

1 LOUISE H. RENNE (36508)
San Francisco City Attorney
2 PATRICK J. MAHONEY (46264)
Chief Trial Attorney
3 OWEN J. CLEMENTS (141805)
Chief of Special Litigation
4 D. CAMERON BAKER (154432)
INGRID M. EVANS (179094)
5 Deputy City Attorneys
1390 Market Street, 6th Floor
6 San Francisco, CA 94102-5408
Telephone: 415/554-3800

7 MILBERG WEISS BERSHAD
8 HYNES & LERACH LLP
MICHAEL J. DOWD (135628)
9 FRANK J. JANECEK, JR. (156306)
600 West Broadway, Suite 1800
10 San Diego, CA 92101
Telephone: 619/231-1058

11 LIEFF, CABRASER, HEIMANN
12 & BERNSTEIN, LLP
RICHARD M. HEIMANN (63607)
13 ROBERT J. NELSON (132797)
275 Battery Street, 30th Floor
14 San Francisco, CA 94111-9333
Telephone: 415/956-1000

15 DENNIS A. HENIGAN
16 JONATHAN E. LOWY
BRIAN J. SIEBEL
17 Center to Prevent Handgun Violence

SAMUEL L. JACKSON (79081)
Sacramento City Attorney

MANUELA ALBUQUERQUE (67464)
Berkeley City Attorney

THOMAS F. CASEY, III (47562)
San Mateo County Counsel

RICHARD E. WINNIE (68048)
Alameda County Counsel

JAYNE W. WILLIAMS (63203)
Oakland City Attorney

MICHAEL S. LAWSON (48172)
Thompson, Lawson LLP
East Palo Alto City Attorney

Of Counsel: DAVID KAIRYS, Esq.

18 Attorneys for The People of The State of California, et al.

19 [Additional counsel appear on signature page.]

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA

21 COUNTY OF SAN FRANCISCO

22 THE PEOPLE OF THE STATE OF
CALIFORNIA, et al.,

23 Plaintiffs,

24 vs.

25 ARCADIA MACHINE & TOOL, et al.,

26 Defendants.
27
28

) - Case No. 303753

) THE PEOPLE OF THE STATE OF
) CALIFORNIA ET. AL.'S FIRST SET OF
) REQUESTS FOR PRODUCTION OF
) DOCUMENTS TO DEALER AND
) DISTRIBUTOR DEFENDANTS

1 PROPOUNDING PARTY: THE PEOPLE OF THE STATE OF CALIFORNIA, ET AL.

2 RESPONDING PARTIES: DEFENDANTS B. L. JENNINGS, ELLETT BROTHERS, INC.,
3 INTERNATIONAL ARMAMENT CORP. d/b/a INTERARMS
4 INDUSTRIES, INC., RSR WHOLESALE GUNS, INC.,
5 SOUTHERN OHIO GUN DISTRIBUTORS

6 SET NUMBER: ONE

7 Pursuant to California Code of Civil Procedure §2031, The People of the State of California,
8 et al., hereby demand that defendants produce the documents described herein for inspection and
9 copying by plaintiffs' counsel on November 9, 1999, at 10:00 a.m., at the law offices of Milberg
10 Weiss Bershad Hynes & Lerach LLP, 100 Pine Street, Suite 2600, San Francisco, CA 94111 Each
11 defendant is required to produce all documents that are in actual or constructive possession, custody,
12 or control of its officers, employees, agents, representatives, subsidiaries, partners, contractors,
13 subcontractors, or attorneys. Each defendant shall further comply with California Code of Civil
14 Procedure §2031(a)(1) by producing the documents as they are kept in the usual course of business
15 and shall organize and label them to correspond with the categorization of these requests.

16 **I. DEFINITIONS**

17 The following definitions shall apply to the terms used in every request in this entire set and
18 to this section of definitions:

19 1. The term "ACCESSORIES" shall mean and refer to all parts manufactured by you
20 or your suppliers which are manufactured, produced, marketed, promoted, or distributed by you for
21 use in conjunction with your firearms, including, but not limited to, magazines, cartridges, clips, and
22 safeties.

23 2. The terms "ADVERTISEMENT" and "ADVERTISEMENTS" shall mean and refer
24 to any written, oral, visual, audible, or electronic communication which markets, promotes, informs,
25 emphasizes, or encourages interest in a product, including, but not limited to, promotional materials,
26 catalogs, brochures, web-sites, mailings, television advertisements, radio advertisements, and print
27 advertisements.

28 3. The term "ALL" shall mean any and all.

1 4. The term "AMMUNITION" shall mean or refer to ammunition or cartridge cases,
2 primers, bullets, or propellant power designed for use in any firearm.

3 5. The term "AND" shall be understood to mean "OR" and vice versa whenever such
4 construction results in a broader request for information.

5 6. The term "ANY" shall mean any and all.

6 7. The term "ARMOR PIERCING AMMUNITION" shall mean and refer to (A) a
7 projectile or projectile core which may be used in firearm and which is constructed entirely
8 (excluding the presence of traces of other substances) from one or a combination of tungsten alloys,
9 steel, iron, brass, bronze, beryllium, copper, or depleted uranium, or (B) a full jacketed projectile
10 larger than .22 caliber designed and intended for use in a firearm and whose jacket has a weight or
11 more than 25 percent of the total weight of the projectile.

12 8. The term "ATF" shall mean and refer to the Bureau of Alcohol, Tobacco and
13 Firearms of the United States Department of the Treasury.

14 9. The term "AUTOMATIC" shall mean and refer to any firearm which utilizes a
15 portion of the energy of a firing cartridge to extract the fired cartridge case and chamber the next
16 round and which requires only a single pull of the trigger to fire the cartridges.

17 10. The term "BROCHURE" shall mean and refer to a written document whose primary
18 purpose is to provide information regarding a specific make of firearm, including, but not limited
19 to, its caliber, specifications, features, appearance, accessories, performance, and price. If a brochure
20 was prepared in several copies, or if additional copies were made thereafter, and if any such copies
21 were not identical or are no longer identical by reason of notation or modification of any kind
22 whatsoever, including, without limitation, notations on the front or back of any pages thereof, then
23 each such copy must be produced.

