested information on the facsimile form and transmitted
24 the information via facsimile to the BATF. If the request was made over the telephone,
25 Defendant orally provided the information to the BATF. Defendant did not maintain any
26 records pertaining to these trace requests.

1 **REQUEST FOR PRODUCTION NO. 42:**

2 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the SCREENING of
3 potential purchasers of FIREARMS, including, but not limited to, POLICIES regarding the
4 training of purchasers, DISTRIBUTORS, DEALERS, RETAILERS, AND SELLERS of
5 FIREARMS.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 42:**

7 Defendant incorporates by reference all General Objections as though fully set forth
8 herein. Defendant objects to this request on the grounds that it is overly broad. Defendant
9 further objects to the extent that this request seeks privileged trade secrets and/or commercially
10 sensitive information. Defendant further objects to the extent this request seeks information
11 that may be protected by the attorney-client or attorney work product privileges.

12 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 42:**

13 Without waiving and/or limiting the foregoing objections, Defendant refers to the
14 documents previously produced in Defendant H&R 1871, Inc.'s Objections And Responses To
15 Plaintiffs' First Set of Requests for Production of Documents (Limited Discovery) Exhibit "B"
16 (HR00013-HR00016), which is a copy of Defendant's Distributor/Dealer Agreement.

17 Defendant further responds that during the time period it manufactured revolvers, it
18 complied with all Federal, State and local laws, regulations and ordinances concerning the sale
19 of revolvers and any other applicable conditions of sale with approved purchasers. Defendant
20 sold its revolvers to established and reputable wholesale distributors who are well known in the
21 firearms industry. Defendant also sold its revolvers to established and reputable firearms
22 purchasing syndicates such as Sports, Inc., National Buying Syndicate (NBS) and World Wide
23 Distributors. Defendant required its wholesale distributors to be federally licensed and to be
24 members in good standing with the National Association of Sporting Goods Wholesalers
25 (NASGW). In addition, prior to a sale to a new wholesale distributor, Defendant obtained a
26 Dunn & Bradstreet report of the wholesale distributor. Defendant did not sell its products to
27 any individual Federal Firearms License holders. Defendant did not sell its products to retail
28 dealers or consumers.

1 The distributor agreement entered into by Defendant and its wholesale distributors
2 forbade the distributor from selling to any individual or entity which was a mass merchandiser
3 or which owned and operated a store whose principle business was not sporting goods.
4 Defendant maintained frequent contact with its wholesale distributors and occasionally made
5 personal visits to its wholesale distributors at their facilities. Additionally, Defendant met with
6 its wholesale distributors and firearms purchasing syndicates at trade shows and other industry-
7 sponsored events.

8 Defendant's requirements and procedures remained essentially the same during the
9 relevant time period it manufactured revolvers. Defendant would not sell any of its products to
10 any entity that did not follow its requirements and procedures.

11 **REQUEST FOR PRODUCTION NO. 43:**

12 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the use of
13 FIREARMS by INAPPROPRIATE PURCHASERS, including, but not limited to,
14 UNDERAGE PERSONS.

15 **RESPONSE TO REQUEST FOR PRODUCTION NO. 43:**

16 Defendant incorporates by reference all General Objections as though fully set forth
17 herein. Defendant objects to this request on the grounds that it is overly broad and assumes
18 facts not in evidence. Defendant further objects to the extent that this request is oppressive,
19 harassing and vexatious. Defendant further objects to the extent this request seeks information
20 that may be protected by the attorney-client or attorney work product privileges.

21 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 43:**

22 Without waiving and/or limiting the foregoing objections, Defendant refers to the
23 documents previously produced in Defendant H&R 1871, Inc.'s Objections And Responses To
24 Plaintiffs' First Set of Requests for Documents (Limited Discovery) Exhibit "B" (HR00013-
25 HR00016), which is a copy of Defendant's Distributor/Dealer Agreement. Defendant further
26 responds and refers to Exhibit "H" (HR00206 - HR00207) attached hereto, which are
27 Defendant's current Federal Firearms License and Massachusetts Firearms License.
28

1 Defendant further responds that during the time period it manufactured revolvers, it
2 complied with all Federal, State and local laws, regulations and ordinances concerning the sale
3 of revolvers and any other applicable conditions of sale with approved purchasers. Defendant
4 sold its revolvers to established and reputable wholesale distributors who are well known in the
5 firearms industry. Defendant also sold its revolvers to established and reputable firearms
6 purchasing syndicates such as Sports, Inc., National Buying Syndicate (NBS) and World Wide
7 Distributors. Defendant required its wholesale distributors to be federally licensed and to be
8 members in good standing with the National Association of Sporting Goods Wholesalers
9 (NASGW). In addition, prior to a sale to a new wholesale distributor, Defendant obtained a
10 Dunn & Bradstreet report of the wholesale distributor. Defendant did not sell its products to
11 any individual Federal Firearms License holders. Defendant did not sell its products to retail
12 dealers or consumers.

13 The distributor agreement entered into by Defendant and its wholesale distributors
14 forbade the distributor from selling to any individual or entity which was a mass merchandiser
15 or which owned and operated a store whose principle business was not sporting goods.
16 Defendant maintained frequent contact with its wholesale distributors and occasionally made
17 personal visits to its wholesale distributors at their facilities. Additionally, Defendant met with
18 its wholesale distributors and firearms purchasing syndicates at trade shows and other industry-
19 sponsored events.

20 Defendant's requirements and procedures remained essentially the same during the
21 relevant time period it manufactured revolvers. Defendant would not sell any of its products to
22 any entity that did not follow its requirements and procedures.

23 **REQUEST FOR PRODUCTION NO. 44:**

24 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to SHOOTING
25 GAMES.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 44:**

27 Defendant incorporates by reference all General Objections as though fully set forth
28 herein. Defendant objects to this request on the grounds that it is overly broad, unduly

1 burdensome, seeks irrelevant information which is not reasonably calculated to lead to
2 discovery of admissible evidence and beyond the scope of the allegations in the complaint.
3 Defendant further objects to plaintiffs' definition of the term "SHOOTING GAMES" in that it
4 is overly broad and subject to numerous interpretations. Defendant further objects to the extent
5 that this request is oppressive, harassing and vexatious.

