

1 secondary and/or passive negligence and/or conduct of Cross-
2 Complainant; that Cross-Defendants, and each of them, are therefore
3 obligated to defend Cross-Complainant against the claims of
4 Plaintiff, to reimburse Cross-Complainant against the claims of
5 Plaintiff, to reimburse Cross-Complainant for necessary and
6 reasonable attorney's fees and costs incurred and paid by Cross-
7 Complainant in defending against all claims of Plaintiff, and to
8 indemnify Cross-Complainant for all sums which Cross-Complainant
9 may be compelled to pay as a result of any damage, judgment,
10 settlement, and/or other recovery by Plaintiff against Cross-
11 Complainant.

12 3. That in the event judgment is rendered in favor of
13 Plaintiff in the above-entitled action against Cross-Complainant
14 and Cross-Defendants, or any of them, on a finding that Cross-
15 Complainant and Cross-Defendants were each negligent, and/or
16 otherwise at fault, that the Court adjudge and decree that the
17 negligence and/or wrongful conduct of Cross-Defendants, or any of
18 them, shall be apportioned and that the Court make the resulting
19 judgment against the parties according to the apportioned
20 negligence and/or other fault and that Cross-Complainant be awarded
21 equitable, partial and comparative indemnification against Cross-
22 Defendants, and each of them;

23 4. For costs of suit herein;

24 5. For attorney fees incurred; and

25 6. For further relief as the Court may deem just and
26 proper.

27 ///

28 ///

1 DATED: August 6, 2003

McKAY, BYRNE & GRAHAM

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By 

MICHAEL A. BYRNE

JEFFREY CABOT MYERS

Attorneys for Defendant,

ROPER WHITNEY OF ROCKFORD, INC.

1 PROOF OF SERVICE

2 I am a resident of the State of California, over the age
3 of eighteen years, and not a party to the within action. My
4 business address is McKay, Byrne & Graham, 3250 Wilshire Boulevard,
5 Suite 603, Los Angeles, California 90010-1578. On August 6, 2003,
6 I served the within documents:

7 CROSS-COMPLAINT

8

9 by transmitting via facsimile the document(s) listed
10 above to the fax number(s) set forth below on this
11 date.

12

13 by placing the document(s) listed above in a sealed
14 envelope with postage thereon fully prepaid, in the
15 United States mail at Los Angeles, California
16 addressed as set forth below.

17

18 by personally delivering the document(s) listed above
19 to the person(s) at the address(es) set forth below.

20 DAVID P. BONACCORSI, ESQ.
21 BERNARD, BALGLEY & BONACCORSI
22 3900 NEWPARK MALL ROAD
23 THIRD FLOOR
24 NEWARK, CA 94560

CHRISTOPHER J. NEVIS, ESQ.
LEWIS, BRISBOIS, BISGAARD
& SMITH
ONE SANSOME ST., SUITE 1400
SAN FRANCISCO, CA 94104

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

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

Executed on August 6, 2003, at Los Angeles, California.



LARA TURNER



1 RALPH W. ROBINSON (State Bar No. 51436)
GARRETT E. DILLON (State Bar No. 216811)
2 WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP
3 650 California Street, 14th Floor
San Francisco, California 94108-2718
4 Telephone: (415) 433-0990
Facsimile: (415) 434-1370

5 Attorneys for Defendant and Cross-Defendant
6 MET-COIL SYSTEMS CORPORATION

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SAN MATEO

10 PHILLIPP PUNTERO)

Case No.: CIV 426369

11 Plaintiff,)

Judge Mark R. Forcum
Department 8

12 v.)

13 TYCO ELECTRONICS, INC., ROPER)
WHITNEY OF ROCKFORD, INC., and DOES)
14 1 to 100,)

**MET-COIL SYSTEMS CORPORATION'S
ANSWER TO ROPER WHITNEY OF
ROCKFORD, INC.'S CROSS-
COMPLAINT FOR EXPRESS AND
IMPLIED EQUITABLE INDEMNITY,
CONCURRENT TORTFEASORS AND
DECLARATORY RELIEF**

15 Defendants.)

16 ROPER WHITNEY OF ROCKFORD, INC.,)

17 Cross-Complainant,)

Trial date: December 1, 2003

18 v.)