24 11. The terms "CHAMBER LOADED INDICATOR" and "CHAMBER LOADED
25 INDICATORS" shall mean and refer to any feature which indicates or warns, or is intended to
26 indicate or warn, users of a firearm that a round of ammunition is housed in the firing chamber,
27 including, but not limited to, designs which indicate or warn, or are intended to indicate or warn,
28 unauthorized users that a round of ammunition may be housed in the firing chamber.

1 12. The terms "COMMUNICATION" and "COMMUNICATIONS" shall mean and refer
2 to any kind of written, oral, visual, audible, or electronic transfer of information, thoughts, or ideas,
3 or any request for the transfer of such information, including, but not limited to, making, sending,
4 or receiving information from electronic mail messages, facsimiles, inquires, letters, mail, marketing
5 promotions, memoranda, packages, pages, presentations, press releases, proposals, public
6 statements, sales pitches, solicitations, speaking, speeches, telephone calls, telephone messages,
7 testimony, voice-mail messages, and writings.

8 13. The terms "COMPETITOR" and "COMPETITORS" shall mean and refer to every
9 person or entity engaged in the business of selling or distributing firearms except you.

10 14. The term "CONCEALABILITY" shall mean and refer to the ability of any firearm
11 to be hidden from view.

12 15. The terms "CONSTITUTE," "REFER," "REFLECT," and "RELATE" shall mean
13 and refer to anything which comprises, explicitly or implicitly bears upon, or was created, generated,
14 or maintained as a result of the subject matter of the request, including, but not limited to, anything
15 which amends, cancels, concerns, confirms, considers, discusses, embodies, endorses, evaluates,
16 evidences, qualifies, memorializes, modifies, negates, records, represents, reports, reviews, revokes,
17 supports, terminates, or underlies the subject matter of the request.

18 16. The term "CONVERTED" when referring to a firearm shall mean and refer to any
19 modification or alteration which changes any feature, design, or the performance of the firearm.

20 17. The term "CRIMINAL USE" shall mean and refer to any use of a firearm in violation
21 of federal, state or local law.

22 18. The terms "DEALER" and "DEALERS" shall mean and refer to (A) any person or
23 entity engaged in the business of selling firearms at wholesale or retail, (B) any person or entity
24 engaged in the business of repairing firearms or of making or fitting special barrels, stocks, or trigger
25 mechanisms to firearms, or (C) any person or entity whose business or occupation includes the
26 taking or receiving, by way of pledge or pawn, of any firearm as security for the payment or
27 repayment of money.

28

1 19. The terms "DEALERSHIP" and "DEALERSHIPS" shall mean and refer to (a) any
2 business or entity engaged in selling firearms at wholesale or retail, (b) any business or entity
3 engaged in repairing firearms or making or fitting special barrels, stocks, or trigger mechanisms to
4 firearms, or (c) any business or entity engaged in taking or receiving, by way of pledge or pawn, of
5 any firearm as security for the payment or repayment of money.

6 20. The terms "DISCHARGE" and "DISCHARGES" shall mean and refer to any
7 shooting, emitting, dislodging, or evacuating, and includes, but is not limited to, the firing of
8 ammunition from a firearm.

9 21. The terms "DISTRIBUTOR" and "DISTRIBUTORS" shall mean and refer to any
10 person or entity other than you who sells, trades, transfers, or assigns firearms, firearm parts, or
11 accessories.

12 22. The terms "DISTRIBUTORSHIP" and "DISTRIBUTORSHIPS" shall mean and refer
13 to any business or entity engaged in the selling, trading, transferring, assigning of firearms, firearm
14 parts, or accessories.

15 23. The terms "DOCUMENT" and "DOCUMENTS" shall have the broadest meaning
16 permissible pursuant to the California Evidence Code and the California Code of Civil Procedure
17 and includes , without limitation, any writing or electronically stored data, defined by California
18 Evidence Code §250 as:

19 [H]andwriting, typewriting, printing, photostating, photographing, and every other
20 means of recording upon any tangible thing any form of communication or
21 representation, including letters, words, pictures, sounds, or symbols, or
22 combinations thereof.

23 If a document was prepared in several copies, or if additional copies were thereafter made, and if any
24 such copies were not identical or are no longer identical by reason of notation or modification of any
25 kind whatsoever, including, without limitation, notations on the front or back of any pages thereof,
26 then each such copy must be produced.

27 24. The term "DOCUMENT CONTROL" shall mean and refer to the destruction,
28 dissemination, handling, retention, shredding, storage, and transfer of documents.

1 25. The terms "EMPLOYEE" AND "EMPLOYEES" shall mean and refer to any person
2 currently in the employ of, or at any time employed by, you, or who purported to act on your behalf,
3 including, but not limited to, all past and present directors, officers, executives, managers,
4 accountants, agents, representatives, attorneys, contractors, subcontractors, advisors, servants,
5 temporary personnel, outside salespersons, and consultants.

6 26. The terms "FIREARM" and "FIREARMS" shall mean and refer to (A) any weapon
7 which will or is designed to or may readily be converted to expel a projectile by the action of an
8 explosive; (B) the frame or receiver of any such weapon; or (C) any device for silencing, muffling,
9 or diminishing the report of a firearm, including any combination or parts, designed or redesigned,
10 and intended for use in assembling or fabricating a firearm silencer or firearm muffler, and any part
11 intended only for use in such assembly or fabrication.

12 27. The terms "FIREARM SAFETY FEATURE" and "FIREARM SAFETY
13 FEATURES" shall mean and refer to any design, device, part, or accessory, whether or not ever
14 implemented, intended, or proposed, to improve the safety of a firearm or to prevent or reduce a
15 firearm safety risk, including, but not limited to, any design, device, part, or accessory intended or
16 proposed to do any of the following: (A) to prevent or reduce the likelihood of an unintentional
17 shooting or unintentional firing; (B) to prevent or reduce the likelihood of unauthorized use of a
18 firearm; (C) to prevent or reduce the likelihood of a firearm firing when the magazine is unloaded
19 or removed; (D) to alert a user that a round of ammunition is in the firing chamber of a firearm; (E)
20 to make it more difficult for a child or other unauthorized user to fire a firearm, or (F) to enable safe
21 and secure storage of a firearm.

