PLAINTIFF CILKER APARTMENTS, LLC'S RESPONSES TO ALLIANCE BUILDING PRODUCTS, INC.'S FORM INTERROGATORIES, SET ONE

AND RELATED CROSS-ACTIONS

PROPONDING PARTY: Defendant, ALLIANCE BUILDING PRODUCTS, INC.

RESPONDING PARTY: Plaintiff, CILKER APARTMENTS, LLC

SET NO.: ONE
PREFATORY STATEMENT

This Responding Party has not fully completed its investigation of the facts relating to this case, has not completed discovery, and has not completed its preparation for trial or arbitration.

All of the responses contained herein are based only upon such information documents as are presently available to and specifically known to this Responding Party and disclose only those contentions which presently occur to such Responding Party.

It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts and add meaning to known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the contentions herein set forth.

The following responses are given without prejudice to Responding Party's right to produce evidence of any subsequently discovered act or fact which this Responding Party may later recall. This Responding Party accordingly reserves the right to change any and all answers herein set forth as additional facts are ascertained, analyses are made, legal research is completed, and contentions are made. The responses contained herein are made in a good faith effort to supply as much factual information and as much specification of legal contentions as are presently known, but should in no way be to the prejudice of this Responding Party in relation to further discovery, research or analysis.

FORM INTERROGATORY NO. 1.1:

State the name, ADDRESS, telephone number, and relationship to you of each PERSON who prepared or assisted in the preparation of the responses to these interrogatories. (Do not identify anyone who simply typed or reproduced the responses.)

RESPONSE TO FORM INTERROGATORY NO. 1.1:

Robinson & Wood, Inc. 227 N. First St., San Jose, CA 95113. (408) 298-7120.

FORM INTERROGATORY NO. 4.1:

At the time of the INCIDENT, was there in effect any policy of insurance through which you were or might be insured in any manner (for example, primary, pro-rata, or excess liability
coverage or medical expense coverage) for the damages, claims, or actions that have arisen out of the INCIDENT? If so, for each policy state:

   (a) the kind of coverage;
   (b) the name and ADDRESS of the insurance company;
   (c) the name, ADDRESS, and telephone number of each named insured;
   (d) the policy number;
   (e) the limits of coverage for each type of coverage contained in the policy;
   (f) whether any reservation of rights or controversy or coverage dispute exists between you and the insurance company; and
   (g) the name, ADDRESS, and telephone number of the custodian of the policy.

RESPONSE TO FORM INTERROGATORY NO. 4.1:

   Objection: Vague and ambiguous as phrased in the context of this litigation. This interrogatory is not relevant to the subject matter of this case and not likely to lead to the discovery of admissible evidence. There is no affirmative claim being made against Responding Party in this litigation. Without waiving these objections, Responding Party responds as follows:

   Not applicable.

FORM INTERROGATORY NO. 4.2:

   Are you self-insured under any statute for the damages, claims, or actions that have arisen out of the INCIDENT? If so, specify the statute.

RESPONSE TO FORM INTERROGATORY NO. 4.2:

   Objection: Vague and ambiguous as phrased in the context of this litigation. This interrogatory is not relevant to the subject matter of this case and not likely to lead to the discovery of admissible evidence. There is no affirmative claim being made against Responding Party in this litigation. Without waiving these objections, Responding Party responds as follows:

   Not applicable.

FORM INTERROGATORY NO. 7.1:

   Do you attribute any loss of or damage to a vehicle or other property to the INCIDENT? If so, for each item of property:
(a) describe the property;
(b) describe the nature and location of the damage to the property;
(c) state the amount of damage you are claiming for each item of property and how the amount was calculated; and
(d) if the property was sold, state the name, ADDRESS, and telephone number of the seller, the date of sale, and the sale price.

RESPONSE TO FORM INTERROGATORY NO. 7.1:

Objection. This interrogatory is not applicable to a complex construction defect action involving multiple parties and damage issues, and is therefore vague, ambiguous, uncertain, and overly broad. It further calls for Responding Party to summarize voluminous documents and materials equally available to Propounding Party. Further, this interrogatory seeks information actually protected and potentially protected by the mediation, attorney work product and attorney-client privileges, including but not limited to expert consultant opinions, reports, damage analysis, and other opinions which are not discoverable at this time. (See Nacht & Lewis Architects, Inc. v. Superior Court (1996) 47 Cal. App. 4th 214). This interrogatory is also improper as it would require the premature disclosure of expert opinion. All communications, opinions and other related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. (See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834).

Without waiving said objections, Responding Party answers as follows:

Responding Party has suffered substantial property damage and other resulting losses to the subject property as a result of deficiencies in the design and construction of their property by the defendants and cross-defendants herein. Discovery into these defects, breaches, damages and repair thereof is ongoing. Propounding Party is referred to Responding Party's Statement of Claim, dated February 12, 2016. As well, please see Responding Party's Cost of Repair dated April 29, 2016.
As well, please see the deposition testimony of Plaintiff's experts, Mr. Richard Avelar, Mr. Chuck Peterson, Mr. James Mahaney, Mr. Richard Ordonez, and Mr. Greg Cole.

Discovery is continuing, and Responding Party reserves the right to alter, amend, supplement and change its response as situations dictate, and to introduce into evidence at trial all evidence which may exist is support of its claims at that time.

**FORM INTERROGATORY NO. 7.2:**

Has a written estimate or evaluation been made for any item of property referred to in your answer to the preceding interrogatory? If so, for each estimate or evaluation state:

(a) the name, ADDRESS, and telephone number of the PERSON who prepared it and the date prepared;

(b) the name, ADDRESS, and telephone number of each PERSON who has a copy of it; and

(c) the amount of damage stated.

**RESPONSE TO FORM INTERROGATORY NO. 7.2:**

Objection. This interrogatory is not applicable to a complex construction defect action involving multiple parties and damage issues, and is therefore vague, ambiguous, uncertain, and overly broad. It further calls for Responding Party to summarize voluminous documents and materials equally available to Propounding Party. Further, this interrogatory seeks information actually protected and potentially protected by the mediation, attorney work product and attorney-client privileges, including but not limited to expert consultant opinions, reports, damage analysis, and other opinions which are not discoverable at this time. *(See Nacht & Lewis Architects, Inc. v. Superior Court* (1996) 47 Cal. App. 4th 214). This interrogatory is also improper as it would require the premature disclosure of expert opinion. All communications, opinions and other related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. *(See Williamson v. Superior Court* (1978) 21 Cal. 3d 829, 834).

Without waiving said objections, Responding Party answers as follows:
Responding Party has suffered substantial property damage and other resulting losses to
the subject property as a result of deficiencies in the design and construction of their property by
the defendants and cross-defendants herein. Discovery into these defects, breaches, damages and
repair thereof is ongoing. Propounding Party is referred to Responding Party's Statement of
Claim, dated February 12, 2016. As well, please see Responding Party's Cost of Repair dated
April 29, 2016.

As well, please see the deposition testimony of Plaintiff's experts, Mr. Richard Avelar, Mr.
Chuck Peterson, Mr. James Mahaney, Mr. Richard Ordonez, and Mr. Greg Cole.

Discovery is continuing, and Responding Party reserves the right to alter, amend, supplement and change its response as situations dictate, and to introduce into evidence at trial all evidence which may exist is support of its claims at that time.

FORM INTERROGATORY NO. 7.3:

Has any item of property referred to in your answer to interrogatory 7.1 been repaired? If so, for each item state:

(a) the date repaired;
(b) a description of the repair;
(c) the repair cost;
(d) the name, ADDRESS, and telephone number of the PERSON who repaired it;
(e) the name, ADDRESS, and telephone number of the PERSON who paid for the repair.