19 MET-COIL SYSTEMS CORP., and DOES 1 to)
20 50, inclusive,)

21 Cross-Defendants.)

22
23 COMES NOW Defendant and Cross-Defendant MET-COIL SYSTEMS CORPORATION,
24 and answering Defendant and Cross-Complainant ROPER WHITNEY OF ROCKFORD, INC.'S
25 unverified Cross-Complaint for Express and Implied Equitable Indemnity, Concurrent Tortfeasors
26 and Declaratory Relief on file herein, alleges as follows:
27
28

COPY

1 1. Under the provisions of Section 431.30 of the California Code of Civil Procedure, each
2 and every allegation, and all the allegations, and each cause of action in the Cross-Complaint, and
3 the whole thereof, is denied; and it is expressly denied that as a direct and proximate result of any
4 act or omission on the part of this answering Cross-Defendant, that Cross-Complainant sustained
5 injury or damage in the amount alleged, or in any amount, or amounts, or at all. Additionally, this
6 answering Cross-Defendant denies that the Cross-Complainant is entitled to any relief from this
7 answering Cross-Defendant, whether as alleged in the Cross-Complaint, or otherwise, or at all.

8 2. This answering Cross-Defendant denies that it was negligent, or breached any duty or
9 warranties owed to Cross-Complainant, or that any products distributed by this Cross-Defendant
10 was defective, or that any act or omission on its part, or on the part of its agents, servants or
11 employees imputable or attributable to it, legally caused any injuries to Cross-Complainant, or
12 entitles the Cross-Complainant to the relief prayed for in the Cross-Complaint, whether as alleged
13 in the Cross-Complaint, or otherwise, or at all.

14 3. AS A FIRST AND SEPARATE AFFIRMATIVE DEFENSE to the Cross-Complaint
15 and each cause of action thereof, this answering Cross-Defendant alleges by way of a plea of
16 comparative negligence that the Cross-Complainant was negligent and careless in and about the
17 matters and activities alleged in the Cross-Complaint, including Cross-Complainant's operation,
18 use, care, maintenance, service and repair of the subject punch press, and that said carelessness and
19 negligence contributed to and were the proximate causes of the alleged injuries and damages, if any,
20 or, in the alternative, were the sole causes thereof, and that if Cross-Complainant is entitled to
21 recover damages against this Cross-Defendant by virtue of the Cross-Complaint, this Cross-
22 Defendant pray that said recovery be diminished or extinguished by reason of the negligence of the
23 Cross-Complainant in proportion to the degree of fault attributable to the Cross-Complainant.

24 4. AS A SECOND AND SEPARATE AFFIRMATIVE DEFENSE to the Cross-Complaint
25 and each cause of action thereof, this Cross-Defendant alleges that if the Cross-Complainant is
26 entitled to a joint judgment against this Cross-Defendant and any remaining cross-defendants, and
27 each of them, this Cross-Defendant prays that this Court order each of the judgment debtors to pay
28 to the Cross-Complainant their proportionate share of the joint judgment, the judgment debtor's

1 proportionate share having been determined by the trier of fact; and if this Cross-Defendant is
2 required to pay to the Cross-Complainant a disproportionate share of any joint judgment, this Cross-
3 Defendant prays leave of this Court to seek contribution by motion against any other judgment
4 debtor not paying the proportionate share allocated to any such cross-defendant by the trier of fact.