6 **REQUEST FOR PRODUCTION NO. 45:**

7 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to YOUR marketing of
8 FIREARMS.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 45:**

10 Defendant incorporates by reference all General Objections as though fully set forth
11 herein. Defendant objects to this request on the grounds that it is overly broad, vague,
12 ambiguous, and seeks irrelevant information which is not reasonably calculated to lead to
13 discovery of admissible evidence. Defendant further objects to the extent that this request seeks
14 privileged trade secrets and/or commercially sensitive information. Defendant further objects
15 to the extent this request seeks information that may be protected by the attorney-client or
16 attorney work product privileges.

17 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 45:**

18 Without waiving and/or limiting the foregoing objections, Defendant refers to its prior
19 response in Defendant H&R 1871, Inc.'s Objections And Responses To Plaintiffs' First Set of
20 Requests for Production of Documents (Limited Discovery), wherein it responded that it
21 conducts no formal marketing surveys or studies.

22 **REQUEST FOR PRODUCTION NO. 46:**

23 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
24 ANY distribution agreement for the sale of FIREARMS, including, but not limited to, ANY
25 agreement to sell transfer, trade, OR supply ANY FIREARM manufactured by YOU.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 46:**

27 Defendant incorporates by reference all General Objections as though fully set forth
28 herein. Defendant objects to this request on the grounds that it is overly broad, unduly

1 burdensome and seeks irrelevant information which is not reasonably calculated to lead to
2 discovery of admissible evidence. Defendant further objects to the extent that this request seeks
3 privileged trade secrets and/or commercially sensitive information. Defendant objects to the
4 extent that this request seeks information protected by the attorney-client privilege and/or
5 attorney work product doctrine.

6 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 46:**

7 Without waiving and/or limiting the foregoing objections, Defendant refers to the
8 documents previously produced in Defendant H&R 1871, Inc.'s Objections And Responses To
9 Plaintiffs' First Set of Requests for Production of Documents (Limited Discovery) Exhibit "B"
10 (HR00013-HR00016), which is a copy of Defendant's Distributor/Dealer Agreement.

11 Defendant further responds that during the time period it manufactured revolvers, it
12 complied with all Federal, State and local laws, regulations and ordinances concerning the sale
13 of revolvers and any other applicable conditions of sale with approved purchasers. Defendant
14 sold its revolvers to established and reputable wholesale distributors who are well known in the
15 firearms industry. Defendant also sold its revolvers to established and reputable firearms
16 purchasing syndicates such as Sports, Inc., National Buying Syndicate (NBS) and World Wide
17 Distributors. Defendant required its wholesale distributors to be federally licensed and to be
18 members in good standing with the National Association of Sporting Goods Wholesalers
19 (NASGW). In addition, prior to a sale to a new wholesale distributor, Defendant obtained a
20 Dunn & Bradstreet report of the wholesale distributor. Defendant did not sell its products to
21 any individual Federal Firearms License holders. Defendant did not sell its products to retail
22 dealers or consumers.

23 The distributor agreement entered into by Defendant and its wholesale distributors
24 forbade the distributor from selling to any individual or entity which was a mass merchandiser
25 or which owned and operated a store whose principle business was not sporting goods.
26 Defendant maintained frequent contact with its wholesale distributors and occasionally made
27 personal visits to its wholesale distributors at their facilities. Additionally, Defendant met with
28

1 its wholesale distributors and firearms purchasing syndicates at trade shows and other industry-
2 sponsored events.

3 Defendant's requirements and procedures remained essentially the same during the
4 relevant time period it manufactured revolvers. Defendant would not sell any of its products to
5 any entity that did not follow its requirements and procedures.

6 Defendant further responds that should the plaintiffs decide to limit this request to the
7 factual, liability, and damages allegations in the consolidated complaints and after the entry of
8 an appropriate protective order, Defendant will review its objections and, if appropriate,
9 seasonably supplement its response to this request.

10 **REQUEST FOR PRODUCTION NO. 47:**

11 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
12 ANY design OR production method that would reduce tampering with serial numbers on a
13 FIREARM.

14 **RESPONSE TO REQUEST FOR PRODUCTION NO. 47:**

15 Defendant incorporates by reference all General Objections as though fully set forth
16 herein. Defendant objects to this request on the grounds that it is overly broad, vague,
17 ambiguous, and seeks irrelevant information which is not reasonably calculated to lead to
18 discovery of admissible evidence. Defendant further objects to the extent that this request seeks
19 privileged trade secrets and/or commercially sensitive information. Defendant objects to this
20 request in that it assumes facts not in evidence and is oppressive, harassing and vexatious.
21 Defendant further objects to the extent this request seeks information that may be protected by
22 the attorney-client or attorney work product privileges.

23 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 47:**

24 Without waiving and/or limiting the foregoing objections, Defendant responds that it
25 ceased manufacturing handguns in November, 1999. Defendant further responds that during
26 the time it did manufacture handguns, it manufactured only revolvers. Defendant responds that
27 it complied with all Federal, State and local laws, rules, regulations and ordinances, to which
28 Plaintiffs have equal access, concerning the serialization of its products.

FURTHER SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO.

47:

Without waiving and/or limiting the foregoing objections, Defendant responds that it complied with all Federal, State and local laws, rules, regulations and ordinances, to which Plaintiffs have equal access, concerning the serialization of all its firearms.

REQUEST FOR PRODUCTION NO. 48:

ALL price lists or other DOCUMENTS which REFLECT the wholesale OR suggested retail price for ANY FIREARM manufactured by YOU.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to the extent that this request seeks privileged trade secrets and/or commercially sensitive information. Defendant further objects to the extent this request seeks information that may be protected by the attorney-client or attorney work product privileges.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

Without waiving and/or limiting the foregoing objections, Defendant responds that should it possess any documentation responsive to the non-objectionable portions of this request, it will be provided upon the entry of an appropriate protective order.

REQUEST FOR PRODUCTION NO. 49:

ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the naming OR the renaming of ANY FIREARM manufactured by YOU OR RELATE to the design OR features of ANY FIREARM manufactured by YOU.

