**IN THE UNITED STATES DISTRICT COURT**

**FOR THE WESTERN DISTRICT OF VIRGINIA**

**Lynchburg Division**

**GERALD ROBINSON**, )

)

**Plaintiff, ) Case No. 4 CV 18-5896**

**)**

**v. )**

**)**

**CHESTNUT HILL WINDOWS, INC., )**

**)**

**)**

**Defendant. )**

**PLAINTIFFS' FIRST REQUEST FOR THE**

**PRODUCTION OF DOCUMENTS AND REQUEST FOR ADMISSIONS TO THE DEFENDANT**

Pursuant to Rule 34, 36, and 26(g) of the Federal Rules of Civil Procedure, plaintiff Gerald Robinson (hereafter “plaintiff”) request that defendant, Chestnut Hill Windows, Inc. (hereafter “Chestnut Hill” or “defendant”) respond under oath pursuant to the Federal Rules of Civil Procedure to the following Requests for Production of Documents and Request for Admissions. All responses should be made pursuant to the following instructions:

**Instructions**

A. Information and materials sought by these requests shall include information and materials within defendant’s knowledge, possession, custody or control, or within the knowledge, possession, custody or control of any defendant’s agents, officers, employees, attorneys or investigators, or any person acting as one or more defendants’ representative or on one or more defendants’ behalf, including, but not limited to, any otherwise independent attorneys, accountants, or consultants.

B. Whenever appropriate, the singular form of a word shall be interpreted as plural, and the masculine gender shall be deemed to include the feminine.

C. The fact that some portion of the documents responsive to these requests may already be in the custody of the plaintiff does not excuse current physical production pursuant to these requests of any and all other documents not previously produced or seized.

D. If the contention is made that any requested documents are not subject to discovery in whole or part by reason of privilege or otherwise, identify each such docu­ment by date, author(s), addressee(s), recipient(s), title, subject matter, purpose, and present custody, and set forth the nature of the claimed privilege or other grounds for refusal to produce in a log consistent with the requirements of Fed. R. Civ. P. 26 (b)(5).

E. If it is known that any requested document was, but is no longer, in defendant’s possession, custody or control, state what disposition was made of it and when. In addition, if it is known that any such document has been lost, discarded, destroyed, altered, purged, or erased in whole or in part, state as to each such document: (1) the date of the loss, discarding, destruction, alteration, purge or erasure, (2) the nature of the document, (3) the date it was prepared, (4) the identity of the author(s) of the document and any recipients thereof, and (5) a statement of the substance of the document.

F. All materials identified pursuant to these requests shall be segregated and labeled so as to identify to which requests such material responds.

G. Selection of documents from your files and other sources shall be performed in such a manner as to insure that the source and location of each document may be readily determined.

H. File folders and labels identifying documents responsive to these requests shall be produced intact with such documents.

I. Documents attached to each other shall not be separated unless sufficient records are kept to permit reconstruction of such grouping and the separation is identified.

J. Consistent with Rule 26(e) of the Federal Rules of Civil Procedure, these requests are continuing in character. Defend­ant is thus required to amend its responses to these requests and to supplement its production if, at any time before trial, it learns that its prior responses and production are in some material respect incom­plete or incorrect.

K. Although you may be reminded in certain document requests to produce documents in accordance with these Instructions or with the Definitions below, the absence of such a reminder should not be construed as an indication that the Instructions and Definitions set forth herein do not apply. All document requests should be responded to in accordance with the Instructions and Definitions provided herein, whether or not a reminder is provided.

L. For the Requests for Admissions the plaintiff requests that you admit all of the matters for purposes of this action. If you fail to respond to these Requests for Admissions within the time allowed, every matter set for in these requests may be deemed admitted and conclusively established against you for purposes of this action.