22 28. The terms "FIREARM SAFETY RISK" and "FIREARM SAFETY RISKS" shall
23 mean and refer to any risk of injury attributable to, or associated with, a firearm, including, but not
24 limited to, any of the following: (A) the risk that firearms pose to children; (B) the risk that firearms
25 pose to untrained users; (C) the risk that firearms pose to persons who do not fully understand or
26 appreciate how to handle them; (D) the risk that firearms pose to persons who cannot be entrusted
27 to use them without endangering themselves or others; (E) the risk that a person may be unaware that
28 a round is hidden in the chamber of a firearm or mistakenly believes that a firearm is unloaded when

1 the magazine is unloaded or removed; (F) the risk from a firearm not being stored in a safe and
2 secure manner; or (G) the risk of homicides, suicides, and unintentional shootings attributable to
3 having a firearm in the home.

4 29. The terms "GUN SHOW" and "GUN SHOWS" shall mean and refer to any event or
5 gathering at which two or more persons or entities are engaged in the business of selling, trading,
6 or transferring firearms.

7 30. The terms "HANDGUN" and "HANDGUNS" shall mean and refer to: (a) a firearm
8 which has a short stock and is designed to be held and fired by the use of a single hand; or (b) any
9 combination of parts from which such a firearm can be assembled.

10 31. The terms "IDENTIFY" and "IDENTIFIES" when referring to a natural person shall
11 require the following information about the person: (A) full name; (B) every alias by which the
12 person was known at any time; (C) current or last known home and business address; (D) current
13 or last known job title or description; (E) each employer of the person during the period of time
14 covered by the answer referring to such person; and (F) each job title or description of the person
15 during the period of time covered by the answer referring to such person.

16 32. The terms "IDENTIFY" and "IDENTIFIES" when referring to an entity include the
17 following information: (A) the full legal name of the entity; (B) any other name by which the entity
18 is known; (C) the address for the entity; (D) the form of organization; and (E) the jurisdiction in
19 which the entity is incorporated or organized.

20 33. The terms "IDENTIFY" AND "IDENTIFYING" when referring to a document shall
21 include the following information: (A) the author or originator of the document; (B) every person
22 to whom the document was sent or transferred; (C) the date on which the document was created;
23 (D) each date on which it was sent or transferred; (E) the type of document (*e.g.*, letter,
24 memorandum, chart, etc.); (F) a detailed description of the matter, nature, substance, and content of
25 the document; and (G) the present location and present custodian of the document, or the date on
26 which the document was lost, discarded, destroyed, altered, or relinquished from your possession,
27 custody, or control.
28

1 34. The term "INAPPROPRIATE PURCHASERS" shall mean and refer to any person
2 prohibited by federal, state, or local law from purchasing a firearm including, but not limited to, any
3 person described within 18 U.S.C. §922(g).

4 35. The term "INVENTORY CONTROL" shall mean and refer to any direct or indirect
5 management of the firearms, firearm parts, or accessories you possess.

6 36. The terms "KITCHEN TABLE DEALER" and "KITCHEN TABLE DEALERS"
7 shall mean and refer to any dealer who does not sell firearms from an established retail store or other
8 permanent business establishment but rather does so in informal settings, including but not limited
9 to, houses, cars, flea markets, gun shows, or on the street.

10 37. The terms "MAGAZINE" and "MAGAZINES" shall mean and refer to any device
11 designed to feed ammunition into a firearm, including, but not limited to, single-stack magazines and
12 double-stack magazines.

13 38. The terms "MAGAZINE DISCONNECT SAFETY" and "MAGAZINE
14 DISCONNECT SAFETIES" shall mean and refer to any design, device, or feature which prevents,
15 or is intended to prevent, any firearm from firing when the ammunition magazine is removed from
16 the firearm.

17 39. The term "MAKE" when referring to a firearm shall mean and refer to the model
18 name, model number, or other similar unique designation which enables one to distinguish that
19 particular type of firearm from others.

20 40. The terms "MANUFACTURER" and "MANUFACTURERS" shall mean and refer
21 to any person or entity engaged in the business of manufacturing firearms for purposes of sale or
22 distribution.

23 41. The term "MARKET RESEARCH" shall mean and refer to any review of
24 information to assist in marketing any product or any potential product, including, but not limited
25 to, focus groups, interviews, in-person surveys, mail surveys, marketing data, marketing plans,
26 polling, questionnaires, studies of public opinion, and telephone surveys. This term shall include
27 any review of information that you compiled, created, or conducted and any review of information
28 compiled, created, or conducted by any third party whether or not under your direction.

1 42. The term "MARKETING" shall mean and refer to any method used by you to
2 promote the sale or distribution of your firearms or accessories, whether the sale is to a distributor,
3 dealer, retailer, seller, or consumer, including, but not limited to, advertisements, catalogs, packages,
4 displays, brochures, and direct sale solicitations.

5 43. The term "MEDIA" shall mean and refer to any news service organization or
6 publication or any representative thereof, including, but not limited to, cable stations, electronic
7 media, journals, magazines, newsletters, newspapers, radio stations, and television stations.

8 44. The term "MULTIPLE SALE" shall mean and refer to the sale of more than one
9 firearm to the same person or entity over any period of time.

10 45. The term "NEW PRODUCT DEVELOPMENT" shall mean and refer to any intention
11 to create or manufacture any product, model, design or feature which does not already exist. The
12 term shall include any product, model, design, or feature contained within or on any firearm for
13 which a patent or other technology right was submitted or obtained.

14 46. The term "OR" shall be understood to mean "AND" and vice versa whenever such
15 construction results in a broader request for information.

16 47. The terms "PERSON" and "PERSONS" shall mean and refer to natural persons,
17 corporations, firms, joint owners, associations, partnerships, joint ventures, trusts, estates,
18 governmental agencies, and all other forms of business, governmental, judicial, personal or legal
19 entities and all other persons acting or purporting to act on your behalf.