RESPONSE TO REQUEST FOR PRODUCTION NO. 49:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, unduly burdensome and seeks irrelevant information which is not reasonably calculated to lead to

1 discovery of admissible evidence. Defendant further objects to the extent that this request seeks
2 privileged trade secrets and/or commercially sensitive information. Defendant objects to this
3 request in that it assumes facts not in evidence and is oppressive, harassing and vexatious.
4 Defendant further objects to the extent this request seeks information that may be protected by
5 the attorney-client or attorney work product privileges.

6 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 49:**

7 Without waiving and/or limiting the foregoing objections, Defendant responds that it
8 ceased designing and manufacturing handguns in November, 1999. Defendant further responds
9 that during the time it manufactured handguns, it manufactured only revolvers.

10 Defendant further responds and refers to the documents previously produced in
11 Defendant H&R 1871, Inc.'s Objections and Responses To Plaintiffs' First Set of Requests for
12 Production of Documents (Limited Discovery): (1) Exhibit "A" (HR00001-HR00012),
13 advertisements and promotions; (2) Exhibit "C" (HR00017-HR00032), instruction manuals for
14 Defendant's R92 & R93 Revolvers, Model 949 Western Target Revolver, Sportsman 999
15 Revolver, and R22, R73, R92, Standard and Ultra Revolvers; (3) Exhibit "E" (HR00034-
16 HR00191), Defendant's catalogs.

17 Defendant further responds and refers to Exhibit "G" (HR00194-HR00205) attached
18 hereto, which is a copy of Defendant's 2000 catalogue.

19 **REQUEST FOR PRODUCTION NO. 50:**

20 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to YOUR ability OR
21 YOUR COMPETITORS' ability to manufacture fingerprint resistant FIREARMS OR
22 UNDETECTABLE FIREARMS.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 50:**

24 Defendant incorporates by reference all General Objections as though fully set forth
25 herein. Defendant objects to this request on the grounds that it is overly broad, vague,
26 ambiguous, and seeks irrelevant information which is not reasonably calculated to lead to
27 discovery of admissible evidence. Defendant further objects in that this request is improperly
28

1 addressed to the answering Defendant. Defendant objects to this request in that it assumes facts
2 not in evidence and is oppressive, harassing and vexatious.

3 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 50:**

4 Without waiving and/or limiting the foregoing objections, Defendant responds that it
5 has no documents responsive to this request.

6 **REQUEST FOR PRODUCTION NO. 51:**

7 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to ANY FIREARM
8 with a THREADED BARREL.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 51:**

10 Defendant incorporates by reference all General Objections as though fully set forth
11 herein. Defendant objects to this request on the grounds that it is overly broad and seeks
12 irrelevant information which is not reasonably calculated to lead to discovery of admissible
13 evidence. Defendant further objects to the extent that this request seeks privileged trade secrets
14 and/or commercially sensitive information.

15 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 51:**

16 Without waiving and/or limiting the foregoing objections, Defendant responds that it
17 has no documents responsive to this request.

18 **REQUEST FOR PRODUCTION NO. 52:**

19 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the use of ANY
20 ARMOR PIERCING AMMUNITION with ANY FIREARM manufactured by YOU OR ANY
21 COMPETITOR.

22 **RESPONSE TO REQUEST FOR PRODUCTION NO. 52:**

23 Defendant incorporates by reference all General Objections as though fully set forth
24 herein. Defendant objects to this request on the grounds that it is overly broad and seeks
25 irrelevant information which is not reasonably calculated to lead to discovery of admissible
26 evidence. Defendant further objects in that this request is improperly addressed to the
27 answering Defendant. Defendant objects to this request in that it assumes facts not in evidence
28 and is oppressive, harassing and vexatious.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 52:

Without waiving and/or limiting the foregoing objections, Defendant responds that it has no documents responsive to this request.

REQUEST FOR PRODUCTION NO. 53:

ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the CONCEALABILITY OR the barrel length of ANY FIREARM.

RESPONSE TO REQUEST FOR PRODUCTION NO. 53:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to the extent that this request seeks privileged trade secrets and/or commercially sensitive information. Defendant further objects to the extent this request seeks information that may be protected by the attorney-client or attorney work product privileges.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 53:

Without waiving and/or limiting the foregoing objections, Defendant refers to the documents previously produced in Defendant H&R 1871, Inc.'s Objections And Responses To Plaintiffs' First Set of Requests for Production of Documents (Limited Discovery), which refer to the barrel length of its products: (1) Exhibit "A" (HR00001-HR00012), advertisements; (2) Exhibit "C" (HR00017-HR00032), instruction manuals for Defendant's R92 & R93 Revolvers, Model 949 Western Target Revolver, Sportsman 999 Revolver, and R22, R73, R92, Standard and Ultra Revolvers; and (3) Exhibit "E" (HR00034-HR00191), Defendant's catalogs.

REQUEST FOR PRODUCTION NO. 54:

ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to ANY SELECT FIRE FIREARM manufactured by YOU OR ANY COMPETITOR.

RESPONSE TO REQUEST FOR PRODUCTION NO. 54:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad and seeks

1 irrelevant information which is not reasonably calculated to lead to discovery of admissible
2 evidence. Defendant further objects in that this request assumes facts not in evidence, is not
3 properly addressed to the answering Defendant and is oppressive, harassing and vexatious.

4 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 54:**

5 Without waiving and/or limiting the foregoing objections, Defendant responds that it
6 has no documents responsive to this request.

7 **REQUEST FOR PRODUCTION NO. 55:**

8 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to ANY SEMI-
9 AUTOMATIC FIREARM manufactured by YOU OR ANY COMPETITOR which can be
10 CONVERTED to an AUTOMATIC FIREARM.

11 **RESPONSE TO REQUEST FOR PRODUCTION NO. 55:**

12 Defendant incorporates by reference all General Objections as though fully set forth
13 herein. Defendant objects to this request on the grounds that it is overly broad and seeks
14 irrelevant information which is not reasonably calculated to lead to discovery of admissible
15 evidence. Defendant further objects in that this request assumes facts not in evidence, is not
16 properly addressed to the answering Defendant and is oppressive, harassing and vexatious.

