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9 Attorney for Defendant,
10 BRYCO ARMS

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN DIEGO

13 COORDINATION PROCEEDING
14 FIREARM CASE

15 INCLUDING ACTIONS:

16 PEOPLE, ETC. V. ARCADIA MACHINE &
17 TOOL

18 PEOPLE, ETC. V. ARCADIA MACHINE &
19 TOOL

20 PEOPLE, ETC. V. ARCADIA MACHINE &
21 TOOL

22 Plaintiffs,

JUDICIAL COUNCIL COORDINATION
PROCEEDINGS NO. 4095

SAN FRANCISCO SUPERIOR COURT
CASE NO.: 303753

LOS ANGELES SUPERIOR COURT
CASE NO. BC 210 894

LOS ANGELES SUPERIOR COURT
CASE NO. BC 214 794

DEFENDANT BRYCO ARMS RESPONSE
TO PLAINTIFFS' SPECIAL REQUEST
FOR PRODUCTION OF DOCUMENTS

23 PROPOUNDING PARTIES : PLAINTIFFS, THE PEOPLE OF THE STATE OF
24 CALIFORNIA
25 RESPONDING PARTY : DEFENDANT, BRYCO ARMS
26 SET NUMBER : SPECIAL

1/31/00

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

2 ALL ADVERTISEMENTS for ANY FIREARM manufactured by YOU.

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

4 Subject to all previously served objections, herein, and Bryco's understanding of the
5 December 16, 1999 agreement between the parties, Bryco further objects on the ground Bryco does
6 not undertake active advertisement in connection with the sale of its products. Any marketing or
7 advertisement undertaken are those made by distributors who issue purchase orders to Bryco and
8 which Bryco attempts to meet based upon market conditions. Bryco does not retain copies of such
9 advertisements by distributors, but to the extent it discovers a copy of the same, it will produce the
10 same.
11

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

14 ALL DOCUMENTS, including, but not limited to, contracts that IDENTIFY ANY
15 DISTRIBUTOR, DEALER, RETAILER or SELLER to WHOM YOU SELL FIREARMS.

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

17 Subject to all previously served objections incorporated, herein, and Bryco's understanding of
18 the December 16, 1999 agreement between the parties, Bryco would state:

19
20 Bryco has a long term relationship with three licensed distributors; namely: Valor, B. L.
21 Jennings, Inc. and Slims. Bryco has no written contract with these distributors. Licensed distributors
22 make telephonic or written purchase order requests and Bryco meets those requests when it is able to.
23 Bryco further objects to producing invoices for years (*i.e.*, since 1996, the agreed covered period) as
24 this would be too burdensome and would reveal proprietary and confidential information previously
25 objected to. Bryco would also object on the ground such information is irrelevant and not calculated
26 and/or likely to lead to relevant evidence.
27

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

2 ALL DOCUMENTS (or COMMUNICATIONS) that CONSTITUTE, REFLECT, REFER to,
3 OR RELATE to ANY COMMUNICATIONS between YOU and ANY FIREARMS trade
4 organization, including, but not limited to, the American Shooting Sports Council, Inc., the Hunting
5 and Shooting Sports Heritage Fund, Shooting Sports Foundation and the Sporting Arms and
6 Ammunition Manufacturers' Institute. (Limited to the NSSF, ASSC, and SAMMI for now.)
7

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

9 Subject to all previously served objections, herein, and Bryco's understanding of the
10 December 16, 1999 agreement between the parties, Bryco states the following: Bryco does not belong
11 and is not a member of the NSSF, ASSC, SAAMI, or the HSSH. To its knowledge, it has no such
12 records.
13

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

15 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the safe use and storage of
16 FIREARMS, including, but not limited to, DOCUMENTS regarding CHAMBER LOADED
17 INDICATORS, MAGAZINE DISCONNECT SAFETIES, PERSONALIZED GUN SYSTEMS,
18 SAFETY DESIGNS, SAFETY DEVICES, AND SECURE GUN STORAGE DEVICES. (ALL
19 DOCUMENTS that REFLECT, REFER to, OR RELATE to SAFETY DESIGNS, SAFETY
20 DEVICES, and FIREARM SAFETY FEATURES.)
21

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

23 Subject to all previously served objections, herein, and Bryco's understanding of the December
24 16, 1999 agreement between the parties, Bryco agrees to make available to Plaintiffs the above
25 referenced documents.
26
27
28

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

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

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

5 Subject to all previously served objections incorporated, herein, and Bryco's understanding of
6 the December 16, 1999 agreement between the parties, Bryco states:

7 Robinson v. Simon's Loan and Jewelry Co.
8 Superior Court for the County of San Diego
9 Case No. 697975, Model 380.

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

11 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to the SECONDARY
12 MARKET for FIREARMS.