20 48. The terms "PERSONALIZED GUN SYSTEM" and "PERSONALIZED GUN
21 SYSTEMS" shall mean and refer to any design which prevents, or is intended to prevent,
22 unauthorized users from firing a particular firearm.

23 49. The terms "POLICY" and "POLICIES" shall mean and refer to any code, command,
24 custom, decision directive, doctrine, guideline, instruction, measure, practice, policy, precept,
25 principle, procedure, process, pronouncement, recommendation, regime, regulation, rule, standard,
26 or warning. The definition for these terms shall not apply when the policies to which the request
27 refers relates to insurance or indemnification.

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1 50. The terms "RETAILER" and "RETAILERS" shall mean and refer to (a) any person
2 or entity engaged in the business of selling, trading, or transferring firearms directly to ultimate
3 consumers, (b) any person or entity engaged in the business of repairing firearms or of making or
4 fitting special barrels, stocks, or trigger mechanisms to firearms, or (c) any person or entity whose
5 business or occupation includes the taking or receiving, by way of pledge or pawn, of any firearm
6 as security for the payment or repayment of money.

7 51. The terms "SAFETY DESIGN" and "SAFETY DESIGNS" shall mean and refer to
8 a device incorporated into the design of the firearm that is designed to prevent the operation of the
9 firearm by anyone not having access to the device.

10 52. The terms "SAFETY DEVICE" and "SAFETY DEVICES" shall mean and refer to
11 a device that, when installed on a fireman, is designed to prevent the firearm from being operated
12 without first deactivating the device.

13 53. The term "SCREENING" shall mean and refer to any process to investigate whether
14 any potential purchaser of a firearm is forbidden by federal, state, or local law from purchasing a
15 firearm.

16 54. The term "SECONDARY MARKET" shall mean and refer to any sale, transfer, or
17 trade of a firearm in which the manufacturer of the firearm is not a party.

18 55. The terms "SECURE GUN STORAGE DEVICE" and "SECURE GUN STORAGE
19 DEVICES" shall mean and refer to a safe, gun safe, gun case, lock box, or other device that is
20 designed to be or can be used to store a firearm and that is designed to be unlocked only by means
21 of a key, a combination, or other similar means.

22 56. The terms "SELLER" and "SELLERS" shall mean and refer to any person or entity
23 engaged in the business of selling firearms, whether licensed to do so or not.

24 57. The term "SELECT FIRE" shall mean and refer to any firearm which can fire either
25 as a semi-automatic firearm or an automatic firearm.

26 58. The term "SEMI-AUTOMATIC" shall mean and refer to any firearm which utilizes
27 a portion of the energy of a firing cartridge to extract the fired cartridge case and chamber the next
28 round and which requires a separate pull of the trigger to fire each cartridge.

1 59. The term "SHOOTING" when used as a noun shall mean and refer to any incident
2 in which a person sustained injuries from the use of a firearm.

3 60. The term "SHOOTING GAMES" shall mean and refer to any commercial activity
4 in which a person fires a firearm or simulates the act of firing a firearm as part of any activity which
5 contains an element of entertainment, including, but not limited to, arcade games, computer games,
6 cowboy action shooting, cowboy mounted shooting, fast-draw competitions, paint-ball games,
7 shooting simulators, skeet shooting, sporting clays, trap and skeet shooting, video games, and virtual
8 reality games.

9 61. The terms "STRAW PURCHASE" and "STRAW PURCHASES" shall mean and
10 refer to any sale of a firearm in which the buyer is not the end user, not including sales to licensed
11 distributors, dealers, or retailers. These terms shall include, but are not limited to, (A) any purchase
12 of a firearm in which the buyer intends to or does in fact transfer the firearm to another person who
13 is prohibited from purchasing the firearm under federal, state, or local law or regulations, and (B)
14 any person who makes or attempts to make a straw purchase.

15 62. The terms "SUPPLIER" or "SUPPLIERS" shall mean and refer to all persons or
16 entities who dispense or provide the materials or components used in the sale or distribution of
17 firearms or accessories.

18 63. The term "SUPERVISION" shall mean and refer to any form of checking,
19 controlling, directing, monitoring, observing, overseeing, regulating, supervising, or watching.

20 64. The terms "THREADED BARREL" or "THREADED BARRELS" shall mean and
21 refer to any pattern of grooves, ridges, or similar features designed to accept the attachment of any
22 device for silencing, muffling, or diminishing the report of a firearm.

23 65. The term "TRACE REQUESTS" shall mean and refer to any inquiries or requests by
24 law enforcement agency for information about a firearm purchase, sale, or other transaction
25 involving a firearm.

26 66. The terms "UNAUTHORIZED USER" and "UNAUTHORIZED USERS" shall mean
27 and refer to all persons other than the purchaser of a firearm, persons other than those whom the
28

1 purchaser expressly permits to use that fireman, any underage person, or any person who is not
2 expressly and lawfully permitted by the owner of the firearm to use the firearm.

3 67. The terms "UNDERAGE PERSON" and "UNDERAGE PERSONS" with respect
4 to the purchase, possession, or use of a firearm shall mean and refer to any person seventeen years
5 of age or younger, and any other person prohibited by age under federal, state, or local law or
6 regulation from purchasing or possessing a firearm. The terms "UNDERAGE PERSON" and
7 "UNDERAGE PERSONS" with respect to the purchase, possession, or use of a handgun shall mean
8 and refer to any person twenty years of age or younger, and any other person prohibited by age under
9 federal, state, or local law or regulation from purchasing or possessing a handgun.

10 68. The terms "UNDETECTABLE FIREARM" and "UNDETECTABLE FIREARMS"
11 shall mean and refer to any firearm which meets any one or more of the following requirements: (A)
12 when, after removal of grips, stocks, and magazines, it is not as detectable as the Security Exemplar,
13 as defined in Section 922 of Title 18 of the United States Code, by walk-through metal detectors
14 calibrated and operated to detect the Security Exemplar; or (B) when any major component, as
15 defined in Section 922 of Title 18 of the United States Code, of which, when subjected to inspection
16 by the types of X-ray machines commonly used at airports, does not generate an image that
17 accurately depicts the shape of the component.