RESPONSE TO FORM INTERROGATORY NO. 7.3:

Objection. This interrogatory is not applicable to a complex construction defect action involving multiple parties and damage issues, and is therefore vague, ambiguous, uncertain, and overly broad. It further calls for Responding Party to summarize voluminous documents and materials equally available to Propounding Party. Further, this interrogatory seeks information actually protected and potentially protected by the mediation, attorney work product and attorney-client privileges, including but not limited to expert consultant opinions, reports, damage analysis, and other opinions which are not discoverable at this time. (See Nacht & Lewis Architects, Inc. v.
Superior Court (1996) 47 Cal. App. 4th 214). This interrogatory is also improper as it would require the premature disclosure of expert opinion. All communications, opinions and other related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. (See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834).

Without waiving said objections, Responding Party answers as follows:

Responding Party has suffered substantial property damage and other resulting losses to the subject property as a result of deficiencies in the design and construction of their property by the defendants and cross-defendants herein. Discovery into these defects, breaches, damages and repair thereof is ongoing. Propounding Party is referred to Responding Party's Statement of Claim, dated February 12, 2016. As well, please see Responding Party's Cost of Repair dated April 29, 2016.

As well, please see the deposition testimony of Plaintiff's experts, Mr. Richard Avelar, Mr. Chuck Peterson, Mr. James Mahaney, Mr. Richard Ordonez, Ms. Lucy Chung, and Mr. Greg Cole.

Responding Party has retained experts to repair and stabilize the subject property for some time following the discovery of damages in 2013. Responding Party has deposited into the Document Depository materials, including plans, specifications, billings and other documents pertaining to this work, and Propounding Party is referred to those documents. Reference is also made to the current and Preliminary Statement of Claim, which lists, as of the dates of the document, updates on the amounts spend to date.

In addition, Responding Party has commenced extensive repairs to Units B-319, Unit B-333 and Stair 7 at Building B, shoring and other repairs at Building A and B, including significant shoring to elevated walkways and private balcony decks, and to podium drains in Building B.

Discovery is continuing, and Responding Party reserves the right to alter, amend, supplement and change its response as situations dictate, and to introduce into evidence at trial all evidence which may exist is support of its claims at that time.
FORM INTERROGATORY NO. 8.1:

Do you attribute any loss of income or earning capacity to the INCIDENT? (If your answer is "no," do not answer interrogatories 8.2 through 8.8).

RESPONSE TO FORM INTERROGATORY NO. 8.1:

Objection. This interrogatory is not applicable to a complex construction defect action involving multiple parties and damage issues, and is therefore vague, ambiguous, uncertain, and overly broad. It further calls for Responding Party to summarize voluminous documents and materials equally available to Propounding Party. Further, this interrogatory seeks information actually protected and potentially protected by the mediation, attorney work product and attorney-client privileges, including but not limited to expert consultant opinions, reports, damage analysis, and other opinions which are not discoverable at this time. (See Nacht & Lewis Architects, Inc. v. Superior Court (1996) 47 Cal. App. 4th 214). This interrogatory is also improper as it would require the premature disclosure of expert opinion. All communications, opinions and other related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. (See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834).

Without waiving said objections, Responding Party answers as follows:

Yes. Responding Party has suffered substantial property damage and other resulting losses to the subject property as a result of deficiencies in the design and construction of their property by the defendants and cross-defendants herein. Discovery into these defects, breaches, damages and repair thereof is ongoing. Propounding Party is referred to Responding Party's Statement of Claim, dated February 12, 2016. As well, please see Responding Party's Cost of Repair dated April 29, 2016.

As well, please see the deposition testimony of Plaintiff's experts, Mr. Richard Avelar, Mr. Chuck Peterson, Mr. James Mahaney, Mr. Richard Ordonez, Ms. Lucy Chung, and Mr. Greg Cole. Responding Party has suffered economic losses as a result of Defendants' and Cross-Defendants' conduct, including loss of rental income, diminution in value and other losses in
Plaintiff has, and will continue, to deposit into the Document depository documents which reflect income generated by the subject project.

Discovery is continuing, and Responding Party reserves the right to alter, amend, supplement and change its response as situations dictate, and to introduce into evidence at trial all evidence which may exist in support of its claims at that time.

**FORM INTERROGATORY NO. 8.7:**
State the total income you have lost to date as a result of the INCIDENT and how the amount was calculated.

**RESPONSE TO FORM INTERROGATORY NO. 8.7:**
Objection. This interrogatory is not applicable to a complex construction defect action involving multiple parties and damage issues, and is therefore vague, ambiguous, uncertain, and overly broad. It further calls for Responding Party to summarize voluminous documents and materials equally available to Propounding Party. Further, this interrogatory seeks information actually protected and potentially protected by the mediation, attorney work product and attorney-client privileges, including but not limited to expert consultant opinions, reports, damage analysis, and other opinions which are not discoverable at this time. (See Nacht & Lewis Architects, Inc. v. Superior Court (1996) 47 Cal. App. 4th 214). This interrogatory is also improper as it would require the premature disclosure of expert opinion. All communications, opinions and other related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. (See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834).

Without waiving said objections, Responding Party answers as follows:

Responding Party has suffered substantial property damage and other resulting losses to the subject property as a result of deficiencies in the design and construction of their property by the defendants and cross-defendants herein. Discovery into these defects, breaches, damages and repair thereof is ongoing. Propounding Party is referred to Responding Party's Statement of
Claim, dated February 12, 2016. As well, please see Responding Party's Cost of Repair dated April 29, 2016.

As well, please see the deposition testimony of Plaintiff's experts, Mr. Richard Avelar, Mr. Chuck Peterson, Mr. James Mahaney, Mr. Richard Ordonez, Ms. Lucy Chung, and Mr. Greg Cole.

Responding Party has suffered economic losses as a result of Defendants' and Cross-Defendants' conduct, including loss of rental income, diminution in value and other losses in accordance with proof as a result of the construction deficiencies present at the subject property.

Plaintiff has, and will continue, to deposit into the Document depository documents which reflect income generated by the subject project.

Discovery is continuing, and Responding Party reserves the right to alter, amend, supplement and change its response as situations dictate, and to introduce into evidence at trial all evidence which may exist in support of its claims at that time.

**FORM INTERROGATORY NO. 8.8:**

Will you lose income in the future as a result of the INCIDENT? If so, state:

(a) the facts upon which you base this contention;

(b) an estimate of the amount;

(c) an estimate of how long you will be unable to work; and

(d) how the claim for future income is calculated.

**RESPONSE TO FORM INTERROGATORY NO. 8.8:**

Objection. This interrogatory is not applicable to a complex construction defect action involving multiple parties and damage issues, and is therefore vague, ambiguous, uncertain, and overly broad. It further calls for Responding Party to summarize voluminous documents and materials equally available to Propounding Party. Further, this interrogatory seeks information actually protected and potentially protected by the mediation, attorney work product and attorney-client privileges, including but not limited to expert consultant opinions, reports, damage analysis, and other opinions which are not discoverable at this time. (*See Nacht & Lewis Architects, Inc. v. Superior Court* (1996) 47 Cal. App. 4th 214). This interrogatory is also improper as it would require the premature disclosure of expert opinion. All communications, opinions and other
related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. (See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834).

Without waiving said objections, Responding Party answers as follows:

Yes. Responding Party has suffered substantial property damage and other resulting losses to the subject property as a result of deficiencies in the design and construction of their property by the defendants and cross-defendants herein. Discovery into these defects, breaches, damages and repair thereof is ongoing. Propounding Party is referred to Responding Party's Statement of Claim, dated February 12, 2016. As well, please see Responding Party's Cost of Repair dated April 29, 2016.

As well, please see the deposition testimony of Plaintiff's experts, Mr. Richard Avelar, Mr. Chuck Peterson, Mr. James Mahaney, Mr. Richard Ordonez, Ms. Lucy Chung, and Mr. Greg Cole.