17 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 55:**

18 Without waiving and/or limiting the foregoing objections, Defendant responds that it
19 has no documents responsive to this request.

20 **REQUEST FOR PRODUCTION NO. 56:**

21 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
22 ANY method of distribution of ANY FIREARM manufactured by YOU, including, but not
23 limited to, POLICIES regarding the DISTRIBUTORS, DEALERS, RETAILERS, AND
24 SELLERS to whom you supply ANY FIREARM manufactured by YOU AND POLICIES
25 regarding the number of FIREARMS YOU furnish to ANY DISTRIBUTOR, DEALER,
26 RETAILER, OR SELLER.

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 56:**

2 Defendant incorporates by reference all General Objections as though fully set forth
3 herein. Defendant objects to this request on the grounds that it is overly broad, unduly
4 burdensome and seeks irrelevant information which is not reasonably calculated to lead to
5 discovery of admissible evidence. Defendant further objects to the extent that this request seeks
6 privileged trade secrets and/or commercially sensitive information. Defendant further objects
7 to the extent this request seeks information that may be protected by the attorney-client or
8 attorney work product privileges.

9 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 56:**

10 Without waiving and/or limiting the foregoing objections, Defendant refers to its
11 previous response and related documents produced in Defendant H&R 1871, Inc.'s Objections
12 And Responses To Plaintiffs' First Set of Requests for Production of Documents (Limited
13 Discovery) Exhibit "B" (HR00013-HR00016), which is a copy of Defendant's
14 Distributor/Dealer Agreement.

15 **REQUEST FOR PRODUCTION NO. 57:**

16 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
17 ANY offer of monetary OR other incentives to DISTRIBUTORS, DEALERS, RETAILERS,
18 OR SELLERS.

19 **RESPONSE TO REQUEST FOR PRODUCTION NO. 57:**

20 Defendant incorporates by reference all General Objections as though fully set forth
21 herein. Defendant objects to this request on the grounds that it is overly broad, and seeks
22 irrelevant information which is not reasonably calculated to lead to discovery of admissible
23 evidence. Defendant further objects to the extent that this request seeks privileged trade secrets
24 and/or commercially sensitive information. Defendant further objects to the extent this request
25 seeks information that may be protected by the attorney-client or attorney work product
26 privileges.
27
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SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 57:

Without waiving and/or limiting the foregoing objections, Defendant will produce responsive documents, if any, after the entry of an appropriate protective order.

REQUEST FOR PRODUCTION NO. 58:

ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to ANY return of FIREARMS manufactured by YOU.

RESPONSE TO REQUEST FOR PRODUCTION NO. 58:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, vague, ambiguous, seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence and beyond the scope of the allegations in the complaint. Defendant further objects to plaintiffs' definition of the term "DOCUMENT" in that it is overly broad and subject to numerous interpretations.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 58:

Without waiving and/or limiting the foregoing objections, Defendant responds that ceased manufacturing handguns in November, 1999. Defendant further responds that should the plaintiffs decide to limit this request to the factual, liability, and damages allegations in the consolidated complaints and after the entry of an appropriate protective order, Defendant will review its objections and, if appropriate, seasonably supplement its response to the non-objectionable portions of this request.

REQUEST FOR PRODUCTION NO. 59:

ALL DOCUMENTS which CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY insurance policy OR indemnification agreement that may provide coverage to YOU for ANY of the claims OR causes of action asserted in this action OR that may provide reimbursement for payments made in defense of this action, including, but not limited to, ANY primary insurance policy, excess insurance policy, AND joint insurance policy.

RESPONSE TO REQUEST FOR PRODUCTION NO. 59:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to the extent this request seeks information that may be protected by the attorney-client or attorney work product privileges.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 59:

Without waiving and/or limiting the foregoing objections, Defendant responds that its insurers have taken the position that there is no insurance coverage for defense or indemnification of this consolidated action.

REQUEST FOR PRODUCTION NO. 60:

ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to ANY sale, trade, OR transfer of ANY FIREARM OR FIREARM MAGAZINE manufactured by YOU to ANY federal, state, OR local law enforcement agency.

RESPONSE TO REQUEST FOR PRODUCTION NO. 60:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, vague and ambiguous, unduly burdensome and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to the extent that this request seeks privileged trade secrets and/or commercially sensitive information. Defendant further objects to the extent this request seeks information that may be protected by the attorney-client or attorney work product privileges.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 60:

Without waiving and/or limiting the foregoing objections, Defendant responds that it has no documents responsive to the non-objectionable portions of this request.

1 **REQUEST FOR PRODUCTION NO. 61:**

2 ALL DOCUMENTS that CONSTITUTE OR are included in the packaging for ANY
3 FIREARM manufactured by YOU, including, but not limited to, ANY instruction manual,
4 warning, box, or insert.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 61:**

6 Defendant incorporates by reference all General Objections as though fully set forth
7 herein. Defendant objects to this request on the grounds that it is overly broad, vague and
8 ambiguous. Defendant further objects to plaintiffs' definition of the terms "DOCUMENT" and
9 "FIREARM" in that they are overly broad and subject to numerous interpretations.

10 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 61:**

11 Without waiving and/or limiting the foregoing objections, Defendant responds that it
12 ceased manufacturing handguns in November, 1999. During the time it did manufacture
13 handguns, it manufactured only revolvers. Defendant refers to the documents previously
14 produced in Defendant H&R 1871, Inc.'s Objections And Responses To Plaintiffs' First Set of
15 Requests for Production of Documents (Limited Discovery): (1) Exhibit "C"(HR00017-
16 HR00032), instruction manuals for Defendant's R92 & R93 Revolvers, Model 949 Western
17 Target Revolver, Sportsman 999 Revolver, and R22, R73, R92, Standard and Ultra Revolvers,
18 each including instructions and warnings regarding the safe and proper use, handling, cleaning
19 and storage of the subject revolver; and (2) Exhibit "D" (HR00033), Defendant's "Firearms
20 Safety Program Responsibility Contract" which promotes understanding between parents and
21 children regarding the safe treatment, handling and storage of firearms.