5 5. AS A THIRD AND SEPARATE AFFIRMATIVE DEFENSE to the Cross-Complaint
6 and each cause of action thereof, this Cross-Defendant alleges that as a result of the matter alleged,
7 plaintiff has received and will continue to receive workers' compensation benefits from his
8 employer or its insurance carrier, or both, in an amount not yet definitely ascertained and
9 determined; that the total amount of said payments are not yet known to this defendant and leave of
10 court will be sought to amend this answer when the amount is determined; that by virtue of Labor
11 Code Sections 3850 and 3852, and related sections said employer and its insurance carrier are
12 subrogated to the rights of the plaintiff for any and all monies plaintiff may receive from this
13 defendant up to the amount paid to said plaintiff; that the injuries and damages arose as a direct and
14 proximate result of the negligence and carelessness of the employer, and the employer and its
15 insurance carrier are not entitled to reimbursement for monies paid or to be paid to plaintiff; and in
16 the event of any judgment in favor of Cross-Complainant and against this Cross-Defendant, it
17 should be reduced by the amounts paid or to be paid to by the employer or its insurance carrier.

18 6. AS A FOURTH AND SEPARATE AFFIRMATIVE DEFENSE to the Cross-Complaint
19 and cause of action thereof, this Cross-Defendant alleges that the damages sustained, if any, were
20 either wholly or in part, negligently caused by persons, firms, corporations or entities other than this
21 answering Cross-Defendant, and said negligence is either imputed to Cross-Complainant by reason
22 of the relationship of said parties to one another and/or said negligence comparatively reduces the
23 percentage of fault, if any, of this answering Cross-Defendant.

24 7. AS A FIFTH AND SEPARATE AFFIRMATIVE DEFENSE to the Cross-Complaint
25 and each cause of action thereof, this answering Cross-Defendant alleges that at the time referred to
26 in said Cross-Complaint, and prior thereto, the product or products referred to in said Cross-
27 Complaint were misused and used in an improper and unforeseeable manner by Plaintiff, Cross-
28 Complainant, and by others, and that such misuse and improper use caused or contributed as a

1 proximate cause of the incident referred to in the Cross-Complaint and the injuries and damages
2 complained of, if any there were.

3 8. AS A SIXTH AND SEPARATE AFFIRMATIVE DEFENSE to the Cross-Complaint
4 and to each cause of action thereof, this answering Cross-Defendant alleges that the Cross-
5 Complainant did not give this answering Cross-Defendant timely notice of the alleged or any
6 alleged warranties with respect to the subject punch press.

7 9. AS A SEVENTH AND SEPARATE AFFIRMATIVE DEFENSE to the Cross-
8 Complaint and each cause of action thereof, this defendant is informed and believes and thereon
9 alleges that, if, in fact, Cross-Complainant was damaged in any manner whatsoever, that said
10 damage, if any, was a direct and proximate result of the intervening and superseding actions on the
11 part of other parties, and not this Cross-Defendant, and that such intervening and superseding
12 actions of said other parties bars recovery herein on behalf of Cross-Complainant.

13 10. AS AN EIGHTH AND SEPARATE AFFIRMATIVE DEFENSE to the Cross-
14 Complaint and each cause of action thereof this answering Cross-Defendant is informed and
15 believes, and therefore alleges, that Cross-Defendant is entitled to right of indemnification by
16 apportionment against all other parties and persons whose negligence contributed proximately to
17 the happening of the claimed incident or the alleged damages.

18 11. AS A NINTH AND SEPARATE AFFIRMATIVE DEFENSE to the Cross-Complaint
19 herein, and each cause of action thereof, this answering Cross-Defendant is informed and believes,
20 and therefore alleges, that Cross-Defendant is entitled to a right of contribution from the other
21 parties and/or any person whose negligence proximately contributed to the happening of the
22 claimed incident or alleged injuries if Cross-Complainant should receive a verdict against this
23 answering Cross-Defendant.

24 12. AS A TENTH AND SEPARATE AFFIRMATIVE DEFENSE to the Cross-Complaint
25 and each cause of action thereof, this Cross-Defendant alleges that liability, if any, for all
26 non-economic damages shall be allocated in direct proportion to each tortfeasor's percentage of
27 fault. Civil Code, Section 1431, et seq.