Responding Party will lose future income as a result of Defendants' and Cross-Defendants' conduct, including loss of rental income, diminution in value and other losses in accordance with proof as a result of the construction deficiencies present at the subject property. Plaintiff has, and will continue, to deposit into the Document depository documents which reflect income generated by the subject project.

Discovery is continuing, and Responding Party reserves the right to alter, amend, supplement and change its response as situations dictate, and to introduce into evidence at trial all evidence which may exist is support of its claims at that time.

FORM INTERROGATORY NO. 9.1:

Are there any other damages that you attribute to the INCIDENT? If so, for each item of damage state:

(a) the nature;

(b) the date it occurred;

(c) the amount; and
(d) the name, ADDRESS, and telephone number of each PERSON to whom an obligation was incurred.

RESPONSE TO FORM INTERROGATORY NO. 9.1:

Objection. This interrogatory is not applicable to a complex construction defect action involving multiple parties and damage issues, and is therefore vague, ambiguous, uncertain, and overly broad. It further calls for Responding Party to summarize voluminous documents and materials equally available to Propounding Party. Further, this interrogatory seeks information actually protected and potentially protected by the mediation, attorney work product and attorney-client privileges, including but not limited to expert consultant opinions, reports, damage analysis, and other opinions which are not discoverable at this time. (See Nacht & Lewis Architects, Inc. v. Superior Court (1996) 47 Cal. App. 4th 214). This interrogatory is also improper as it would require the premature disclosure of expert opinion. All communications, opinions and other related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. (See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834).

Without waiving said objections, Responding Party answers as follows:

Yes. Responding Party has suffered substantial property damage and other resulting losses to the subject property as a result of deficiencies in the design and construction of their property by the defendants and cross-defendants herein. Discovery into these defects, breaches, damages and repair thereof is ongoing. Propounding Party is referred to Responding Party's Statement of Claim, dated February 12, 2016. As well, please see Responding Party's Cost of Repair dated April 29, 2016.

As well, please see the deposition testimony of Plaintiff's experts, Mr. Richard Avelar, Mr. Chuck Peterson, Mr. James Mahaney, Mr. Richard Ordonez, Ms. Lucy Chung, and Mr. Greg Cole.

Responding Party has suffered economic losses as a result of Defendants' and Cross-Defendants' conduct, including loss of rental income, diminution in value and other losses in accordance with proof as a result of the construction deficiencies present at the subject property.
Plaintiff has, and will continue, to deposit into the Document depository documents which reflect income generated by the subject project.

Responding Party has incurred substantial fees and costs to investigate the defects at the property (Stearman Costs) in an amount previously disclosed. These fees and costs are continuing.

Discovery is continuing, and Responding Party reserves the right to alter, amend, supplement and change its response as situations dictate, and to introduce into evidence at trial all evidence which may exist is support of its claims at that time.

FORM INTERROGATORY NO. 9.2:

Do any DOCUMENTS support the existence or amount of any item of damages claimed in interrogatory 9.1? If so, describe each document and state the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT.

RESPONSE TO FORM INTERROGATORY NO. 9.2:

Objection. This interrogatory is not applicable to a complex construction defect action involving multiple parties and damage issues, and is therefore vague, ambiguous, uncertain, and overly broad. It further calls for Responding Party to summarize voluminous documents and materials equally available to Propounding Party. Further, this interrogatory seeks information actually protected and potentially protected by the mediation, attorney work product and attorney-client privileges, including but not limited to expert consultant opinions, reports, damage analysis, and other opinions which are not discoverable at this time. (See Nacht & Lewis Architects, Inc. v. Superior Court (1996) 47 Cal. App. 4th 214). This interrogatory is also improper as it would require the premature disclosure of expert opinion. All communications, opinions and other related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. (See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834).

Without waiving said objections, Responding Party answers as follows:

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Yes. Please see documents produced by Responding Party to the Document Depository.

As well, please see the deposition transcripts of Plaintiff's experts, Mr. Richard Avelar, Mr. Chuck Peterson, Mr. James Mahaney, Mr. Richard Ordonez, Ms. Lucy Chung, and Mr. Greg Cole.

Responding Party has suffered substantial property damage and other resulting losses to the subject property as a result of deficiencies in the design and construction of their property by the defendants and cross-defendants herein. Discovery into these defects, breaches, damages and repair thereof is ongoing. Propounding Party is referred to Responding Party's Statement of Claim, dated February 12, 2016. As well, please see Responding Party's Cost of Repair dated April 29, 2016.

Responding Party has suffered economic losses as a result of Defendants' and Cross-Defendants' conduct, including loss of rental income, diminution in value and other losses in accordance with proof as a result of the construction deficiencies present at the subject property. Plaintiff has, and will continue, to deposit into the Document depository documents which reflect income generated by the subject project.

Discovery is continuing, and Responding Party reserves the right to alter, amend, supplement and change its response as situations dictate, and to introduce into evidence at trial all evidence which may exist in support of its claims at that time.

**FORM INTERROGATORY NO. 11.1:**

Except for this action, in the past 10 years have you filed an action or made a written claim or demand for compensation for your personal injuries? If so, for each action, claim, or demand state:

(a) the date, time, and place and location (closest street ADDRESS or intersection) of the INCIDENT giving rise to the action, claim, or demand;

(b) the name, ADDRESS, and telephone number of each PERSON against whom the claim or demand was made or the action filed;

(c) the court, names of the parties, and case number of any action filed;

(d) the name, ADDRESS, and telephone number of any attorney representing you;

(e) whether the claim or action has been resolved or is pending; and
(f) a description of the injury.

RESPONSE TO FORM INTERROGATORY NO. 11.1:

This interrogatory is not applicable as Responding Party is not seeking damages for any personal injuries.

FORM INTERROGATORY NO. 12.1:

State the name, ADDRESS, and telephone number of each individual:

(a) who witnessed the INCIDENT or the events occurring immediately before or after the INCIDENT;

(b) who made any statement at the scene of the INCIDENT;

(c) who heard any statements made about the INCIDENT by any individual at the scene; and

(d) who YOU OR ANYONE ACTING ON YOUR BEHALF claim has knowledge of the INCIDENT (except for expert witnesses covered by Code of Civil Procedure section 2034).

RESPONSE TO FORM INTERROGATORY NO. 12.1:

Objection. This interrogatory is overly broad, unintelligible, vague and ambiguous in the context of a construction defect action. These interrogatories are drafted for single event accident cases and the like, not the subject litigation. Furthermore, this interrogatory seeks information potentially protected by the mediation, attorney work product and attorney-client privileges (See Nacht & Lewis Architects, Inc. v. Superior Court (1996) 47 Cal. App. 4th 214).

Further, all communications, opinions and other related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. (See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834). Responding Party also objects to this interrogatory because it calls for the premature disclosure of expert witness information.

Without waiving said objections, this Responding Party answers as follows:

A response to this interrogatory in the context of a construction defect action is nearly impossible. However, Responding Party did not learn of the severe defects and damages present...
at the Subject Property until 2013 when it was alerted to the presence of wide spread decay and
damage after certain portions of the building were opened up following the discovery of
discoloration around stucco cracks. In August, 2014, destructive testing at the Subject Property
disclosed further damage and defects at the development. None of the conditions uncovered at the
Subject Property during destructive testing in 2013 and 2014 were open, exposed, or evident, nor
were they apparent by a reasonable inspection on the part of Plaintiff.

FORM INTERROGATORY NO. 12.2:

Have YOU OR ANYONE ACTING ON YOUR BEHALF interviewed any individual
concerning the INCIDENT? If so, for each individual state:

(a) the name, ADDRESS, and telephone number of the individual interviewed;
(b) the date of the interview; and
(c) the name, ADDRESS and telephone number of the PERSON who conducted the
interview.