18 69. The term "UNINTENTIONAL FIRING" shall mean and refer to any discharge of
19 ammunition from a firearm that is not intended by the person in possession of the firearm.

20 70. The terms "YOU" and "YOUR" shall mean and refer to your corporate entity and any
21 of its accountants, advertising agencies, advisors, affiliates, agents, attorneys, consultants, directors,
22 divisions, employees, foreign parent companies, foreign subsidiaries, insurance companies,
23 investigators, joint ventures, managing agents, marketing firms, officers, parents, predecessors,
24 predecessor's partners, representatives, servants, subsidiaries, or successors, as well as any other
25 person or entity acting on your behalf. The terms "YOU" and "YOUR" shall also include the
26 accountants, advertising agencies, advisors, affiliates, agents, attorneys, consultants, directors,
27 divisions, employees, insurance companies, investigators, joint ventures, managing agents,
28 marketing firms, officers, parents, predecessors, predecessor's partners, representatives, servants,

1 subsidiaries, or successors of any of your foreign subsidiaries and/or foreign parent companies, as
2 well as any other person or entity acting on behalf of any of your foreign subsidiaries and/or foreign
3 parent companies.

4 71. The use of the singular form of any word includes the plural and vice versa.

5 **II. INSTRUCTIONS**

6 1. Unless otherwise specified, documents requested herein shall be those materials
7 prepared, issued, or published during, or which in any way deal with, the Relevant Time Period, and
8 shall include all portions or pages of each piece of material referred to and all attachments,
9 enclosures, appendices, and supporting documentation. Documents shall include all originals, copies
10 (with or without changes therein), drafts, working papers, routing slips, handwritten notices, and
11 similar materials.

12 2. Documents shall be deemed in your actual or constructive possession, custody or
13 control if they are in your physical custody, or if they are in the physical custody of any person, and
14 you:

- 15 (a) own such material in whole or in part;
- 16 (b) have a right by control, contract, statute or otherwise to use, inspect, examine
17 or copy such material;
- 18 (c) have an understanding, express or implied, that you may use, inspect, examine
19 or copy such materials on any terms; or
- 20 (d) have, as a practical matter, been able to use, inspect, examine or copy such
21 material when you saw fit to do so.

22 3. All documents shall be produced as they are kept in the usual course of business.

23 4. You must keep a record of the person or persons within your control who has or had
24 possession of the documents to be produced in response to the requests.

25 5. If you are unable to respond to a particular request after conducting a diligent search
26 to obtain the necessary documents, your response to the request shall state the circumstances which
27 prevent you from producing the requested documents and what has been and is being done to obtain
28 the documents. If any document to which you refer in your response has been destroyed, specify the

1 date and manner of destruction, the reason for destruction, the identity of the person who destroyed
2 the document, and the identity of the custodian of the document on the date and at the time of its
3 destruction. If any requested document was, but is no longer, in your possession, custody or control,
4 specify the circumstances surrounding the disposition of the document and the current or last known
5 custodian of the document.

6 6. Documents produced as they are kept in the usual course of business shall be
7 organized and labeled to identify any file number, file name, or any other file identification system
8 you utilize, as well as the location and custodian of such records. Additionally, these requests are
9 deemed to include a request to physically inspect any file drawer, filing cabinet, or any other storage
10 device where documents responsive to these requests are maintained at the time of the inspection
11 of such documents.

12 7. If any documents responsive to these requests are withheld under a claim of privilege,
13 you shall furnish a list identifying each such document and the specific privilege which is claimed,
14 as well as all information required to establish the existence of the privilege or privileges claimed,
15 including all of the following:

- 16 (a) the date(s) the document was created, sent and received;
- 17 (b) the name, the present or last known home and business addresses, the
18 telephone numbers, the title (or position), and the occupation of those persons who prepared,
19 produced or reproduced, or who are recipients of, the document;
- 20 (c) a description of the document sufficient to identify it without revealing the
21 information for which the privilege is claimed, which shall include the general subject matter and
22 the character of the document;
- 23 (d) the location of the document;
- 24 (e) the custodian of the document; and
- 25 (f) each and every fact or basis on which such privilege is claimed or on which
26 the document is otherwise withheld.

27 8. Notwithstanding the assertion of your objection, any requested document which you
28 object to furnishing but which nevertheless contains non-objectionable information which is

responsive to the request must be produced, with that portion of the document for which the objection is asserted redacted and identified accordingly.

9. All documents must be produced in their original folder, binder, or other cover or container. Whenever a document or group of documents is removed from a file folder, binder, file drawer, file box, notebook, or other cover or container, a copy of the label of such cover or other container must be attached to the document. With respect to each document or group of documents, identify the department or sub-division where each document or group of documents was located or the name of the individual from whose files the document or group of documents was produced.

10. These requests shall be deemed to be continuing and to require further and supplemental production if you obtain additional documents between the time of the initial production and the time of hearing or trial on this action.

11. Every document responsive to these requests shall be produced in its entirety without deletion or excisions (except as qualified by Instruction 8 above) regardless of whether you consider the entire document to be relevant or responsive to these requests.

III. RELEVANT TIME PERIOD

Unless otherwise indicated, these requests require the production of all documents which were generated during, refer to, or relate to the period from January 1, 1975, to the present.

IV. DOCUMENTS REQUESTED

REQUEST 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.

REQUEST NO. 2:

ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to testimony given by YOU regarding FIREARMS, including, but not limited to, deposition testimony OR trial

1 testimony in *Hamilton, et al. v. Accu-Tek, et al.*, United States District Court for the Eastern District
2 of New York, Civil No. CV-95-0049 (JBW) AND *Young v. Bryco Arms, et al.*, No. 98-L-6684
3 (Cook County Circuit Court, Ill.).

4 REQUEST NO. 3:

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

9 REQUEST NO. 4:

10 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY
11 civil OR criminal complaints filed in ANY federal OR state court OR lodged with ANY
12 administrative body that RELATE directly OR indirectly to FIREARMS in which YOU are OR were
13 named as a party.

14 REQUEST NO. 5:

15 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY
16 COMMUNICATIONS between YOU and ANY member OR committee of ANY legislative body
17 including, but not limited to, the United States Senate, United States House of Representatives, ANY
18 state legislature, OR ANY political subdivision of ANY state OR territory, regarding FIREARMS.