**Definitions**

A. As used herein, the term "documents" is used in its broadest sense, as defined in the Federal Rules of Civil Procedure, and includes the original of each existing identical or non-identical copy or draft thereof, by whatever means made, of any writing of any kind. The term "documents" includes not only writings that are already set forth on paper but also every other means by which information is recorded or transmitted, includ­ing but not limited to photographs, charts, graphs, tape recordings, discs, micro­films, computer programs or files, printouts, electronic mail, magnetic media, and any other data compilations or electronic media from which information can be obtained. (Where documents are stored on computer programs, discs or tapes, the records to be produced shall be accompanied by all programming and other instructions necessary to their use or retrieval.)

B. As used herein, the terms “you,” “your,” “Chestnut Hill,” and “defendant” refer to all the defendants named in this lawsuit, to their corporate predecessors, to any other past or present subsidiary or affiliate of any defendant named in this lawsuit, all companies owned, operated, managed by any defendant, and all current and former directors, officers, principals, partners, employees, agents, representatives, or other persons acting for or on behalf thereof, including, but not limited to, any otherwise independent attorney, accountant, investigator or consultant.

D. As used herein, the term "communication" as used herein shall mean any contact between or among the persons indicated, including but not limited to, all documents (defined above), telephone or personal conver­sa­tions, meetings, conferences and discussions, at any time or place, and under any circumstances whatsoever, whereby informa­tion of any nature was stated or in any manner transmitted or transferred.

E. The terms "related to," "relating to," or "relate to" mean discussing, describing, reflecting, embodying, memorializing, containing, constituting, including, identifying, stating, studying, reporting, commenting, evidencing, reflecting, analyzing, setting forth, considering, recommending, concerning, or pertaining or being relevant to, in whole or in part.

F. As used herein, the term "complaints" means all of the most recent original or amended complaints filed, respectively, by the plaintiff in the above-captioned actions.

G. As used herein, the term "person" means any natural person, corporation, company, partnership, proprietorship, joint venture, firm, association, or other form of business or legal entity, and includes any affiliate, subsidiary, employee or representative thereof.

H. As used herein, the term “product” means the window and each component part thereof which gives rise to this litigation.

I. As used herein, the term “statement” includes statements which have been recorded as well those which have been reduced to writing, unsigned as well as signed statements, and any draft copies as well as final versions of any statements.

J. As used herein, the term “occurrence” relates to the incident in the Complaint giving rise to this litigation.

K. As used herein, the term “incident” includes the circumstances and events surrounding the alleged accident, injury, or other occurrence giving rise to this action or proceeding, including but not limited to alleged incident on April 15, 2009.