28

1 13. AS AN ELEVENTH AND SEPARATE AFFIRMATIVE DEFENSE to the Cross-
2 Complaint and each cause of action thereof, this answering Cross-Defendant alleges that Cross-
3 Complainant, Plaintiff, other defendants and cross-defendants in this action, and/or other persons or
4 entities who are not parties to the action modified, altered or failed to maintain the product which is
5 the subject matter of this litigation and that said modifications, alterations or failures to maintain
6 said product were the sole cause of the accident and of Cross-Complainant's damages as alleged in
7 the Cross-Complaint.

8 14. AS A TWELFTH AND SEPARATE AFFIRMATIVE DEFENSE to the Cross-
9 Complaint and each cause of action thereof, this answering Cross-Defendant alleges that Cross-
10 Complainant failed to abide by all conditions precedent to any recovery under the contract between
11 Cross-Complainant and Cross-Defendant.

12 WHEREFORE, answering Cross-Defendant prays that Cross-Complainant take nothing by
13 the Cross-Complaint; that answering Cross-Defendant be dismissed and have judgment for costs of
14 suit incurred herein; and for such further relief as this Court may deem just and proper.

15
16 Dated: August 18, 2003

17 WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

18
19 By: 

RALPH W. ROBINSON

GARRETT E. DILLON

Attorneys for Defendant and Cross-Defendant

MET-COIL SYSTEMS CORPORATION

1 DECLARATION OF SERVICE

2
3 I am a citizen of the United States, I am over the age of eighteen years not a party to the
4 within cause; I am employed in the City and County of San Francisco, California and my
5 business address is 650 California Street, 14th Floor San Francisco, California 94108. On this
6 date I served the following document(s):

7 **MET-COIL SYSTEMS CORPORTATION'S ANSWER TO ROPER WHITNEY OF
8 ROCKFORD, INC.'S CROSS-COMPLAINT FOR EXPRESS AND IMPLIED EQUITABLE
9 INDEMNITY, CONCURRENT TORTFEASORS AND DECLARATORY RELIEF**

10 on the party(ies) identified below, through their attorneys of record, by placing true copies
11 thereof in sealed envelopes addressed as shown below by the following means of service:

12 XX : **By First Class Mail** -- I caused each such envelope, with first class postage thereon fully
13 prepaid, to be deposited in a recognized place of deposit of the U.S. Mail in San Francisco,
14 California, for collection to the office of the addressee following ordinary business practices.

15 _____ : **By Personal Service** -- I caused each such envelope to be given to a courier messenger
16 who personally delivered each such envelope to the office of the address.

17 _____ : **By Overnight Courier** -- I caused each such envelope to be given to an overnight mail
18 service at San Francisco, California, to be hand delivered to the office of the addressee on the
19 next business day.

20 _____ : **Facsimile** -- (Only where permitted. Must consult CCP §1012.5 and California Rules of
21 Court 2001-2011. Also consult FRCP Rule 5(e). Not currently authorized in N.D.CA.)

22 Michael A. Byrne, Esq.
23 Jeffrey Cabot Myers, Esq.
24 McKAY, BYRNE & GRAHAM
25 3250 Wilshire Boulevard, Suite 603
26 Los Angeles, CA 90010-1578

27 David P. Bonaccorsi, Esq.
28 Bernard, Balgley & Bonaccorsi
3900 Newpark Mall Road, 3rd Floor
Newark, CA 94560

Attorney for Philipp Puntero

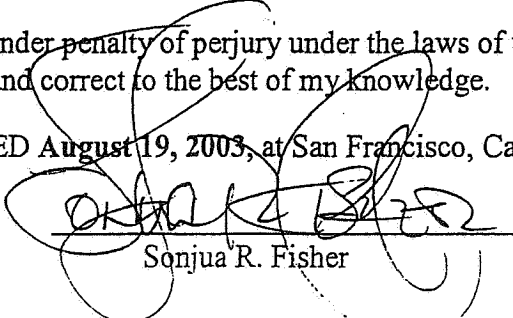
29 Tel: (213) 386-6900
30 Fax: (213) 381-1762
31 Attorney for Roper Whitney Of Rockford, Inc.