RESPONSE TO FORM INTERROGATORY NO. 12.2:

Objection. This interrogatory is overly broad, unintelligible, vague and ambiguous in the
context of a construction defect action. These interrogatories are drafted for single event accident
cases and the like, not the subject litigation. Furthermore, this interrogatory seeks information
potentially protected by the mediation, attorney work product and attorney-client privileges (See

Further, all communications, opinions and other related work or statements provided by
this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis,
evaluation and assessment of any aspect of this litigation are protected from discovery and
disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq.
(See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834). Responding Party also objects to
this interrogatory because it calls for the premature disclosure of expert witness information.

Without waiving said objections, this Responding Party answers as follows:

No.
FORM INTERROGATORY NO. 12.3:

Have YOU OR ANYONE ACTING ON YOUR BEHALF obtained a written or recorded statement from any individual concerning the INCIDENT? If so, for each statement state:

(a) the name, ADDRESS, and telephone number of the individual from whom the statement was obtained;
(b) the name, ADDRESS, and telephone number of the individual who obtained the statement;
(c) the date the statement was obtained; and
(d) the name, ADDRESS, and telephone number of each PERSON who has the original statement or a copy.

RESPONSE TO FORM INTERROGATORY NO. 12.3:

Objection. This interrogatory is overly broad, unintelligible, vague and ambiguous in the context of a construction defect action. These interrogatories are drafted for single event accident cases and the like, not the subject litigation. Furthermore, this interrogatory seeks information potentially protected by the mediation, attorney work product and attorney-client privileges (See Nacht & Lewis Architects, Inc. v. Superior Court (1996) 47 Cal. App. 4th 214).

Further, all communications, opinions and other related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. (See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834). Responding Party also objects to this interrogatory because it calls for the premature disclosure of expert witness information.

Without waiving said objections, this Responding Party answers as follows:

No.

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FORM INTERROGATORY NO. 12.4:

Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any photographs, films, or videotapes depicting any place, object, or individual concerning the INCIDENT or plaintiff’s injuries? If so, state:

(a) the number of photographs or feet of film or videotape;
(b) the places, objects, or persons photographed, filmed, or videotaped;
(c) the date the photographs, films, or videotapes were taken;
(d) the name, ADDRESS, and telephone number of the individual taking the photographs, films, or videotapes; and
(e) the name, ADDRESS and telephone number of each PERSON who has the original or a copy of the photographs, films, or videotapes.

RESPONSE TO FORM INTERROGATORY NO. 12.4:

Objection. This interrogatory is overly broad, unintelligible, vague and ambiguous in the context of a construction defect action. These interrogatories are drafted for single event accident cases and the like, not the subject litigation. Furthermore, this interrogatory seeks information potentially protected by the mediation, attorney work product and attorney-client privileges (See Nacht & Lewis Architects, Inc. v. Superior Court (1996) 47 Cal. App. 4th 214).

Further, all communications, opinions and other related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. (See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834). Responding Party also objects to this interrogatory because it calls for the premature disclosure of expert witness information.

Without waiving said objections, this Responding Party answers as follows:

A response to this interrogatory in the context of a construction defect action is nearly impossible. However, please see Responding Party's Statement of Claim, dated February 12, 2016, and other photographs of the Subject Property taken over time and deposited into the
FORM INTERROGATORY NO. 12.5:

Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any diagram, reproduction, or model of any place or thing (except for items developed by expert witnesses covered by Code of Civil Procedure section 2034.210-2034.310) concerning the INCIDENT? If so, for each item state:

(a) the type (i.e., diagram, reproduction, or model);
(b) the subject matter; and
(c) the name, ADDRESS, and telephone number of each PERSON who has it.

RESPONSE TO FORM INTERROGATORY NO. 12.5:

Objection. This interrogatory is overly broad, unintelligible, vague and ambiguous in the context of a construction defect action. These interrogatories are drafted for single event accident cases and the like, not the subject litigation. Furthermore, this interrogatory seeks information potentially protected by the mediation, attorney work product and attorney-client privileges (See Nacht & Lewis Architects, Inc. v. Superior Court (1996) 47 Cal. App. 4th 214). Further, all communications, opinions and other related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. (See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834). Responding Party also objects to this interrogatory because it calls for the premature disclosure of expert witness information.

Without waiving said objections, this Responding Party answers as follows:

Plans deposited into the Document Depository and equally available to Propounding Party.

FORM INTERROGATORY NO. 12.6:

Was a report made by any PERSON concerning the INCIDENT? If so, state:

(a) the name, title, identification number, and employer of the PERSON who made the report;
RESPONSE TO FORM INTERROGATORY NO. 12.6:

Objection. This interrogatory is overly broad, unintelligible, vague and ambiguous in the context of a construction defect action. These interrogatories are drafted for single event accident cases and the like, not the subject litigation. Furthermore, this interrogatory seeks information potentially protected by the mediation, attorney work product and attorney-client privileges (See Nacht & Lewis Architects, Inc. v. Superior Court (1996) 47 Cal. App. 4th 214).

Further, all communications, opinions and other related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. (See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834). Responding Party also objects to this interrogatory because it calls for the premature disclosure of expert witness information.

Without waiving said objections, this Responding Party answers as follows:

A response to this interrogatory in the context of a construction defect action is nearly impossible. However, please see Responding Party's Statement of Claim, dated February 12, 2016, and other photographs of the Subject Property taken over time and deposited into the Document Depository. As well, please see Responding Party's Cost of Repair dated April 29, 2016.

FORM INTERROGATORY NO. 12.7:

Have YOU OR ANYONE ACTING ON YOUR BEHALF inspected the scene of the INCIDENT? If so, for each inspection state:

///

///
RESPONSE TO FORM INTERROGATORY NO. 12.7:

Objection. This interrogatory is overly broad, unintelligible, vague and ambiguous in the context of a construction defect action. These interrogatories are drafted for single event accident cases and the like, not the subject litigation. Furthermore, this interrogatory seeks information potentially protected by the mediation, attorney work product and attorney-client privileges (See Nacht & Lewis Architects, Inc. v. Superior Court (1996) 47 Cal. App. 4th 214). This interrogatory is premature as discovery is just beginning.

Further, all communications, opinions and other related work or statements provided by this Responding Party's retained consultants to its counsel for the preparation, assistance, analysis, evaluation and assessment of any aspect of this litigation are protected from discovery and disclosure by the attorney work product doctrine and Code of Civil Procedure §2018.010 et. seq. (See Williamson v. Superior Court (1978) 21 Cal. 3d 829, 834). Responding Party also objects to this interrogatory because it calls for the premature disclosure of expert witness information.

Without waiving said objections, Responding Party answers as follows:

A response to this interrogatory in the context of a construction defect action is nearly impossible. However, yes, multiple inspections of the subject property have taken place. These inspections were open for attendance to all parties, and propounding party has been in attendance at these inspections, or was provided notice of the inspections and determined that it would not appear. This information is therefore equally in the possession of Propounding Party.

FORM INTERROGATORY NO. 17.1:

Is your response to each request for admission served with these interrogatories an unqualified admission? If not, for each response that is not an unqualified admission:

(a) state the number of the request;
(b) state all facts upon which you base your response;
(c) state the names, ADDRESSES, and telephone numbers of all PERSONS who have knowledge of those facts; and
(d) identify all DOCUMENTS and other tangible things that support your response and state the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT or thing.

RESPONSE TO FORM INTERROGATORY NO. 17.1:

(a) 1

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "install" and "windows" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Propounding Party's subcontract agreement with Western National Construction required it to install windows at the Subject Property.

(c) Western National Construction's PMK, Mr. Randy Avery; Propounding Party's PMK, Mr. Daniel Brenson.

(d) Please see documents produced to the document depository and equally available to Propounding Party, including Propounding Party's subcontract agreement and accompanying change orders.