**Document Requests**

1. Please produce any and all documents that set forth or relate to the development, communication, implementation, change, or termination of any written or unwritten corporate policy, instructions, or guidelines relating to the manufacturing of the product. Such documentation should include, but should not be limited to, corporate minutes, memoranda, policy drafts, manual pages, directives, and policy issuances relating to any of the topics set forth above.
2. Please produce any and all documents that set forth or relate to the development, communication, implementation, change, or termination of any written or unwritten corporate policy, instructions, or guidelines relating to the design or redesign of the product. Such documentation should include, but should not be limited to, corporate minutes, memoranda, policy drafts, manual pages, directives, and policy issuances relating to any of the topics set forth above.
3. The design, according to which the product was manufactured, including but not limited to, the blueprints, and any statement, printed or graphic representation, catalogue, circular, manual, brochure, report, memorandum, transcript, communication, letter, label, or other document which in any way mentions, describes, or otherwise refers to the design according to which the product was manufactured.
4. The design, according to which similar products are currently manufactured, including but not limited to, the blueprints, any statement, printed or graphic representation, catalogue, circular, manual, brochure, report, memorandum, transcript, communication, letter, label, or other document, which in any way mentions, describes, or otherwise refers to the design according to which similar products are currently manufactured.
5. Each and every statement, printed or graphic representation, catalogue, circular, manual, brochure, report, memorandum, transcript, communication, letter, label, advertisement, or other document which in any way mentions, describes, or otherwise refers to any defective condition that existed, exists, or is thought to have existed or is though to exist in the product.
6. Each statement, printed or graphic representation, catalogue, circular, manual, brochure, report, memorandum, transcript, communication, letter, advertisement, or other document which in any way mentions, describes or otherwise refers to any recalls or potential recalls the defendant has made or has contemplated making of the product or of similar products.
7. Please produce any and all documents that set forth or relate to the development, communication, implementation, change, or termination of any written or unwritten corporate policy, instructions, or guidelines relating to the installation of the product. Such documentation should include, but should not be limited to, corporate minutes, memoranda, policy drafts, manual pages, directives, and policy issuances relating to any of the topics set forth above.
8. Please produce any and all documents that set forth or relate to the development, communication, implementation, change, or termination of any written or unwritten corporate policy, instructions, or guidelines relating to the testing of the product. Such documentation should include, but should not be limited to, corporate minutes, memoranda, policy drafts, manual pages, directives, and policy issuances relating to any of the topics set forth above.
9. Please produce any and all documents that set forth or relate to the development, communication, implementation, change, or termination of any written or unwritten corporate policy, instructions, or guidelines relating to the inspection of the product. Such documentation should include, but should not be limited to, corporate minutes, memoranda, policy drafts, manual pages, directives, and policy issuances relating to any of the topics set forth above.
10. Each written, printed of graphic representation, statement, document, advertisement, catalogue, circular and brochure uttered or produced by or on behalf of the defendant which relates to the virtues, qualities, characteristics, capabilities, or capacities of the product.
11. Each written, printed of graphic representation, statement, document, advertisement, catalogue, circular and brochure uttered or produced by or on behalf of the defendant which relates to the dangers, limitations, or propensities of the product.
12. Each written or printed document and statement and each illustration which accompanied the product when it were to be purchased, including (by way of illustration but not by way of limitation) the product container or packaging and each pamphlet, set of directions or instructions, owner’s or operator’s manual, warning, leaflet, and booklet of any kind.
13. Each and every statement, printed or graphic representation, catalogue, circular, manual, brochure, report, memorandum, transcript, communication, letter, label, advertisement, direction, procedure, or other document which in any way mentions, describes, or otherwise refers to any possible, alternative, recommended, or foreseeable use of the product.
14. Each and every statement, printed or graphic representation, catalogue, circular, manual, brochure, report, memorandum, transcript, communication, letter, label, advertisement, direction, procedure, or other document which in any way mentions, describes, or otherwise refers to any defective condition that existed, exists, or is thought to have existed or is though to exist in the product.
15. Each and every statement, printed or graphic representation, catalogue, circular, manual, brochure, report, memorandum, transcript, communication, letter, label, advertisement, direction, procedure, or other document which in any way mentions, describes, or otherwise refers to any precaution taken by the defendant in order to prevent any harm due to the product.
16. Each piece or item of communication between the plaintiff and the defendant.
17. Each investigation report relating to the occurrence or to the product prepared by any agency, bureau or commission of the federal government or of any agency, bureau or commission of any state, local or municipal government.
18. Each slip, receipt, charge account statement, invoice, bill, and canceled check which relates to the purchase and sale or lease of the product and each component part of the product.
19. Each and every sales slip, receipt, charge account statement, invoice bill, cancelled check, warranty, purchase order, lease, agreement or other document which was issued or recorded because of the installation of the product by the defendant.
20. Each letter or communication whereby the defendant was allegedly notified of the plaintiff’s occurrence and the defendants’ alleged breaches of warranties.
21. Each statement concerning the occurrence previously made by the defendant and the defendant’s agents or employees.
22. Copies of any and all insurance policies which operate to insure defendant for any claims of products liability as alleged in the plaintiff’s Complaint.
23. Copies of any and all insurance policies which operate to insure defendant for any claims of negligence as alleged in the plaintiff’s Complaint.
24. All documents reflecting the balance sheet, including assets and liabilities and net worth of the defendant.
25. All documents which defendant contends to support any defenses which will be asserted in the defendants answer.
26. All statements and memos relating to witnesses or potential witnesses or persons contacted in connection with this litigation.
27. Any and all documents identifying the corporate organizational structure of the defendant.
28. All pleadings, including deposition transcripts, filed by all parties in every legal action arising within the last ten years, which involved the product or similar products.
29. Each and every document which mentions, describes, or in any way refers to a complaint concerning the product or similar products, whether or not made by consumers.
30. Each and every law, rule, regulation, standard, statute, ordinance, or other requirement or recommendation established by any local, state, or federal government body or officer, whether legislative, executive, or administrative in character, which deals with, defines, limits, or specifies any aspect of the design, manufacture, composition, distribution, or use of the product or similar products.