32 Christopher J. Nevis, Esq.
33 Lewis, Brisbois, Bisgaard & Smith
34 One Sansome Street, Suite 1400
35 San Francisco, CA 94104

36 Attorneys for Tyco Electronics, Inc.

37 I declare under penalty of perjury under the laws of the State of California that the
38 foregoing is true and correct to the best of my knowledge.

39 EXECUTED August 19, 2003, at San Francisco, California.

40 
41 Sonjua R. Fisher

42 PROOF OF SERVICE



1 MICHAEL A. BYRNE, (#42511)
JEFFREY CABOT MYERS, (#149052)
2 McKAY, BYRNE & GRAHAM
3250 Wilshire Boulevard, Suite 603
3 Los Angeles, CA 90010-1578
Telephone: (213) 386-6900
4 Facsimile: (213) 381-1762

5 Attorneys for Defendant
ROPER WHITNEY OF ROCKFORD, INC.

6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN MATEO

10
11 PHILIPP PUNTERO,
12 Plaintiff,
13 vs.

14 TYCO ELECTRONICS, INC., ROPER
WHITNEY OF ROCKFORD, INC., and
15 DOES 1 to 100,
16 Defendants.

Case No. CIV 426369

Judge Mark R. Forcum
Department 8

DEFENDANT ROPER WHITNEY OF
ROCKFORD, INC.'S RESPONSE TO
PLAINTIFF'S SPECIAL
INTERROGATORIES
[SET NO. ONE]

17
18
19 PROPOUNDING PARTY:

Plaintiff PHILIPP PUNTERO

20 RESPONDING PARTY:

Defendant ROPER WHITNEY OF
ROCKFORD, INC.

21
22 SET NO.

ONE/SPECIAL

23 Pursuant to Sections 2030 and 2016 of the California Code
24 of Civil Procedure, defendant ROPER WHITNEY OF ROCKFORD, INC.
25 hereby provides the following responses, without prejudice to
26 further discovery.

27 ///

28 ///

1 Each of the following responses is rendered and based
2 upon information in the possession of the responding party at the
3 time of the preparation of these responses. Discovery will
4 continue as long as permitted by statute or stipulation of the
5 parties, and the investigation of this responding party's attorneys
6 and agents will continue to and throughout the trial of this
7 action. We, therefore, specifically reserve the right at the time
8 of trial to introduce any evidence from any source which may
9 hereinafter be discovered and testimony from any witness whose
10 identity may hereinafter be discovered.

11 If any information has unintentionally been omitted from
12 these responses, the interrogated party reserves the right to apply
13 for relief so as to permit the insertion of the omitted data from
14 these responses.

15 We rely on well-established California authority to the
16 effect that interrogatories cannot unilaterally be denominated
17 continuing in nature and serve notice that we will not voluntarily
18 provide further responses to these interrogatories if additional
19 information is acquired by us after these responses are served.
20 (See: Smith v. Superior Court, 189 Cal.App.2d 6.)

21 These introductory comments shall apply to each and every
22 answer given herein, and shall be incorporated by reference as
23 though fully set forth in all of the responses appearing on the
24 following pages.

25 ///

26 ///

27 ///

28 ///

RESPONSES

1
2 1. Our attorneys, McKay, Byrne & Graham; Brian D.
3 McVey, c/o ROPER WHITNEY OF ROCKFORD, INC., 2833 Huffman Boulevard,
4 Rockford, Illinois 61103; Mr. McVey is only to be contacted through
5 counsel for Defendant ROPER WHITNEY OF ROCKFORD, INC.'s counsel,
6 Michael A. Byrne, McKay, Byrne & Graham, 3250 Wilshire Boulevard,
7 6th Floor, Los Angeles, California 90010.

8 2. We cannot answer this question as defined. However,
9 no as to this defendant. We believe Met-Coil Systems Corporation's
10 subsidiary "Roper Whitney" did so.