(a) 2

(b-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms "installer" and "sole" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Responding Party is unable to admit or deny this request at this time as the information known to it is not sufficient at this time. Through discovery, Responding Party has made a reasonable inquiry concerning this matter, however, it is unknown at this time if Propounding Party was the only installer of windows at the Subject Property.

(a) 5
(b)-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms "install" and "modifications" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Responding Party is unable to admit or deny this request at this time as the information known to it is not sufficient at this time. Through discovery, Responding Party has made a reasonable inquiry concerning this matter, however, it is unknown at this time if any modifications were made to Madera Construction's contract. Responding Party was not the general contractor for the Subject Property, nor did it enter into any subcontract agreements with any of the subcontractors who performed work at the Subject Property. As well, Responding Party did not direct or control the work of the subcontractors on site as that was the responsibility of Western National Construction.

(a) 6

(b)-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms "installed" and "windows" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Responding Party is unable to admit or deny this request at this time as the information known to it is not sufficient at this time. Through discovery, Responding Party has made a reasonable inquiry concerning this matter, however, it is unknown at this time if any modifications were made to Madera Construction's contract. Responding Party was not the general contractor for the Subject Property, nor did it enter into any subcontract agreements with any of the subcontractors who performed work at the Subject Property. As well, Responding Party did not direct or control the work of the subcontractors on site as that was the responsibility of Western National Construction.

(a) 7

(b)-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms "installation" and "paid" as they are not defined herein. Finally, this request is one of 62 requests
for admission propounded by Propounding Party. Accordingly, this request is abusive,

oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding

Party answers as follows: Responding Party is unable to admit or deny this request at this time as

the information known to it is not sufficient at this time. Through discovery, Responding Party

has made a reasonable inquiry concerning this matter, however, it is unknown at this time if

Madera Construction was paid for the installation of windows. Responding Party was not the

general contractor for the Subject Property, nor did it enter into any subcontract agreements with

any of the subcontractors who performed work at the Subject Property. As well, Responding

Party did not direct or control the work of the subcontractors on site as that was the responsibility

of Western National Construction.

(a) 8

(b)-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms

"installation" and "scope" as they are not defined herein. Finally, this request is one of 62 requests

for admission propounded by Propounding Party. Accordingly, this request is abusive,

oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding

Party answers as follows: Responding Party is unable to admit or deny this request at this time as

the information known to it is not sufficient at this time. Through discovery, Responding Party

has made a reasonable inquiry concerning this matter, however, it is unknown at this time if

Madera Framing installed windows at the Subject Property. Responding Party was not the general

contractor for the Subject Property, nor did it enter into any subcontract agreements with any of

the subcontractors who performed work at the Subject Property. As well, Responding Party did

not direct or control the work of the subcontractors on site as that was the responsibility of

Western National Construction.

(a) 9

(b)-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms

"installed" and "windows" as they are not defined herein. Finally, this request is one of 62

requests for admission propounded by Propounding Party. Accordingly, this request is abusive,

oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding
Party answers as follows: Responding Party is unable to admit or deny this request at this time as the information known to it is not sufficient at this time. Through discovery, Responding Party has made a reasonable inquiry concerning this matter, however, it is unknown at this time if Madera Framing installed windows at the Subject Property. Responding Party was not the general contractor for the Subject Property, nor did it enter into any subcontract agreements with any of the subcontractors who performed work at the Subject Property. As well, Responding Party did not direct or control the work of the subcontractors on site as that was the responsibility of Western National Construction.

(a) 10

(b)-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms "installation" and "paid" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Responding Party is unable to admit or deny this request at this time as the information known to it is not sufficient at this time. Through discovery, Responding Party has made a reasonable inquiry concerning this matter, however, it is unknown at this time if Madera Framing was paid for the installation of windows at the Subject Property. Responding Party was not the general contractor for the Subject Property, nor did it enter into any subcontract agreements with any of the subcontractors who performed work at the Subject Property. As well, Responding Party did not direct or control the work of the subcontractors on site as that was the responsibility of Western National Construction.

(a) 11

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "install" and "sliding glass doors" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Propounding Party's subcontract agreement with Western National Construction required it to install sliding glass doors at the Subject Property.
Western National Construction's PMK, Mr. Randy Avery; Propounding Party's PMK, Mr. Daniel Brenson.

(d) Please see documents produced to the document depository and equally available to Propounding Party, including Propounding Party's subcontract agreement and accompanying change orders.

(a) 12

(b)-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms "installer" and "sole" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Responding Party is unable to admit or deny this request at this time as the information known to it is not sufficient at this time. Through discovery, Responding Party has made a reasonable inquiry concerning this matter, however, it is unknown at this time if Propounding Party was the only installer of windows at the Subject Property. Responding Party was not the general contractor for the Subject Property, nor did it enter into any subcontract agreements with any of the subcontractors who performed work at the Subject Property. As well, Responding Party did not direct or control the work of the subcontractors on site as that was the responsibility of Western National Construction.

(a) 15

(b)-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms "install" and "modifications" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Responding Party is unable to admit or deny this request at this time as the information known to it is not sufficient at this time. Through discovery, Responding Party has made a reasonable inquiry concerning this matter, however, it is unknown at this time if any modifications were made to Jeld-Wen's contract. Responding Party was not the general contractor for the Subject Property, nor did it enter into any subcontract agreements with any of the
subcontractors who performed work at the Subject Property. As well, Responding Party did not
direct or control the work of the subcontractors on site as that was the responsibility of Western
National Construction.

(a) 16

(b)-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms
"install" and "sliding glass doors" as they are not defined herein. Finally, this request is one of 62
requests for admission propounded by Propounding Party. Accordingly, this request is abusive,
oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding
Party answers as follows: Responding Party is unable to admit or deny this request at this time as
the information known to it is not sufficient at this time. Through discovery, Responding Party
has made a reasonable inquiry concerning this matter, however, it is unknown at this time if Jeld-
Wen installed any sliding glass doors at the Subject Property. Responding Party was not the
general contractor for the Subject Property, nor did it enter into any subcontract agreements with
any of the subcontractors who performed work at the Subject Property. As well, Responding
Party did not direct or control the work of the subcontractors on site as that was the responsibility
of Western National Construction.

(a) 17

(b)-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms
"installation" and "paid" as they are not defined herein. Finally, this request is one of 62 requests
for admission propounded by Propounding Party. Accordingly, this request is abusive,
oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding
Party answers as follows: Responding Party is unable to admit or deny this request at this time as
the information known to it is not sufficient at this time. Through discovery, Responding Party
has made a reasonable inquiry concerning this matter, however, it is unknown at this time if Jeld-
Wen installed any sliding glass doors at the Subject Property. Responding Party was not the
general contractor for the Subject Property, nor did it enter into any subcontract agreements with
any of the subcontractors who performed work at the Subject Property. As well, Responding
Party did not direct or control the work of the subcontractors on site as that was the responsibility of Western National Construction.

(a) 19

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "install" and "sliding glass doors" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: The subcontract agreement entered into by Kelly Door with respect to the Subject Property did not call for that entity to install sliding glass doors.

(c) Randy Avery.

(d) Please see documents produced to the document depository and equally available to Propounding Party, including Kelly Door's subcontract agreement and accompanying change orders.

(a) 20

(b)-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms "install" and "modifications" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Responding Party is unable to admit or deny this request at this time as the information known to it is not sufficient at this time. Through discovery, Responding Party has made a reasonable inquiry concerning this matter, however, it is unknown at this time if any modifications were made to Kelly Door's contract. Responding Party was not the general contractor for the Subject Property, nor did it enter into any subcontract agreements with any of the subcontractors who performed work at the Subject Property. As well, Responding Party did not direct or control the work of the subcontractors.