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

14 Subject to all previously served objections incorporated, herein, and Bryco's understanding of
15 the December 16, 1999 agreement between the parties, Bryco further objects on the ground that it
16 would have to undertake a research and investigative effort to determine who sold what firearms to
17 whom, or whether a firearm was stolen. Further, Bryco asserts that State or Federal law enforcement
18 officials may keep these records to the extent they exist. Bryco, however, does not retain such
19 records, if they exist. Bryco also objects to the term "secondary market" as vague and ambiguous. If
20 by those terms, Plaintiffs mean the criminal component in their jurisdiction committing crimes with
21 lawfully sold products, Bryco would not have that information as it is not a law enforcement agency.
22 Accordingly, Bryco incorporates its Response to Interrogatory No. 56, herein, to further respond.
23
24

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

26 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to YOUR MARKETING of
27

1 FIREARMS.

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

3 Subject to all previously served objections, herein, and Bryco's understanding of the
4 December 16, 1999 agreement between the parties, Bryco further objects on the ground Bryco does
5 not undertake active advertisement in connection with the sale of its products. Any marketing or
6 advertisement undertaken are those made by distributors who issue purchase orders to Bryco and
7 which Bryco attempts to meet based upon market conditions. Same as 6 above. To the extent Bryco
8 Arms has a product catalogue and/or brochure for its models since 1995 through 1999, it will produce
9 same.
10

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

12 ALL DOCUMENTS that REFLECT, REFER to, OR RELATE to ANY distribution
13 agreement for the sale of FIREARMS, including, but not limited to, ANY agreement to sell, transfer,
14 trade, OR supply ANY FIREARM manufactured by YOU.
15

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

17 This Request is identical to Request No. 13. Accordingly, Bryco adopts all previously served
18 objections herein, and restates its Response to Request No. 13.
19

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

21 ALL DOCUMENTS that CONSTITUTE, REFLECT, REFER to, OR RELATE to ANY
22 method of distribution of ANY FIREARM manufactured by YOU, including, but not limited to,
23 POLICIES regarding the DISTRIBUTORS, DEALERS, RETAILERS, and SELLERS to whom you
24 supply ANY FIREARM manufactured by YOU and POLICIES regarding the number of FIREARMS
25 YOU furnished to ANY DISTRIBUTOR, DEALER, RETAILER, or SELLER.
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1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 56:**

2 Subject to all previously served objections, herein, and Bryco's understanding of the
3 December 16, 1999 agreement between the parties, Bryco states it does not have such documents, and
4 further, incorporates its Response to Interrogatory No. 56, herein. Bryco further incorporates its
5 Response to Request for Production No. 13. Bryco also incorporates, herein, its Response to
6 Interrogatory No. 56.
7

8 Dated: January 31, 2000

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10 **JAMES C. SABALOS**
11 Attorney for BRYCO ARMS
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VERIFICATION BY OFFICER OF CORPORATION

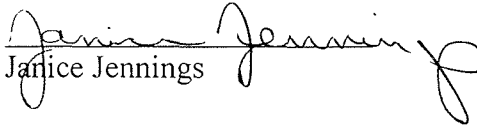
I, Janice Jennings, declare:

I am President of Bryco Arms, the answering defendant in this action, and make this verification on its behalf;

I have read the foregoing **Defendant Bryco Arms Response to Plaintiffs' Special Request for Production of Documents** and know the contents thereof. I am informed and believe that the matters stated therein are true and on that ground I allege that the matters stated therein are true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 31 day of January, 2000, at Costa Mesa, California.


Janice Jennings