11 3. 102-4-88.

12 4. April, 1988.

13 5. HPR-Z610.

14 6. Upon information and belief, Met-Coil Systems
15 Corporation's subsidiary, "Roper Whitney".

16 7. Roger Benedict of Rockford, Illinois.

17 8. Perry Thomas last known to be located in Appleton,
18 Wisconsin; Rich Phillips, last known to be in Rockford, Illinois
19 and Brian D. McVey. There may have been other persons involved in
20 the design.

21 9. We are unclear as to what Plaintiff means by
22 "initially designed". The machine was released to production on
23 February 19, 1988.

24 10. ROPER WHITNEY OF ROCKFORD, INC. made no
25 modifications, however its predecessor did so as reflected in the
26 engineering change notices produced by this defendant in discovery.

27 11. ROPER WHITNEY OF ROCKFORD, INC. did not sell the
28 machine. We know the machine ended up at Raychem Corporation.

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF SAN MATEO

I have read the foregoing RESPONSES TO SPECIALLY PREPARED INTERROGATORIES, SET ONE and know its contents.

CHECK APPLICABLE PARAGRAPHS

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a partner a of ROPER WHITNEY OF ROCKFORD, INC.

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on July 14, 2003, at Rockford, IL, California.

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

Brian D. McVey

Type or Print Name

Signature

PROOF OF SERVICE

1013a (3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of, State of California.

I am over the age of 18 and not a party to the within action; my business address is:

On, I served the foregoing document described as

on in this action

by placing the true copies thereof enclosed in sealed envelopes addressed as stated on the attached mailing list:

by placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

BY MAIL

I deposited such envelope in the mail at, California.

The envelope was mailed with postage thereon fully prepaid.

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

Executed on, at, California.

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

Executed on, at, California.

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

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

Type or Print Name

Signature

(BY MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG)

(FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)

Legal Solutions Plus



1 **David P. Bonaccorsi, Esq. (State Bar No. 129042)**
2 **BERNARD, BALGLEY & BONACCORSI**
3 **3900 NewPark Mall Road, Third Floor**
4 **Newark, California 94560-5242**
5 **Telephone: (510) 791-1888**

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11 **Attorneys for Plaintiff**
12 **PHILIP PUNTERO**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA-UNLIMITED JURISDICTION
IN AND FOR THE COUNTY OF SAN MATEO

PHILIP PUNTERO

Plaintiff,

vs.

TYCO ELECTRONICS, INC., ROPER
WHITNEY OF ROCKFORD, INC., and DOES
1-100,

Defendants.

CASE NO. CIV 426369

PLAINTIFF PHILIP PUNTERO'S
SPECIALLY PREPARED
INTERROGATORIES UPON
DEFENDANT ROPER-WHITNEY OF
ROCKFORD, INC.

Propounding Party: Plaintiff PHILIP PUNTERO

Responding Party: Defendant ROPER WHITNEY OF ROCKFORD, INC.

Set Number: Set No. ONE

Plaintiff PHILIP PUNTERO hereby requests that you answer under oath pursuant to Code of Civil Procedure Section 2030 to the following interrogatories.

In answering these interrogatories, you must furnish all information as is known or available to you, regardless of whether this information is possessed directly by you or by YOUR agents, employees, representatives, investigators or by YOUR attorneys, or their agents, employees, representatives or investigators.

1 If any of these interrogatories cannot be answered in full, please answer to the extent
2 possible, specifying the reasons for YOUR inability to answer the remainder and stating whatever
3 information, knowledge or belief you do have concerning the unanswered portion.

4 DEFINITIONS

5 1. **IDENTIFY** When used with respect to a person who is an individual, "**IDENTIFY**"
6 means to state the following: the person's full name, last known business and home addresses and
7 last known business and home telephone numbers. With respect to an entity, "**IDENTIFY**" means to
8 state the following: the entity's full name, last known address and last known telephone number.
9 With respect to a document, "**IDENTIFY**" means to comply fully with the provisions of Code of
10 Civil Procedure Section 2030(f)(2).