(a) 21

(b)-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms "install" and "sliding glass doors" as they are not defined herein. Finally, this request is one of 62
requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Responding Party is unable to admit or deny this request at this time as the information known to it is not sufficient at this time. Through discovery, Responding Party has made a reasonable inquiry concerning this matter, however, it is unknown at this time if Kelly Door installed any sliding glass doors at the Subject Property. Responding Party was not the general contractor for the Subject Property, nor did it enter into any subcontract agreements with any of the subcontractors who performed work at the Subject Property. As well, Responding Party did not direct or control the work of the subcontractors on site as that was the responsibility of Western National Construction.

(a) 22

(b)-(d) Objection. This request is vague and ambiguous. It is further vague as to the terms "installation" and "paid" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Responding Party is unable to admit or deny this request at this time as the information known to it is not sufficient at this time. Through discovery, Responding Party has made a reasonable inquiry concerning this matter, however, it is unknown at this time if Kelly Door installed any sliding glass doors at the Subject Property. Responding Party was not the general contractor for the Subject Property, nor did it enter into any subcontract agreements with any of the subcontractors who performed work at the Subject Property. As well, Responding Party did not direct or control the work of the subcontractors on site as that was the responsibility of Western National Construction.

(a) 23

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "performed" and "complied" as they are not defined herein. Additionally, this request is improper as it seeks a legal conclusion. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Finally,
this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Expert evaluation of the Subject Property has shown that there are defects and damages associated with the installation of windows and sliding glass doors. Propounding Party's scope of work included the installation of these building components. Accordingly, the defects and damages attributable to the work of Propounding Party are indicative of its failure to comply with the applicable building codes.

(c) Richard Avelar.
(d) Deposition testimony of Richard Avelar.
(a) 24
(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "performed" and "complied" as they are not defined herein. Additionally, this request is improper as it seeks a legal conclusion. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Expert evaluation of the Subject Property has shown that there are defects and damages associated with the installation of windows and sliding glass doors. Propounding Party's scope of work included the installation of these building components at the Subject Property. Accordingly, the defects and damages attributable to the work of Propounding Party are indicative of its failure to comply with the plans for the Subject Property.

(c) Richard Avelar.
(d) Deposition testimony of Richard Avelar.
(a) 25
(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "call for" and "aluminum windows" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is
abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Admit that the original plans referred to aluminum, which was later changed to vinyl.

(c) Western National Construction's PMK, Mr. Randy Avery; Propounding Party's PMK, Mr. Daniel Brenson.

(d) Please see documents produced to the document depository and equally available to Propounding Party, including Propounding Party's subcontract agreement and accompanying change orders.

(a) 26

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "call for" and "aluminum windows" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Admit that the original specification referred to aluminum, which was later changed to vinyl.

(c) Western National Construction's PMK, Mr. Randy Avery; Propounding Party's PMK, Mr. Daniel Brenson.

(d) Please see documents produced to the document depository and equally available to Propounding Party, including Propounding Party's subcontract agreement and accompanying change orders.

(a) 28

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "installed" and "approved" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Admit that the original plans referred to aluminum, which was later changed to vinyl.

(c) Western National Construction's PMK, Mr. Randy Avery.
(d) Please see documents produced to the document depository and equally available to Propounding Party, including Propounding Party's subcontract agreement and accompanying change orders.

(a) 29

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "installed" and "approved" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Admit that the original specification referred to aluminum, which was later changed to vinyl.

(c) Western National Construction's PMK, Mr. Randy Avery.

(d) Please see documents produced to the document depository and equally available to Propounding Party, including Propounding Party's subcontract agreement and accompanying change orders.

(a) 30

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "call for" and "aluminum sliding glass doors" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Admit that the original plans referred to aluminum, which was later changed to vinyl.

(c) Western National Construction's PMK, Mr. Randy Avery.

(d) Please see documents produced to the document depository and equally available to Propounding Party, including Propounding Party's subcontract agreement and accompanying change orders.

(a) 31

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "call for" and "aluminum sliding glass doors" as they are not defined herein. Finally, this request
is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Admit that the original specification referred to aluminum, which was later changed to vinyl.

(c) Western National Construction's PMK, Mr. Randy Avery.

(d) Please see documents produced to the document depository and equally available to Propounding Party, including Propounding Party's subcontract agreement and accompanying change orders.

(a) 33

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "installed" and "approved" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Admit that the original plans referred to aluminum, which was later changed to vinyl.

(c) Western National Construction's PMK, Mr. Randy Avery.

(d) Please see documents produced to the document depository and equally available to Propounding Party, including Propounding Party's subcontract agreement and accompanying change orders.

(a) 34

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "installed" and "approved" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Admit that the original specification referred to aluminum, which was later changed to vinyl.

(c) Western National Construction's PMK, Mr. Randy Avery.
Please see documents produced to the document depository and equally available to Propounding Party, including Propounding Party's subcontract agreement and accompanying change orders.

(a) 35

(b) Objection. This request is vague and ambiguous. This request is also improper as it calls for a legal conclusion. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Responding Party did not directly contract with Propounding Party with respect to the Subject Property, but it is a third party beneficiary of the contract entered into between Propounding Party and Western National Construction.

(c) Carl Cilker, Daniel Brenson, and Western National Construction's PMK, Mr. Randy Avery.

(d) Please see documents produced to the document depository and equally available to Propounding Party, including Propounding Party's subcontract agreement and accompanying change orders.

(a) 36

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "performed" and "damage" as they are not defined herein. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Expert evaluation of the Subject Property has shown that there are defects and damages associated with the installation of windows and sliding glass doors. Propounding Party's scope of work included the installation of these building components at the Subject Property. Accordingly, the defects and damages present at the Subject Property are attributable to the work of Propounding Party.

(c) Richard Avelar.
(d) Deposition testimony of Richard Avelar.

(a) 37

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "installed" and "damage" as they are not defined herein. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Expert evaluation of the Subject Property has shown that there are defects and damages associated with the installation of windows and sliding glass doors. Propounding Party's scope of work included the installation of these building components at the Subject Property. Accordingly, the defects and damages present at the Subject Property are attributable to the work of Propounding Party.

(c) Richard Avelar.

(d) Deposition testimony of Richard Avelar.

(a) 38

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "installed" and "damage" as they are not defined herein. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Expert evaluation of the Subject Property has shown that there are defects and damages associated with the installation of windows and sliding glass doors. Propounding Party's scope of work included the installation of these building components at the Subject Property. Accordingly, the defects and damages present at the Subject Property are attributable to the work of Propounding Party.

(c) Richard Avelar.

(d) Deposition testimony of Richard Avelar.
(a) Objection. This request is vague and ambiguous. It is further vague as to the term "damage" as it is not defined herein. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Expert evaluation of the Subject Property has shown that there are defects and damages associated with the installation of windows and sliding glass doors. Propounding Party's scope of work included the installation of these building components at the Subject Property. Accordingly, the defects and damages present at the Subject Property are attributable to the work of Propounding Party.

c) Richard Avelar.

d) Deposition testimony of Richard Avelar.

(a) Objection. This request is vague and ambiguous. It is further vague as to the terms "installed" and "damage" as they are not defined herein. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Expert evaluation of the Subject Property has shown that there are defects and damages associated with the installation of windows and sliding glass doors. Propounding Party's scope of work included the installation of these building components at the Subject Property. Accordingly, the defects and damages present at the Subject Property are attributable to the work of Propounding Party.

c) Richard Avelar.

d) Deposition testimony of Richard Avelar.
(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "installed" and "damage" as they are not defined herein. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Expert evaluation of the Subject Property has shown that there are defects and damages associated with the installation of windows and sliding glass doors. Propounding Party's scope of work included the installation of these building components at the Subject Property. Accordingly, the defects and damages present at the Subject Property are attributable to the work of Propounding Party.

(c) Richard Avelar.

(d) Deposition testimony of Richard Avelar.