**Requests for Admissions**

1. Admit that the defendant manufactured the product which gives rise to this litigation.
2. Admit that the defendant designed the product which gives rise to this litigation.
3. Admit that the defendant installed the product which gives rise to this litigation.
4. Admit that the defendant sold the product which gives rise to this litigation.
5. Admit that the cleaning of the product is a foreseeable use of the product.
6. Admit that the defendants design of the product made it unreasonable dangerous for its intended use.
7. Admit that the plaintiff was free from any negligence that may have caused the injuries that he sustained as identified in the Complaint.
8. Admit that the plaintiff was free from any contributory negligence that may have caused the injuries that he sustained as identified in the Complaint.
9. Admit that the occurrence which gives rise to this litigation was not caused by a third party or persons for whose negligence the defendant was not responsible.
10. Admit that the plaintiff, did not assume the risk of his injuries by cleaning the product.
11. Admit that at the time of the plaintiff’s accident, the defendant was responsible for the safe installation of the product.
12. Admit that on the day of the accident, there were no warning signs posted on the product to warn persons about the potential of the product to break free from its casings.
13. Admit that the defendant failed to warn plaintiff of the danger of the product to break free from its casings.
14. Admit that the defendant owed a duty to consumers and users of the product, to warn consumers and users of the danger described in Request Number 13 above.
15. Admit that due to the defendants manufacturing, the product presented to consumers the danger of the window to break free from its casings.
16. Admit that due to the defendants design, the product presented to consumers the danger of the window to break free from its casings.
17. Admit that due to the defendant’s installation, the product presented to consumers the danger of the window to break free from its casings.
18. Admit that at the time of manufacture of the product, it was feasible for a safety latch to have been used in the manufacturing of the product.
19. Admit that the defendant is in the business of designing and manufacturing windows.
20. Admit that the product reached the plaintiff without a substantial change in its condition.
21. Admit that the defendant is a corporation organized in the State of Delaware with its principal place of business in Raleigh, North Carolina.
22. Admit that the defendant is a corporation that engages in regular business in the Commonwealth of Virginia.
23. Admit that plaintiff contracted with the defendant for the purchase of the home located at 1163 Winner’s Way, in Bedford County Virginia.
24. Admit that the product installed by the defendant remained unchanged and was in the same condition at the time of the injury hereafter alleged.
25. Admit that as a direct and proximate cause of defendant’s manufacture, design, and installation of the product, the plaintiff as suffered severe and permanent physical injuries and mental anguish.
26. Admit that on April 15, 2009 the plaintiff was the owner of the home on 1163 Winner’s Way, in Bedford County Virginia.
27. Admit that no other contractor assisted the defendant with the installation of the product at plaintiffs home.
28. Admit that any documents submitted by defendant to plaintiff are authentic.

Respectfully submitted,

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Of Counsel

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 10 day of March 2011, the foregoing copy of the Notice of the Plaintiff’s Request for Production of Documents and Request for Admissions was served by first-class mail, postage prepaid on the following counsel:

Tommy Lasorda, Esq.

6974 Palomar Blvd.

Chapel Hill, North Carolina 27514

Counsel for Defendant

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