11 2. **YOU** includes YOU, YOUR predecessors-in-interest, YOUR successors in interest,
12 YOUR agents, YOUR employees, YOUR insurance companies, their agents, their employees,
13 YOUR attorneys, YOUR accountants, YOUR investigators, and anyone else acting on YOUR
14 behalf.

15 3. **PERSON[S]** means and refers to any natural person, firm, sole proprietorship,
16 corporation, limited partnership, limited liability company, general partnership, association, joint
17 venture, business organization or governmental unit, trust, agency, department or division.

18 4. **DOCUMENTS** is used herein to include the originals and all copies of letters,
19 electronic mail ("e-mail"), telegrams, memoranda, reports, notes, summaries or records of telephone
20 conversations and personal conversations or interview, diary entries, expense vouchers, notebooks,
21 agreements, printed publications, drawings and sketches, graphs, charts, brochures, inter-office and
22 inter-company communications, promotional and advertising material, papers, articles, studies,
23 financial records, all other writings, photographs, slides and motion pictures, overhead projections,
24 sound reproductions or tape recordings, computer inputs and outputs, microfilms, microfiches, and
25 all marginal comments appearing on any such documents. The term "**DOCUMENT**" or
26 "documents" shall also include the files in which the documents are maintained.

1 5. **COMMUNICATION** means and refers to any transmission, transfer, conveyance or
2 exchange of meaning or information, opinions, questions, or comments of any kind, in any manners,
3 at any time or place and under any circumstances, whether by spoken or written language, including,
4 but not limited to facsimile, electronic, or other means of transmission or conveyance. The preceding
5 definitions apply to each interrogatory and are deemed incorporated in each of the following
6 interrogatories and instructions.

7 6. **COMPLAINT** means and refers to the civil complaint filed by Philip Puntero on or
8 about October 15, 2002 in the above-entitled action, bearing action number CIV 426369.

9 7. **INCIDENT** includes the circumstances and events surrounding the physical injuries
10 to the Plaintiff on or about October 19, 2001 from a Roper-Whitney "Profab" Punch Press giving
11 rise to this action as set forth in the **COMPLAINT**.

12 8. **ENTITY[IES]** means and refers to any firm, sole proprietorship, corporation, limited
13 partnership, limited liability company, general partnership, association, joint venture, business
14 organization or governmental unit, trust, agency, department or division, and includes any **PERSON**
15 acting on behalf of any such **ENTITY**.

16 9. **REFERRING OR RELATING TO** means and includes: constituting, evidencing,
17 memorializing, concerning, alluding to, responding to, connected with, commenting on, with respect
18 to, about, regarding, discussing, involving, showing, describing, reflecting, analyzing, evidencing or
19 comprising.

20 10. **SUBJECT PUNCH PRESS** shall refer to the Roper-Whitney "Profab" which
21 Plaintiff is informed and believes to be Model HPR-Z610, Serial #102-4-88 which Plaintiff alleges
22 was the Punch Press that gave rise to the **INCIDENT**.

23 11. **PROFAB PUNCH PRESS** shall refer to all punches presses of the same model or
24 class as the **SUBJECT PUNCH PRESS** which Plaintiff is informed and believes to be a Roper-
25 Whitney "Profab" HPR-Z610.

26 The preceding definitions apply to each interrogatory and are deemed incorporated in each of

1 the following interrogatories and instructions.

2 **INTERROGATORIES**

3 1. Please **IDENTIFY** (**IDENTIFY** When used with respect to a person who is an
4 individual, "**IDENTIFY**" means to state the following: the person's full name, last known business
5 and home addresses and last known business and home telephone numbers. With respect to an
6 entity, "**IDENTIFY**" means to state the following: the entity's full name, last known address and
7 last known telephone number. With respect to a document, "**IDENTIFY**" means to comply fully
8 with the provisions of Code of Civil Procedure Section 2030(f)(2).) the **PERSON(S)** (**PERSON(S)**)
9 means and refers to any natural person, firm, sole proprietorship, corporation, limited partnership,
10 limited liability company, general partnership, association, joint venture, business organization or
11 governmental unit, trust, agency, department or division), who answered these interrogatories,
12 including, if applicable, the position held in the defendants corporation?