(a) 42

(b) Objection. This request is vague and ambiguous. It is further vague as to the term "result" as it is not defined herein. Also, this request is improper as it calls for a legal conclusion. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: This Request is unintelligible and cannot be responded to without speculation.

(c) N/A.

(d) N/A.

(a) 43

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "result" and "installation" as they are not defined herein. Also, this request is improper as it calls for a legal conclusion. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Finally, this
request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: This Request is unintelligible and cannot be responded to without speculation.

(c) N/A.

(d) N/A.

(a) 44

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "result" and "installation" as they are not defined herein. Also, this request is improper as it calls for a legal conclusion. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: This Request is unintelligible and cannot be responded to without speculation.

(c) N/A.

(d) N/A.

(a) 45

(b) Objection. This request is vague and ambiguous. It is further vague as to the term "reason" as it is not defined herein. Also, this request is improper as it calls for a legal conclusion. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Moreover, this request is improper as it seeks information that is protected from disclosure by the attorney-client privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Repairs were and are needed to remedy the defective work of Propounding Party at the Subject Property. However,
repairs at the Subject Property to date are not exclusively related to the work of Propounding Party.

(c) Richard Avelar.

(d) Deposition testimony of Richard Avelar.

(a) 46

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "installed" and "reason" as they are not defined herein. Also, this request is improper as it calls for a legal conclusion. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Moreover, this request is improper as it seeks information that is protected from disclosure by the attorney-client privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome.

Without waiving said objections, this Responding Party answers as follows: Repairs were and are needed to remedy the defective work of Propounding Party at the Subject Property. However, repairs at the Subject Property to date are not exclusively related to the work of Propounding Party.

(c) Richard Avelar.

(d) Deposition testimony of Richard Avelar.

(a) 47

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "installed" and "reason" as they are not defined herein. Also, this request is improper as it calls for a legal conclusion. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Moreover, this request is improper as it seeks information that is protected from disclosure by the attorney-client privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome.

Without waiving said objections, this Responding Party answers as follows: Repairs were and are needed to remedy the defective work of Propounding Party at the Subject Property. However,
repairs at the Subject Property to date are not exclusively related to the work of Propounding Party.

(c) Richard Avelar.

(d) Deposition testimony of Richard Avelar.

(a) 48

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "installed," "emergency," and "caused" as they are not defined herein. Also, this request is improper as it calls for a legal conclusion. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Moreover, this request is improper as it seeks information that is protected from disclosure by the attorney-client privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Repairs were and are needed to remedy the defective work of Propounding Party at the Subject Property. However, repairs at the Subject Property to date are not exclusively related to the work of Propounding Party.

(c) Richard Avelar.

(d) Deposition testimony of Richard Avelar.

(a) 49

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "installed," "emergency," and "caused" as they are not defined herein. Also, this request is improper as it calls for a legal conclusion. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Moreover, this request is improper as it seeks information that is protected from disclosure by the attorney-client privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Repairs were and are needed to remedy the defective work of Propounding Party at the Subject Property. However, repairs at the Subject Property to date are not exclusively related to the work of Propounding Party.
Subject Property. However, repairs at the Subject Property to date are not exclusively related to
the work of Propounding Party.
(c) Richard Avelar.
(d) Deposition testimony of Richard Avelar.
(a) 50
(b) Objection. This request is vague and ambiguous. It is further vague as to the terms
"installed,""life-safety concerns," and "caused"" as they are not defined herein. Also, this request
is improper as it calls for a legal conclusion. As well, this request is improper as it seek a response
based upon expert opinion which is protected from disclosure by the attorney work-product
privilege. Moreover, this request is improper as it seeks information that is protected from
disclosure by the attorney-client privilege. Finally, this request is one of 62 requests for admission
propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing
and unduly burdensome. Without waiving said objections, this Responding Party answers as
follows: This Request is unintelligible and cannot be responded to without speculation.
(c) N/A.
(d) N/A.
(a) 51
(b) Objection. This request is vague and ambiguous. It is further vague as to the terms
"installed,""life-safety concerns," and "caused"" as they are not defined herein. Also, this request
is improper as it calls for a legal conclusion. As well, this request is improper as it seek a response
based upon expert opinion which is protected from disclosure by the attorney work-product
privilege. Moreover, this request is improper as it seeks information that is protected from
disclosure by the attorney-client privilege. Finally, this request is one of 62 requests for admission
propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing
and unduly burdensome. Without waiving said objections, this Responding Party answers as
follows: This Request is unintelligible and cannot be responded to without speculation.
(c) N/A.
(d) N/A.
(a) 52

(b) Objection. This request is vague and ambiguous. It is further vague as to the term "requested" as it is not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Responding Party has requested that Propounding Party perform repairs at the Subject Property.

(c) Daniel Brenson.

(d) See documents produced to the document depository and already in the possession of Propounding Party.

(a) 53

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "requested" and "warranty" as they are not defined herein. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Propounding Party was requested to perform warranty repair work at the Subject Property.

(c) Randy Avery and Daniel Brenson.

(d) See documents produced to the document depository and already in the possession of Propounding Party.

(a) 54

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "lost," "rent," and "installed" as they are not defined herein. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Moreover, this request is improper as it seeks information that is protected from disclosure by the attorney-client privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding
Party answers as follows: Expert evaluation of the Subject Property has shown that there are
defects and damages associated with the installation of windows and sliding glass doors.
Propounding Party's scope of work included the installation of these building components at the
Subject Property. Accordingly, due to the defective work of Propounding Party, Responding
Party has lost, and will continue to lose rental income as a result of the repairs that have been, and
will be made to the Subject Property to remedy the deficient conditions created by the work of
Propounding Party.

(c) Richard Avelar, Carl Cilker, and Lucy Chung.

(d) Deposition testimony of Richard Avelar and Carl Cilker. Deposition of Lucy
Chung is scheduled for May 18, 2016, and it is anticipated that Ms. Chung will provide testimony
regarding loss of rental income.

(a) 56

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms
"lost," "rent," and "installed" as they are not defined herein. As well, this request is improper as it
seek a response based upon expert opinion which is protected from disclosure by the attorney
work-product privilege. Moreover, this request is improper as it seeks information that is
protected from disclosure by the attorney-client privilege. Finally, this request is one of 62
requests for admission propounded by Propounding Party. Accordingly, this request is abusive,
oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding
Party answers as follows: Expert evaluation of the Subject Property has shown that there are
defects and damages associated with the installation of windows and sliding glass doors.
Propounding Party's scope of work included the installation of these building components at the
Subject Property. Accordingly, due to the defective work of Propounding Party, Responding
Party has lost, and will continue to lose rental income as a result of the repairs that have been, and
will be made to the Subject Property to remedy the deficient conditions created by the work of
Propounding Party.

(c) Richard Avelar, Carl Cilker, and Lucy Chung.
(d) Deposition testimony of Richard Avelar and Carl Cilker. Deposition of Lucy Chung is scheduled for May 18, 2016, and it is anticipated that Ms. Chung will provide testimony regarding loss of rental income.

(a) 57

(b) Objection. This request is vague and ambiguous. It is further vague as to the term "vacated" as it is not defined herein. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Moreover, this request is improper as it seeks information that is protected from disclosure by the attorney-client privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Units have been vacated due to the defective work of Propounding Party.

(c) Carl Cilker, Kelley Fein and Richard Avelar.

(d) Deposition testimony of Richard Avelar, Carl Cilker and Kelley Fein.

(a) 58

(b) Objection. This request is vague and ambiguous. It is further vague as to the terms "vacated" and "installed" as they are not defined herein. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Moreover, this request is improper as it seeks information that is protected from disclosure by the attorney-client privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Units have been vacated due to the defective work of Propounding Party, however, Responding Party is not currently aware of window issues alone requiring vacancy.