22 **REQUEST FOR PRODUCTION NO. 62:**

23 ALL DOCUMENTS which CONSTITUTE, REFLECT, REFER to, OR RELATE to
24 ANY federal FIREARMS license AND ANY proof of federal FIREARMS license held by
25 YOU OR ANY DEALER, DISTRIBUTOR, RETAILER, or SELLER who sells FIREARMS
26 manufactured by YOU.

RESPONSE TO REQUEST FOR PRODUCTION NO. 62:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to this request to the extent it is not properly directed to the answering Defendant and seeks information and documents that are publicly available or equally accessible to the plaintiffs.

SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 62:

Defendant further objects to this request to the extent it seeks the disclosure of documents which may infringe upon the rights of third-parties.

Without waiving and/or limiting the foregoing objections, Defendants responds and refers to Exhibit "H" (HR00206) attached hereto, which are Defendant's current Federal Firearms License and Massachusetts Firearms License.

FURTHER SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 62:

Without waiving and/or limiting the foregoing objections, Defendant refers the Plaintiff to the documents Bates numbered HR 20000 through HR 26786, which are copies of H&R 1871, Inc.'s customers' FFLs.

REQUEST FOR PRODUCTION NO. 63:

ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY COMMUNICATIONS between YOU and ANY PERSON relating to compliance OR non-compliance with ANY law, regulation, statute, OR ordinance relating to FIREARM sales, manufacture, OR distribution.

RESPONSE TO REQUEST FOR PRODUCTION NO. 63:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, unduly burdensome and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant objects to the extent this request seeks

1 information that may be protected by the attorney-client privilege and/or attorney work product
2 doctrine. Defendant further objects to the extent that this request is oppressive, harassing and
3 vexatious.

4 **SUPPLEMENTAL RESPONSE TO REQUEST FOR PRODUCTION NO. 63:**

5 Without waiving and/or limiting the foregoing objections, Defendant refers to Exhibit
6 "H" (HR00206 - HR00207) attached hereto, which are Defendant's current Federal Firearms
7 License and Massachusetts Firearms License.

8 Defendant further responds that it ceased manufacturing and selling handguns in
9 November, 1999. During the time it did manufacture handguns, it manufactured only
10 revolvers. Defendant reiterates that it fully cooperates with all directives and communications
11 from the BATF or other law enforcement agencies, including trace requests. In May, 1996,
12 Defendant was the first firearms manufacturer to establish a direct online computer modem link
13 with the BATF. The computer system, called "Access 2000," enables the BATF to obtain trace
14 information directly from Defendant's database. The system is operational 24 hours a day, 7
15 days a week and reduces the time it takes the BATF to trace a gun to less than one minute. The
16 BATF does not contact Defendant to conduct the trace and does not advise the Defendant that
17 the trace was conducted. Defendant is not provided with any information from the BATF
18 concerning trace requests.

19 Prior to implementation of "Access 2000," the BATF either faxed trace requests or
20 made the request over the telephone. Defendant would promptly obtain the requested
21 information from its records and respond to the trace request. When Defendant received a
22 faxed trace request, it provided the requested information on the facsimile form and transmitted
23 the information via facsimile to the BATF. If the request was made over the telephone,
24 Defendant orally provided the information to the BATF. Defendant did not maintain any
25 records pertaining to these trace requests.

REQUEST FOR PRODUCTION NO. 64:

ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY of YOUR year-end financial statements, audited OR unaudited, including, but not limited to, ANY statement of assets and liabilities.

RESPONSE TO REQUEST FOR PRODUCTION NO. 64:

Defendant incorporates by reference all General Objections as though fully set forth herein. Defendant objects to this request on the grounds that it is overly broad, unduly burdensome and seeks irrelevant information which is not reasonably calculated to lead to discovery of admissible evidence. Defendant further objects to the extent this request seeks privileged trade secrets and/or commercially sensitive information and/or information that may be protected by the attorney-client privilege and attorney work product.

Dated: October 1, 2001

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
R.D. Kirwan
Robert N. Tafoya

RENZULLI & RUTHERFORD, L.L.P.
John F. Renzulli
John J. McCarthy, III

By Robert N. Tafoya/KLP for
Robert N. Tafoya
Attorneys for Defendant H&R 1871, Inc.

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PROOF OF SERVICE

STATE OF CALIFORNIA, 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: 2029 Century Park East, #2600, Los Angeles, California 90067. On October 1, 2001, I served the foregoing document(s) described as:

**DEFENDANT H&R 1871, INC.'S FURTHER SUPPLEMENTAL OBJECTIONS
AND RESPONSES TO PLAINTIFFS' FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS (Dated October 1, 2001)**

on interested parties in this action by placing ☒ the original (to plaintiffs), and ☒ true copy(ies) (other parties) thereof enclosed in sealed envelopes ☒ as follows: ☒ as stated on the attached mailing list:

[SEE ATTACHED SERVICE LIST]

☒ BY MAIL (C.C.P. § 1013(a)) I am readily familiar with the firm's practice of collection and processing correspondence for mailing with the U.S. postal service. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. The envelope was sealed and placed for collection and mailing on that date following ordinary business practices.

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

Executed on October 1, 2001, at Los Angeles, California.