19 REQUEST NO. 6:

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

22 REQUEST NO. 7:

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

26 REQUEST NO. 8:

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

1 REQUEST NO. 9:

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

4 REQUEST NO. 10:

5 ALL DOCUMENTS, including, but not limited to, contracts, that IDENTIFY ANY
6 MANUFACTURER from whom YOU purchase FIREARMS.

7 REQUEST NO. 11:

8 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to
9 COMMUNICATIONS between YOU and ANY MANUFACTURER including, but not limited to,
10 COMMUNICATIONS regarding ATF TRACE REQUESTS.

11 REQUEST NO. 12:

12 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY
13 contracts between YOU and ANY MANUFACTURER.

14 REQUEST NO. 13:

15 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to any
16 COMMUNICATIONS between YOU and ANY MANUFACTURER.

17 REQUEST NO. 14:

18 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY
19 INVENTORY CONTROL YOU employ OR have employed regarding FIREARMS.

20 REQUEST NO. 15:

21 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY
22 discounts, financing, or payment options, including, but not limited to, bulk discounts offered to
23 YOU by ANY MANUFACTURER.

24 REQUEST NO. 16:

25 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY
26 COMMUNICATIONS between YOU and ANY MANUFACTURER, including, but not limited to,
27 Arcadia Machine & Tool, Inc., Bryco Arms, Inc., Davis Industries, Inc., Excel Industries, Inc.,
28 Lorcin Engineering Co., Inc., China North Industries, Phoenix Arms, Sundance Industries, Inc.,

1 Beretta U.S.A. Corp., Pietro Beretta Sp. A., Browning Arms Co., Carl Walther GmbH, Charter
2 Arms, Inc., Colt's Manufacturing Co., Inc., Forjas Taurus, S.A., Taurus International Manufacturing,
3 Inc., Glock, Inc., Glock GmbH, H&R 1871 Inc., Heckler & Koch, Inc., Kel-Tec CNC Industries,
4 Inc., MKS Supply Inc., Navegar, Inc., North American Arms, Inc., Sigarms, Inc., Smith and Wesson
5 Corp., S.W. Daniels, Inc., OR Sturm Ruger & Company, Inc.

6 REQUEST NO. 17:

7 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to the
8 termination of business dealings with ANY MANUFACTURER.

9 REQUEST NO. 18:

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

12 REQUEST NO. 19:

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

15 REQUEST NO. 20:

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

18 REQUEST NO. 21:

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

25 REQUEST NO. 22:

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

1 REQUEST NO. 23:

2 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to ANY
3 COMMUNICATIONS between YOU and ANY purchaser of ANY FIREARM, including, but not
4 limited to, DOCUMENTS regarding SAFETY DESIGNS, SAFETY DEVICES, SECURE GUN
5 STORAGE DEVICES, FIREARM SAFETY RISKS, AND FIREARM SAFETY FEATURES.

6 REQUEST NO. 24:

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

10 REQUEST NO. 25:

11 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to the sale
12 of FIREARMS at GUN SHOWS.

13 REQUEST NO. 26:

14 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to the sale
15 of FIREARMS sold OR distributed by YOU.

16 REQUEST NO. 27:

17 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY
18 MARKET RESEARCH regarding FIREARMS sold OR distributed by YOU.

19 REQUEST NO. 28:

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

22 REQUEST NO. 29:

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

25 REQUEST NO. 30:

26 ALL BROCHURES for ANY FIREARM sold OR distributed by YOU.
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1 REQUEST NO. 31:

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

6 REQUEST NO. 32:

7 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY
8 injuries or deaths caused by the use of ANY FIREARM sold OR distributed by YOU.

9 REQUEST NO. 33:

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

13 REQUEST NO. 34:

14 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the illegal sale OR use of
15 ANY FIREARM sold OR distributed by YOU OR ANY COMPETITOR, including, but not limited
16 to, ANY CRIMINAL USE of a FIREARM.

17 REQUEST NO. 35:

18 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the SECONDARY
19 MARKET for FIREARMS.

20 REQUEST NO. 36:

21 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the SCREENING of
22 potential purchasers of FIREARMS, including, but not limited to, POLICIES regarding the training
23 of purchasers of FIREARMS.

24 REQUEST NO. 37:

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

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28

1 REQUEST NO. 38:

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

3 REQUEST NO. 39:

4 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to YOUR marketing of
5 FIREARMS.

6 REQUEST NO. 40:

7 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY
8 distribution agreement for the sale of FIREARMS, including, but not limited to, ANY agreement
9 to sell, transfer, trade, OR supply any FIREARM sold OR distributed by YOU.

10 REQUEST NO. 41:

11 ALL price lists or other DOCUMENTS which REFLECT the wholesale OR suggested retail
12 price for ANY FIREARM sold OR distributed by YOU.

13 REQUEST NO. 42:

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

16 REQUEST NO. 43:

17 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the use of ANY ARMOR
18 PIERCING AMMUNITION with ANY FIREARM sold OR distributed by YOU OR ANY
19 COMPETITOR.

20 REQUEST NO. 44:

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

23 REQUEST NO. 45:

24 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to ANY SELECT FIRE
25 FIREARM sold OR distributed by YOU OR ANY COMPETITOR.

1 REQUEST NO. 46:

2 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to ANY SEMI-
3 AUTOMATIC FIREARM sold OR distributed by YOU OR ANY COMPETITOR which can be
4 CONVERTED to an AUTOMATIC FIREARM.

5 REQUEST NO. 47:

6 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY
7 method of distribution of ANY FIREARM sold OR distributed by YOU, including, but not limited
8 to, POLICIES regarding ANY MANUFACTURER from whom you receive FIREARMS AND
9 POLICIES regarding the number of FIREARMS YOU have received from ANY
10 MANUFACTURER.

11 REQUEST NO. 48:

12 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY
13 offer of monetary OR other incentives YOU have received from ANY MANUFACTURER.

14 REQUEST NO. 49:

15 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the return of FIREARMS
16 sold OR distributed by YOU.