13 2. Did **YOU** (**YOU** includes **YOU**, **YOUR** predecessors-in-interest, **YOUR** successors
14 in interest, **YOUR** agents, **YOUR** employees, **YOUR** insurance companies, their agents, their
15 employees, **YOUR** attorneys, **YOUR** accountants, **YOUR** investigators, and anyone else acting on
16 **YOUR** behalf) manufacture that certain **SUBJECT PUNCH PRESS** (**SUBJECT PUNCH PRESS**
17 shall refer to the Roper-Whitney "Profab" which Plaintiff is informed and believes to be Model
18 HPR-Z610, Serial #102-4-88 which Plaintiff alleges was the Punch Press that gave rise to the
19 **INCIDENT** (**INCIDENT** includes the circumstances and events surrounding the physical injuries
20 to the Plaintiff on or about October 19, 2001 from a Roper-Whitney "Profab" Punch Press giving
21 rise to this action as set forth in the **COMPLAINT** (**COMPLAINT** means and refers to the civil
22 complaint filed by Philip Puntero on or about October 15, 2002 in the above-entitled action, bearing
23 action number CIV 426369)?

24 3. What is the serial number of the **SUBJECT PUNCH PRESS**?

25 4. Please state the date of the manufacture of the **SUBJECT PUNCH PRESS**.

26 5. Please state the model type of the **SUBJECT PUNCH PRESS**.

1 6. Please **IDENTIFY** who manufactured the **PROFAB PUNCH PRESS (PROFAB**
2 **PUNCH PRESS** shall refer to all punches presses of the same model or class as the **SUBJECT**
3 **PUNCH PRESS** which Plaintiff is informed and believes to be a Roper-Whitney "Profab" HPR-
4 Z610.)

5 7. Please **IDENTIFY** the **PERSON[S]** who designed the **PROFAB PUNCH PRESS**.

6 8. Please **IDENTIFY** the **PERSON[S]** who participated in the design of the **PROFAB**
7 **PUNCH PRESS**.

8 9. Please state the date when the **PROFAB PUNCH PRESS** was initially designed.

9 10. Please state each and every modification, if any, **YOU** have made to the design of the
10 **PROFAB PUNCH PRESS**.

11 11. Please **IDENTIFY** the **PERSON[S]** or other **ENTITY (ENTITY[IES]** means and
12 refers to any firm, sole proprietorship, corporation, limited partnership, limited liability company,
13 general partnership, association, joint venture, business organization or governmental unit, trust,
14 agency, department or division, and includes any **PERSON** acting on behalf of any such **ENTITY**)
15 to whom **YOU** sold or distributed the **SUBJECT PUNCH PRESS**.

16 12. What is the date when the **PROFAB PUNCH PRESS** was first manufactured?

17 13. What is the date when the **PROFAB PUNCH PRESS** was first sold or distributed?

18 14. What is the date when the **PROFAB PUNCH PRESS** was first marketed?

19 15. If **YOU** did not manufacture the **SUBJECT PUNCH PRESS**, please **IDENTIFY**
20 the manufacturer of the **SUBJECT PUNCH PRESS**.

21 16. What is the date when the **SUBJECT PUNCH PRESS** was manufactured?

22 17. What is the date when the **SUBJECT PUNCH PRESS** was sold or distributed?

23 18. Please state the date the last **PROFAB PUNCH PRESS** was manufactured.

24 19. During what years inclusive have **YOU** marketed the **PROFAB PUNCH PRESS**?

25 20. If **YOU** have ceased to manufacture or market the **PROFAB PUNCH PRESS** please
26 state each and every reason why such manufacturing or marketing ceased.