SOPHIA L. LEE

[Print Name Of Person Executing Proof]


[Signature]

2029 CENTURY PARK EAST
SUITE 2400
LOS ANGELES, CA 90067

DOCUMENT PREPARED
ON RECYCLED PAPER

120609.0001 Los Angeles 497909 v1

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Defendant H & R 1871, Inc's Supplemental Objections and Responses to Plaintiffs' First Set of Requests for Production of Documents

PEOPLE OF THE STATE OF CALIFORNIA, et. al. v. ARCADIA MACHINE & TOOL, et. al.
Judicial Council Coordination Proceeding No. 4095
San Francisco Superior Court Case No. 303753
Los Angeles Superior Court Case No. BC 210894
Los Angeles Superior Court Case No. BC214794

FIREARMS CASES

SERVICE LIST

ATTORNEYS FOR PLAINTIFFS

Owen J. Clements, Chief of Special Litigation
San Francisco City Attorney's Office
Fox Plaza
1390 Market Street, 6th Floor
San Francisco, California 94102-5408
Tel: (415) 554-3800
Fax: (415) 554-3837

Robert J. Nelson*
**LIEFF, CABRASER, HEIMANN &
BERNSTEIN, LLP**
275 Battery Street, 38th Floor
San Francisco, California 94111-9339
Tel: (415) 956-1000
Fax: (415) 956-1008

* Co-Liaison Counsel for Plaintiffs

Paulina do Amaral
**LIEFF, CABRASER, HEIMANN &
BERNSTEIN, LLP**
780 Third Ave., 48th Fl
New York, NY 10017
Tel: (212) 355-9500
Fax: (212) 355-9592

Alan M. Caplan
BUSHNELL, CAPLAN & FIELDING, LLP
221 Pine Street, Suite 600
San Francisco, California 94104-2715
Tel: (415) 217-3800
Fax: (415) 217-3820

Charles McCue
LAW OFFICES OF CHARLES McCUE
600 West Broadway, Suite 930
San Diego, California 92101
Tel: (619) 260-0636
Fax: (619) 260-0018

Samuel L. Jackson, Sacramento City Attorney
980 9th Street 10th Floor
Sacramento, California 95814
Tel: (916) 264-5346
Fax: (916) 264-7455

Brian J. Siebel
**BRADY CENTER TO PREVENT
HANDGUN VIOLENCE**
Legal Action Project
1250 Eye Street, N.W., Suite 802
Washington, D.C. 20005
Tel: (202) 289-7319
Fax: (202) 408-9748

Michael J. Dowd*
**MILBERG WEISS BERSHAD HYNES &
LERACH, LLP**
600 West Broadway, Suite 1800
San Diego, California 92101
Tel: (619) 231-1058
Fax: (619) 231-7423

* Co-Liaison Counsel for Plaintiffs

Ex Kano S. Sams II
**MILBERG WEISS BERSHAD HYNES &
LERACH, LLP**
100 Pine Street; Suite 2600
San Francisco, California 94111
Tel: (415) 288-4545
Fax: (415) 288-4534

Kent Jonas
THELEN REID & PRIEST, LLP
101 Second Street, Suite 1800
San Francisco, California 94105-3601
Tel: (415) 371-1200
Fax: (415) 371-1211

Shawn M. Hays
LAW OFFICE OF SHAWN M. HAYS
3555 Fourth Avenue
San Diego, California 92103
Tel: (619) 298-1881
Fax: (619) 298-1661

Richard S. Lewis
**COHEN MILSTEIN HAUSFIELD &
TOLL, P.L.L.C.**
1100 New York Avenue, N.W., Suite 500
Washington, D.C. 20005
Tel: (202) 408-4600
Fax: (202) 408-4699

Steven J. Toll
**COHEN MILSTEIN HAUSFELD & TOLL,
P.L.L.C.**

999 Third Street, Suite 3600
Seattle, WA 98104
Tel: (206) 521-0080
Fax: (206) 521-0166

Matthew J. Orebic, Deputy City Attorney
Berkeley City Attorney's Office
2180 Milvia Street, Fourth Floor
Berkeley, California 94704
Tel: (510) 981-6950
Fax: (510) 981-6960

David Kairys
1719 North Broad Street
Philadelphia, Pennsylvania 19122
Tel: (215) 204-8959

R. Manuel Fortes
Oakland City Attorney's Office
One Frank Ogawa Plaza, 6th Floor
Oakland, California 94612
Tel: (510) 238-3601
Fax: (510) 238-6500

Thomas F. Casey III
San Mateo County Counsel
400 County Center
Redwood City, California 94063
Tel: (650) 363-4760
Fax: (650) 363-4034

Kristen J. Thorsness, Deputy County Counsel
Office of Alameda County Counsel
1221 Oak Street, Room 463
Oakland, California 94612-4296
Tel: (510) 272-6700
Fax: (510) 272-5020

Michael S. Lawson
East Palo Alto City Attorney
THOMPSON, LAWSON LLP
1600 Broadway, Suite 250
Oakland, California 94612
Tel: (510) 835-1600
Fax: (510) 835-2077

Don Kass
Los Angeles City Attorney's Office
200 North Main Street
1600 City Hall East
Los Angeles, California 90012
Tel: (213) 485-4515
Fax: (213) 847-3014

Celia Francisco
Compton City Attorney's Office
P.O. Box 5118
205 South Willowbrook Avenue
Compton, California 90220
Tel: (310) 605-5582
Fax: (310) 763-0895

Charles E. Dickerson, III
Inglewood City Attorney
One Manchester Blvd., Suite 860
Inglewood, California 90301
Tel: (310) 412-5372
Fax: (310) 412-8865

Sayre Weaver
Educational Fund to Stop Gun Violence
1023 15th Street, N.W., Suite 600
Washington, D.C. 20005
Tel: (562) 266-1831
Fax: (562) 266-1731

Lawrence Lee Hafetz
Los Angeles County Counsel
500 West Temple Street, Suite 648
Los Angeles, CA 90012
Tel: (213) 974-1876
Fax: (213) 626-2105

Susanne Caballero
**McCUTCHEON, DOYLE, BROWN
& ENERSEN, LLP**
Three Embarcadero Center
San Francisco, CA 94111-4067
Tel: (415) 393-2200
Fax: (415) 393-2286

Theresa J. Fuentes
COOLEY GODWARD LLP
One Maritime Plaza, 20th Floor
San Francisco, CA 94111
Tel: (415) 693-2000
Fax: (415) 951-3699

ATTORNEYS FOR DEFENDANTS

Harold Mayberry, Jr.
MAYBERRY LAW FIRM
2010 Corporate Ridge, Seventh Floor
McLean, Virginia 22102
Tel: (703) 714-1554
Fax: (703) 783-8532

Attorneys for American Shooting Sports
Council, Inc.