(c) Carl Cilker, Kelley Fein and Richard Avelar.

(d) Deposition testimony of Richard Avelar, Carl Cilker and Kelley Fein.
(a)  59
(b)  Objection. This request is vague and ambiguous. It is further vague as to the terms "vacated" and "installed" as they are not defined herein. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Moreover, this request is improper as it seeks information that is protected from disclosure by the attorney-client privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows:

Units have been vacated due to the defective work of Propounding Party.

(c) Carl Cilker, Kelley Fein and Richard Avelar.
(d) Deposition testimony of Richard Avelar, Carl Cilker and Kelley Fein.

(a)  60
(b)  Objection. This request is vague and ambiguous. It is further vague as to the terms "maintain" and "installed" as they are not defined herein. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Moreover, this request is improper as it seeks information that is protected from disclosure by the attorney-client privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows: Responding Party has performed routine maintenance of windows and sliding glass doors at the Subject Property.

(c) Carl Cilker, Kelley Fein, Gerardo Padilla and Richard Avelar.
(d) See deposition testimony of Carl Cilker, Kelley Fein, Gerardo Padilla and Richard Avelar.

(a)  61
(b)  Objection. This request is vague and ambiguous. It is further vague as to the terms "maintain" and "installed" as they are not defined herein. As well, this request is improper as it
seek a response based upon expert opinion which is protected from disclosure by the attorney
work-product privilege. Moreover, this request is improper as it seeks information that is
protected from disclosure by the attorney-client privilege. Finally, this request is one of 62
requests for admission propounded by Propounding Party. Accordingly, this request is abusive,
oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding
Party answers as follows: Responding Party has performed routine maintenance of windows and
sliding glass doors at the Subject Property.

(c) Carl Cilker, Kelley Fein, Gerardo Padilla and Richard Avelar.
(d) See deposition testimony of Carl Cilker, Kelley Fein, Gerardo Padilla and Richard
Avelar.

(a) 62
(b) Objection. This request is vague and ambiguous. As well, this request is improper as it seek a response based upon expert opinion which is protected from disclosure by the attorney work-product privilege. Finally, this request is one of 62 requests for admission propounded by Propounding Party. Accordingly, this request is abusive, oppressing, harassing and unduly burdensome. Without waiving said objections, this Responding Party answers as follows:
Responding Party is informed by its experts that all exposed windows must be repaired.
Responding Party is currently unaware whether this category of window is exposed.
(c) Richard Avelar.
(d) See deposition testimony of Richard Avelar.

**FORM INTERROGATORY NO. 50.1:**

For each agreement alleged in the pleadings:

(a) identify each DOCUMENT that is part of the agreement and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;

(b) state each part of the agreement not in writing, the name, ADDRESS, and telephone number of each PERSON agreeing to that provision, and the date that part of the agreement was made;
(c) identify all DOCUMENTS that evidence any part of the agreement not in writing and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;

(d) identify all DOCUMENTS that are part of any modification to the agreement, and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT;

(e) state each modification not in writing, the date, and the name, ADDRESS and telephone number of each PERSON agreeing to the modification, and the date the modification was made;

(f) identify all DOCUMENTS that evidence any modification of the agreement not in writing and for each state the name, ADDRESS, and telephone number of each PERSON who has the DOCUMENT.

RESPONSE TO FORM INTERROGATORY NO. 50.1:

Objection. This interrogatory is overly broad, vague, and amiguous. Responding Party further objects to this interrogatory as it seeks information protected from disclosure by the mediation, attorney work-product rule and the attorney-client privileges. (See Nacht vs. Lewis Archetects, Inc. vs. Superior Court (1996) 47 Cal.App.4th 214.) Responding Party also objects to this interrogatory because it calls for the premature disclosure of expert witness information.

Without waiving said objections, this Responding Party answers as follows:

Please see the subcontract agreement entered into between Propounding Party and Western National Construction.

FORM INTERROGATORY NO. 50.2:

Was there a breach of any agreement alleged in the pleadings? If so, for each breach describe and give the date of every act or omission that you claim is the breach of the agreement.

RESPONSE TO FORM INTERROGATORY NO. 50.2:

Objection. This interrogatory is overly broad, vague, and amiguous. Responding Party further objects to this interrogatory as it seeks information protected from disclosure by the attorney work-product rule and the attorney-client privilege. (See Nacht vs. Lewis Archetects, Inc.
Responding Party also objects to this interrogatory because it calls for the premature disclosure of expert witness information. Without waiving said objections, this Responding Party answers as follows:

Yes. In its subcontract agreement with Western National Construction, Propounding Party agreed to perform its work at the subject property in a workman like fashion, free from defects. Propounding Party breached this agreement by performing its work in a defective manner. Moreover, in its agreement with Western National Construction, Propounding Party agreed to indemnify and hold Responding Party harmless for any loss related to Propounding Party's work at the subject property. Therefore, to the extent that Propounding Party has failed to indemnify and hold Responding Party harmless, Propounding Party is in breach of its contract. Finally, Responding Party is a third party beneficiary of the contracts entered into between Propounding Party and Western National Construction. Propounding Party has breached these contracts through its deficient work at the subject property.

FORM INTERROGATORY NO. 50.3:

Was performance of any agreement alleged in the pleadings excused? If so, identify each agreement excused and state why performance was excused.

RESPONSE TO FORM INTERROGATORY NO. 50.3:

Objection. This interrogatory is overly broad, vague, and ambiguous. Responding Party further objects to this interrogatory as it seeks information protected from disclosure by the attorney work-product rule and the attorney-client privilege. (See Nacht vs. Lewis Architects, Inc. vs. Superior Court (1996) 47 Cal.App.4th 214.) Responding Party also objects to this interrogatory because it calls for the premature disclosure of expert witness information. Without waiving said objections, this Responding Party answers as follows:

No.

FORM INTERROGATORY NO. 50.4:

Was any agreement alleged in the pleadings terminated by mutual agreement, release, accord and satisfaction, or novation? If so, identify each agreement terminated, the date of termination, and the basis of the termination.
RESPONSE TO FORM INTERROGATORY NO. 50.4:

Objection. This interrogatory is overly broad, vague, and ambiguous. Responding Party further objects to this interrogatory as it seeks information protected from disclosure by the attorney work-product rule and the attorney-client privilege. (See Nacht vs. Lewis Archetects, Inc. vs. Superior Court (1996) 47 Cal.App.4th 214.) Responding Party also objects to this interrogatory because it calls for the premature disclosure of expert witness information.

Without waiving said objections, this Responding Party answers as follows:

No.

FORM INTERROGATORY NO. 50.5:

Is any agreement alleged in the pleadings unenforceable? If so, identify each unenforceable agreement and state why it is unenforceable.

RESPONSE TO FORM INTERROGATORY NO. 50.5:

Objection. This interrogatory is overly broad, vague, and ambiguous. Responding Party further objects to this interrogatory as it seeks information protected from disclosure by the attorney work-product rule and the attorney-client privilege. (See Nacht vs. Lewis Archetects, Inc. vs. Superior Court (1996) 47 Cal.App.4th 214.) Responding Party also objects to this interrogatory because it calls for the premature disclosure of expert witness information.

Without waiving said objections, this Responding Party answers as follows:

No.

FORM INTERROGATORY NO. 50.6:

Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous agreement and state why it is ambiguous.

RESPONSE TO FORM INTERROGATORY NO. 50.6:

Objection. This interrogatory is overly broad, vague, and ambiguous. Responding Party further objects to this interrogatory as it seeks information protected from disclosure by the attorney work-product rule and the attorney-client privilege. (See Nacht vs. Lewis Archetects, Inc. vs. Superior Court (1996) 47 Cal.App.4th 214.) Responding Party also objects to this interrogatory because it calls for the premature disclosure of expert witness information.