17 REQUEST NO. 50:

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

23 REQUEST NO. 51:

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

1 REQUEST NO. 52:

2 ALL DOCUMENTS which CONSTITUTE, REFLECT, REFER to, OR RELATE to federal
3 FIREARMS licenses AND proof of federal FIREARMS licenses.

4 REQUEST NO. 53:

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

9 REQUEST NO. 54:

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

13 DATED this 4^m day of OCTOBER, 1999.

14 LOUISE H. RENNE
15 San Francisco City Attorney
16 PATRICK J. MAHONEY
17 Chief Trial Attorney
18 OWEN J. CLEMENTS
19 Chief of Special Litigation
20 D. CAMERON BAKER
21 INGRID M. EVANS
22 Deputy City Attorneys
23 1390 Market Street, 6th Floor
24 San Francisco, CA 94102-5408
25 Telephone: 415/554-3800

26 MILBERG WEISS BERSHAD
27 HYNES & LERACH LLP
28 MICHAEL J. DOWD
FRANK J. JANECEK, JR.
EX KANO S. SAMS II

24 
25 EX KANO S. SAMS II

26 600 West Broadway, Suite 1800
27 San Diego, CA 92101
28 Telephone: 619/231-1058

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13
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15
16
17
18
19
20
21
22
23
24
25
26
27
28

MILBERG WEISS BERSHAD
HYNES & LERACH LLP
PATRICK J. COUGHLIN
100 Pine Street, Suite 2600
San Francisco, CA 94111
Telephone: 415/288-4545

LIEFF, CABRASER, HEIMANN
& BERNSTEIN, LLP
RICHARD M. HEIMANN
ROBERT J. NELSON
BARRY R. HIMMELSTEIN
PIERCE GORE
MICHAEL W. SOBOL
275 Battery Street, 30th Floor
San Francisco, CA 94111-9333
Telephone: 415/956-1000

BUSHNELL, CAPLAN & FIELDING, LLP
ALAN M. CAPLAN
PHILIP NEUMARK
PAUL R. HOEBER
221 Pine Street, Suite 600
San Francisco, CA 94104-2715
Telephone: 415/217-3800

McCUE & McCUE
JONATHAN D. McCUE
CHARLES T. McCUE
600 West Broadway, Suite 930
San Diego, CA 92101
Telephone: 619/338-8136

COHEN, MILSTEIN, HAUSFELD
& TOLL, P.L.L.C.
STEVEN J. TOLL
999 Third Avenue, Suite 3600
Seattle, WA 98104
Telephone: 206/521-0080

SAMUEL L. JACKSON
Sacramento City Attorney
GLORIA ZARCO
Deputy City Attorney
980 9th Street, 10th Floor
Sacramento, CA 95814
Telephone: 916/264-5346

MANUEL ALBUQUERQUE
Berkeley City Attorney
MATTHEW J. OREBIC
Deputy City Attorney
1947 Center Street, 1st Floor
Berkeley, CA 94704

1 THOMAS F. CASEY, III
2 San Mateo County Counsel
3 BRENDA B. CARLSON
4 Deputy County Counsel
5 Office of the County Counsel
6 400 County Center
7 Redwood City, CA 94063
8 Telephone: 650/363-4760

9 RICHARD E. WINNIE
10 Alameda County Counsel
11 KRISTEN J. THORSNESS
12 Deputy County Counsel
13 Office of Alameda County Counsel
14 1221 Oak Street, Room 463
15 Oakland, CA 94612-4296
16 Telephone: 510/272-6700

17 JAYNE W. WILLIAMS
18 Oakland City Attorney
19 RANDOLPH W. HALL
20 Assistant City Attorney
21 JOYCE M. HICKS
22 R. MANUEL FORTES
23 J. PATRICK TANG
24 Deputy City Attorneys
25 One Frank Ogawa Plaza, 6th Floor
26 Oakland, CA 94612
27 Telephone: 510/238-3601

28 THOMPSON, LAWSON LLP
MICHAEL S. LAWSON
East Palo Alto City Attorney
1600 Broadway, Suite 250
Oakland, CA 94612
Telephone: 510/835-1600

CENTER TO PREVENT HANDGUN
VIOLENCE
DENNIS A. HENIGAN
BRIAN J. SIEBEL
JONATHAN E. LOWY
1225 Eye Street, N.W., Suite 1100
Washington, DC 20005
Telephone: 202/289-7319

DAVID KAIRYS, ESQ.
1719 North Broad Street
Philadelphia, PA 19122
Telephone: 215/204-8959

Attorneys for The People of The State of California,
et al.

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DECLARATION OF SERVICE BY MAIL

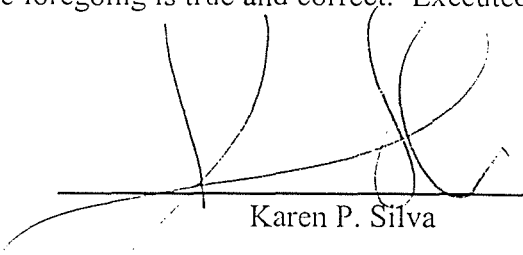
I, the undersigned, declare:

1. That declarant is and was, at all times herein mentioned, a citizen of the United States and a resident of the County of San Diego, over the age of 18 years, and not a party to or interest in the within action; that declarant's business address is 600 West Broadway, Suite 1800, San Diego, California 92101.

2. That on October 4, 1999, declarant served the document entitled THE PEOPLE OF THE STATE OF CALIFORNIA ET. AL.'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEALER AND DISTRIBUTOR DEFENDANTS by depositing a true copy thereof in a United States mailbox at San Diego, California in a sealed envelope with postage thereon fully prepaid and addressed to the parties listed on the attached Service List.

3. That there is a regular communication by mail between the place of mailing and the places so addressed.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 4th day of October, 1999, at San Diego, California.