Susan Caldwell*
**KOLETSKY, MANCINI, FELDMAN &
MORROW**
3460 Wilshire Boulevard, 8th Floor
Los Angeles, California 90010-2228
Tel: (213) 427-2350
Fax: (213) 427-2366

Attorneys for American Shooting Sports
Council, Inc., National Shooting Sports
Foundation, Inc. and Sporting Arms and
Ammunition Manufacturers' Institute, Inc.

(* Liaison Counsel for Defendant Trade
Associations)

Gregory D. Bistline
BISTLINE & COHOON
2500 E. Colorado Blvd., Suite 340
Pasadena, California 91107-3766
Tel: (626) 440-0591
Fax: (626) 440-0691

Attorneys for Andrews Sporting Goods, Inc.
dba Turners Outdoorsman and S.G.
Distributing Co.

Chuck Michel
TRUTANICH-MICHEL
407 No. Harbor Boulevard
San Pedro, California 90731
Tel: (310) 548-0410
Fax: (310) 548-4813

Attorneys for B&B Group, Inc.

Lawrence S. Greenwald
**GORDON, FEINBLATT, ROTHMAN,
HOFFBERGER & HOLLANDER, LLC**
The Garret Building
223 East Redwood Street
Baltimore, Maryland 21202
Tel: (410) 576-4000
Fax: (410) 576-4246

Attorneys for Beretta U.S.A. Corp. and
Fabbrica d'Armi Pietro Beretta S.p.A.

Craig Livingston
**SCHNADER HARRISON SEGAL &
LEWIS LLP**
601 California Street, Suite 1200
San Francisco, California 94108-2817
Tel: (415) 364-6700
Fax: (415) 364-6766

Attorneys for Beretta U.S.A. Corp. and
Fabbrica d'Armi Pietro Beretta S.p.A.

Jeff G. Harmeyer.
MCATEE HARMeyer LLP
401 West "A" Street, Suite 1850
San Diego, CA 92101
Tel: (619) 231-9800
Fax: (619) 234-3800

Attorneys for Beretta U.S.A. Corp. and
Fabbrica d'Armi Pietro Beretta S.p.A.

William M. Griffin III
FRIDAY, ELDREDGE & CLARK
2000 Regions Center
400 West Capitol
Little Rock, Arkansas 72201-3493
Tel: (501) 376-2011
Fax: (501) 376-2147

Attorneys for Browning Arms Company

Michael C. Hewitt
BRUINSMA & HEWITT
25431 Cabot Road
Laguna Hills, California 92653
Tel: (949) 597-1551
Tel: (949) 597-1661

Attorneys for Bryco Arms and
B.L. Jennings, Inc.

Robert Wright
WRIGHT & L'ESTRANGE
701 "B" Street, Suite 1550
San Diego, California 92101
Tel: (619) 231-4844
Fax: (619) 231-6710

Attorneys for Colts Manufacturing
Company, Inc.

Stephen H. Zell
MADORY, ZELL & PLEISS
Meredith Financial Centre
17822 East 17th Street, Suite 205
Tustin, California 92780-2183
Tel: (714) 832-3772
Fax: (714) 832-7163

Attorneys for Davis Industries

E. Gordon Haesloop
**BARTLETT, MCDONOUGH, BASTONE
& MONAGHAN LLP**
300 Old Country Road, Suite 301
Mineola, New York 11501
Tel: (516) 877-2900
Fax: (516) 877-0732

Attorneys for Ellett Brothers

Steven A. Silver
LAW OFFICE OF STEVEN A. SILVER
1077 W. Morton Avenue, Suite C
Porterville, California 93257
Tel: (559) 782-1552
Fax: (559) 782-0364

Attorney for Excel Industries, Inc.

Burton C. Jacobson
Attorney at Law
424 South Beverly Drive
Beverly Hills, California 90212-4414
Tel: (310) 553-8533
Fax: (310) 286-2819

Attorneys for Hawthorne Distributors and
B&B Group, Inc.

Ian Feldman
**SCHRIEFFER NAKASHIMA &
DOWNEY LLP**
Eastland Tower
100 N. Barranca Avenue, Suite 1100
West Covina, California 91791
Tel: (626) 858-2444
Fax: (626) 974-8403

Attorneys for Hawthorne Distributors

Peter M. Downey
**SCHRIEFFER NAKASHIMA &
DOWNEY LLP**
101 W. Broadway, Suite 600
San Diego, California 92101
Tel: (619) 234-0281
Fax: (619) 234-9060

Attorneys for Hawthorne Distributors

Charles L. Coleman III
HOLLAND & KNIGHT, LLP
50 California Street, 28th Floor
San Francisco, California 94111-4624
Tel: (415) 743-6900
Fax: (415) 743-6910

Attorneys for Heckler & Koch, Inc.

Raymond J. Liddy
P.O. Box 131089
Carlsbad, California 92013
Tel: (760) 602-9890
Fax: (760) 602-9894

Attorneys for International Armament
Corporation dba Interarms Industries, Inc.,
Charter Arms, Inc.

Timothy G. Atwood
237 Canal Street
Shelton, CT 06484
Tel: (203) 924-4464
Fax: (203) 924-1359

Attorneys for International Armament
Corporation dba Interarms Industries, Inc.,
Charter Arms, Inc.

John J. McCarthy
RENZULLI & RUTHERFORD, LLP
300 East 42nd Street
New York, N.Y. 10017
Tel: (212) 599-5533
Fax: (212) 599-5162

Attorneys for Kel-Tec CNC Industries, Inc.;
Hi-Point Firearms, H&R 1871, Inc. and
Glock, Inc.

Christopher Lebsock
**PREUSS, SHANAGHER, ZVOLEFF &
ZIMMER LLP**
225 Bush Street, 15th Floor
San Francisco, California 94104
Tel: (415) 397-1730
Fax: (415) 397-1735

Attorneys for MKS Supply, Southern Ohio
Gun Distribution, Ellett Brothers

Scott L. Braum
CHERNESKY, HEYMAN & KRESS
10 Courthouse Plaza, S.W. #1100
Dayton, Ohio 45401
Tel: (937) 449-2800
Fax: (937) 449-2821

Attorneys for MKS Supply

Frank Sandelmann
GORRY, MEYER & RUDD
2029 Century Park East, #400
Los Angeles, California 90067
Tel: (310) 277-5967
Fax: (310) 277-5968

Attorneys for National Gun Sales

Douglas E. Kliever
101 "D" Street, S.E., 2nd Floor
Washington, DC 20003
Tel: (202) 548-0300
Fax: (202) 548-0307

Attorneys for National Shooting Sports
Foundation, Inc., and Sporting Arms and
Ammunition Manufacturers' Institute, Inc.

Wendy E. Schultz
LYNBERG & WATKINS, P.C.
888 So. Figueroa Street, 16th Floor
Los Angeles, California 900178-5465
Tel: (213) 624-8700
Fax: (213) 892-2763

Attorneys for Navegar, Inc.

Bradley T. Beckman
BECKMAN & ASSOCIATES
Two Penn Center Plaza, Suite 910
Philadelphia, PA 19102
Tel: (215) 569-3096
Fax: (215) 569-8769

Attorneys for North American Arms, Inc.

John A. Gladych
GLADYCH & ASSOCIATES, INC.
450 Newport Center Drive, Suite 530
Newport Beach, CA 92660
Tel: (949) 717-4977
Fax: (949) 717-4982

Attorneys for North American Arms, Inc.

Christina Fichera Dente
**BUDD, LARNER, GROSS, ROSENBAUM,
GREENBERG & SADE**
150 J.F.K. Parkway, Third Floor
Short Hills, New Jersey 07078
Tel: (973) 379-4800
Fax: (973) 379-7734

Attorneys for North American Arms, Inc.,
Phoenix Arms, Forjas Taurus S.A. and
Taurus International Manufacturing, Inc.

Michael J. Zomcik
TARICS & CARRINGTON, P.C.
5005 Riverway, Suite 500
Houston, Texas 77056
Tel: (713) 629-4777
Fax: (713) 227-0701

Attorneys for Phoenix Arms

Denis Moriarity
HAIGHT, BROWN & BONESTEEL LLP
6080 Center Drive, Suite 800
Los Angeles, California 90045
Tel: (310) 215-7100
Fax: (310) 215-7300

Attorneys for Phoenix Arms, Forjas Taurus
S.A. and Taurus International
Manufacturing, Inc.

Wayne A. Wolff*
**SEDGWICK, DETERT, MORAN &
ARNOLD**
One Embarcadero Center, 16th Floor
San Francisco, California 94111-3765
Tel: (415) 781-7900
Fax: (415) 781-2635

Attorneys for RSR Wholesale Guns

(*Liaison Counsel for Defendant
Distributors)

Robert M. Anderson
**WILSON, ELSE, MOSKOWITZ,
EDELMAN & DICKER, LLP**
1055 West Seventh Street, Suite 2700
Los Angeles, California 90017-2503
Tel: (213) 624-3044
Fax: (213) 624-8060

Attorneys for Sigarms, Inc.

Robert L. Joyce
**WILSON, ELSE, MOSKOWITZ,
EDELMAN & DICKER**
150 East 42nd Street
New York, New York 10017
Tel: (212) 490-3000
Fax: (212) 490-3038

Attorneys for Sigarms, Inc.

Edwin W. Green
**ALLEN MATKINS LECK GAMBLE &
MALLORY LLP**
515 South Figueroa Street
Seventh Floor
Los Angeles, California 90071
Tel: (213) 622-5555
Fax: (213) 620-8816

Attorneys for Smith & Wesson Corp.

Jeff Nelson
SHOOK, HARDY & BACON, LLP
1200 Main Street, 27th Floor
Kansas City, Missouri 64105-2118
Tel: (816) 474-6550
Fax: (816) 421-5547

Attorneys for Smith & Wesson Corp.

Phillip Hudson III
**LUCIO, BRONSTEIN, GARBETT
& STIPHANY**
Brickell Bayview Centre, Suite 3100
80 Southwest Eighth Street
Miami, FL 33130
Tel: (305) 536-8868
Fax: (305) 536-4722

Attorneys for Southern Ohio Gun
Distributors

Lawrence J. Kouns*
**LUCE, FORWARD, HAMILTON &
& SCRIPPS LLP**
600 West Broadway, Suite 2600
San Diego, California 92101
Tel: (619) 236-1414
Fax: (619) 645-5359

Attorneys for Sturm, Ruger & Company, Inc.

(* Liaison Counsel for Defendant
Manufacturers)

James B. Vogts*
**WILDMAN, HARROLD, ALLEN &
DIXON**
225 West Wacker Drive, Suite 2800
Chicago, IL 60606
Tel: (312) 201-2000
Fax: (312) 201-2555

Attorneys for Sturm, Ruger & Company, Inc.

(* Liaison Counsel for Defendant
Manufacturers)

Timothy A. Bumann
**BUDD LARNER GROSS ROSENBAUM
GREENBERG & SADE**
127 Peachtree Street, N.E.
Atlanta, Georgia 30303
Tel: (404) 688-3000
Fax: (404) 688-0888

Attorneys for Taurus International
Manufacturing, Inc. and Forjas Taurus S.A.

Christina Dente
**BUDD, LARNER GROSS,
ROSENBAUM,
GREEBERG & SADE**
150 John F. Kennedy Parkway, CN 1000
Short Hills, New Jersey 07078
Tel: (973) 379-4800
Fax: (973) 379-7734

James Leonard Crew
18 Crow Canyon Court, Suite 380
San Ramon, California 94583-1669
Tel: (925) 831-0834
Fax: (925) 831-8483

Mary P. Sullivan
BOWLES & VERA
2121 North California Blvd, Suite 875
Walnut Creek, CA 94596
Tel: (925) 935-3300
Fax: (925) 935-0371

Roger Lewis
**GOLDBERG, KOHN, BELL, BLACK,
ROSENBLOOM & MORITZ, LTD.**
55 East Monroe St., Suite 3700
Chicago, IL 60603-5802
Tel: (312) 201-4000
Fax: (312) 332-2196

Attorneys for Taurus International
Manufacturing, Inc. and Forjas Taurus S.A.

Attorneys for Trader Sports, Inc.

Specially Appearing for Carl Walther GmbH

Specially Appearing for Carl Walther GmbH