Karen P. Silva

COUNSEL FOR PLAINTIFF(S)

Alan M. Caplan
Philip Neumark
Paul R. Hoeber
BUSHNELL, CAPLAN & FIELDING,
LLP
221 Pine Street, Suite 600
San Francisco, CA 94104-2715
415/217-3800
415/217-3820 (fax)

Patrick J. Coughlin
MILBERG WEISS BERSHAD HYNES &
LERACH LLP
100 Pine Street, Suite 2600
San Francisco, CA 94111
415/288-4545
415/288-4534 (fax)

Dennis A. Henigan
Jonathan E. Lowy
Brian J. Siebel
CENTER TO PREVENT HANDGUN
VIOLENCE
Legal Action Project
1225 Eye Street, N.W., Suite 1100
Washington, DC 20005
202/289-7319
202/898-0059 (fax)

Samuel L. Jackson
Gloria Zarco
CITY ATTORNEYS OFFICE
980 9th Street, 10th Floor
Sacramento, CA 95814
916/264-5346
916/264-7455 (fax)

Thomas F. Casey III
Brenda B. Carlson
OFFICE OF THE COUNTY COUNSEL
400 County Center
Redwood City, CA 94063
650/363-4760
650/363-4034 (fax)

Jonathan D. McCue
Charles McCue
MCCUE & MCCUE
600 West Broadway, Suite 930
San Diego, CA 92101
619/338-8136
619/338-0322 (fax)

Louise H. Renne
Patrick J. Mahoney
Owen J. Clements
CITY AND COUNTY OF SAN
FRANCISCO
Fox Plaza, 6th Floor
1390 Market Street
San Francisco, CA 94102-5408
415/554-3932
415/554-3837 (fax)

David Kairys
LAW OFFICE OF DAVID KAIRYS
1719 North Broad Street
Philadelphia, PA 19122
215/204-8959

Manuela Albuquerque
Matthew J. Orebic
CITY ATTORNEYS OFFICE
1947 Center Street, 1st Floor
Berkeley, CA 94704

Richard E. Winnie
Kristen J. Thorsness
OFFICE OF ALAMEDA COUNTY
COUNSEL
1221 Oak Street, Room 463
Oakland, CA 94612-4296
510/272-6700
510/272-5020 (fax)

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Page 2

COUNSEL FOR PLAINTIFF(S)

Jayne W. Williams
Randolph W. Hall
Joyce M. Hicks
DEPUTY CITY ATTORNEYS
One Frank Ogawa Plaza, 6th Floor
Oakland, CA 94612
510/238-3601
510/238-6500 (fax)

Michael J. Dowd
MILBERG WEISS BERSHAD HYNES &
LERACH LLP
600 West Broadway, Suite 1800
San Diego, CA 92101-5050
619/231-1058
619/231-7423 (fax)

Richard M. Heimann
Robert J. Nelson
LIEFF, CABRASER, HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 30th Floor
San Francisco, CA 94111
415/956-1000
415/956-1008 (fax)

COUNSEL FOR DEFENDANTS

Ralph W. Robinson
WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER, LLP
650 California Avenue
San Francisco, CA 94108
415/433-0990
415/434-1370 (fax)

Michael S. Lawson
East Palo Alto City Attorney
THOMPSON, LAWSON LLP
1600 Broadway, Suite 250
Oakland, CA 94612
510/835-1600
510/835-2077 (fax)

Richard S. Lewis
Joseph M. Sellers
Ari Karen
COHEN, MILSTEIN, HAUSFELD &
TOLL, P.L.L.C.
1100 New York Avenue, N.W.
West Tower, Suite 500
Washington, DC 20005-3964
202/408-4600
202/408-4699 (fax)

Diane T. Gorczyca
SEDGWICK, DETERT, MORAN &
ARNOLD
One Embarcadero Center
16th Floor
San Francisco, CA 94111-3765
415/781-7900
415/781-2635 (fax)

COUNSEL FOR DEFENDANTS

Carolyn Trokey
HAIGHT, BROWN & BONESTEEL, LLP
1620 - 26th Street
Suite 4000 North
Santa Monica, CA 90404
310/449-6000
310/829-5117 (fax)

Robert N. Tafoya
AKIN, GUMP, STRAUSS, HAUER &
FELD, LLP
2029 Century Park East
Suite 4150
Los Angeles, CA 90067
310/229-1000
310/229-1001 (fax)

James C. Sabalos
LAW OFFICE OF JAMES C. SABALOS
450 Newport Center Drive
Suite 530
Newport Beach, CA 92660
714/755-0194
714/755-0195 (fax)

Charles L. Coleman
HOLLAND & KNIGHT LLP
44 Montgomery Street, Suite 4050
San Francisco, CA 94104-4801
415/743-6900
415/743-6910 (fax)

Wendy E. Schultz
Norman J. Watkins
LYNBERG & WATKINS
888 S. Figueroa Street
16th Floor
Los Angeles, CA 90017
213/624-8700
213/892-2763 (fax)

Rex Heeseman
Lawrence J. Kouns
Christopher J. Healey
LUCE, FORWARD, HAMILTON &
SCRIPPS, LLP
777 South Figueroa, Suite 3600
Los Angeles, CA 90017
213/892-4992
213/892-7731 (fax)

Robert C. Gebhardt
Craig A. Livingston
SCHNADER, HARRISON, SEGAL &
LEWIS LLP
601 California Street
Suite 1200
San Francisco, CA 94108
415/364-6700
415/364-6785 (fax)

Steven A. Silver
LAW OFFICES OF STEVEN A. SILVER
1077 West Morton Avenue, Suite C
Porterville, CA 93257
559/782-1552
559/782-0364 (fax)

Michael St. Peter
D. Scott Shaffer
Charles S. Park
THE ST. PETER LAW GROUP
Three Embarcadero Center
Suite 2900
San Francisco, CA 94111
415/955-0700
415/955-0711 (fax)

Stephen C. Mancini
Susan L. Caldwell
KOLETSKY, MANCINI, FELDMAN &
MORROW
3460 Wilshire Blvd., 8th Floor
Los Angeles, CA 90010
213/427-2350

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Page 4

COUNSEL FOR DEFENDANTS

Charles F. Preuss

Karene I. Alvarado

PREUSS, WALKER & SHANAGHER, LLP

225 Bush Street, 16th Floor

San Francisco, CA 94104

415/397-1730

415/397-1735 (fax)

*