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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – BEVERLY HILLS COURTHOUSE

CAROLYN KONOPA,

Plaintiff,

vs.

TRAINING MATE, LLC; and Does 1 to 50,

Defendants.

Case No. 23SMCV00406

**PLAINTIFF'S RESPONSES TO REQUESTS
FOR ADMISSION, SET TWO TO PLAINTIFF
CAROLYN KONOPA PROPOUNDED BY
DEFENDANT TRAINING MATE, LLC**

PROPOUNDING PARTY: Defendant, TRAINING MATE, LLC

RESPONDING PARTY: Plaintiff, CAROLYN KONOPA

SET NUMBER: ONE

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLAINTIFF, CAROLYN KONOPA, (hereinafter “Responding Party”) makes the following answers and objections to the REQUESTS FOR ADMISSION, SET TWO TO PLAINTIFF CAROLYN KONOPA PROPOUNDED BY DEFENDANT TRAINING MATE, LLC, Set One.

PRELIMINARY STATEMENT

Plaintiff’s investigation and discovery of the facts relating to this case, and preparation for trial, are continuing and not complete. All of the responses contained herein are presently available to and specifically known to this Plaintiff and disclose only those contentions which presently occur to such Plaintiff. This Plaintiff will, during the course of this litigation, pursue extensive formal discovery, as

1 well as extensive investigation and informal discovery on her own. Therefore, without suggesting or
2 implying any interest to respond less than fully to the Demand for Production, this Plaintiff must point
3 out that her responses are of necessity of a somewhat preliminary nature and that the full factual basis
4 concerning this matter is yet to be developed with complete precision. However, this Plaintiff assumes
5 no obligation to voluntarily supplement or amend these responses to reflect any facts, contentions,
6 witnesses, and evidence which may be discovered following the serving of theses response. The
7 response contained herein are made in a good faith effort to supply as much factual information and as
8 much specification of legal contentions as is presently known.

9 **REQUEST FOR ADMISSION NO. 34:**

10 On June 7, 2018, YOU checked a box on the Training Mate website indicating that YOU agreed
11 with the Liability Release language set forth below: In exchange for participation in the activity of
12 Group fitness organized by Training Mate LLC ("Training Mate LLC"), of 7825 Santa Monica Blvd,
13 West Hollywood, California, 90046 and/or use of the property, facilities and services of Training Mate
14 LLC, I agree for myself and (if applicable) for the members of my family, to the following: 1. I agree to
15 observe and obey all posted rules and warnings, and further agree to follow any oral instructions or
16 directions given by Training Mate, or the employees, representatives or agents of Training Mate. 2. I
17 recognize that there are certain inherent risks associated with the above described activity and I assume
18 full responsibility for personal injury to myself and (if applicable) my family members, and further
19 release and discharge Training Mate for injury, loss or damage arising out of my or my family's use of
20 or presence upon the facilities of Training Mate, whether caused by the fault of myself, my family,
21 Training Mate or other third parties. 3. I agree to indemnify and defend Training Mate against all claims,
22 causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation
23 costs, which may in any way arise from my or my family's use of or presence upon the facilities of
24 Training Mate. 4. I agree to pay for all damages to the facilities of Training Mate caused by my or my
25 family's negligent, reckless, or willful actions. 5. I agree Training Mate, or the employees,
26 representatives or agents of Training Mate consent to use my photographs and audio-visual recordings to
27 promote the services offered by Training Mate LLC in advertising publications, marketing materials,
28 publicity, or promotion. These collective images and recordings may be used on the Training Mate

website, Training Mate emails, Training Mate Social Media Outlets including Facebook, Instagram, Twitter and Pinterest. I hereby assign all rights to the Training Mate, or the employees, representatives or agents of Training Mate (collectively, the “Training Mate”), and release the Training Mate from liability that may arise from the photographs or recordings. 6. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law. 6. Member is required to cancel 12 hours before class, or they will be charged a \$10 late penalty fee for that class I HAVE READ THIS DOCUMENT AND RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

☒ I agree with the above terms

RESPONSE TO REQUEST FOR ADMISSION:

Objection. Overbroad as to “s,” “ee” and “ff”. Vague and ambiguous as to “col” and “wo”. Calls for a narrative. Attorney-Client Privilege. Notwithstanding the foregoing objections and subject thereto, Responding Party responds as follows:

REQUEST FOR ADMISSION NO. 35:

On June 7, 2018, YOU registered for classes with Defendant Training Mate.

RESPONSE TO REQUEST FOR ADMISSION:

Objection. Overbroad as to “ss”. Notwithstanding the foregoing objections and subject thereto, Responding Party responds as follows:
Admit.

REQUEST FOR ADMISSION NO. 36:

The Liability and Waiver Release document attached hereto as Exhibit 1 accurately states the date that YOU registered on the Training Mate website.

RESPONSE TO REQUEST FOR ADMISSION:

Admit.

REQUEST FOR ADMISSION NO. 37:

The Liability and Waiver Release document attached hereto as Exhibit 1 accurately states that YOU agreed to a Liability Release as part of YOUR registration on the Training Mate website.

RESPONSE TO REQUEST FOR ADMISSION:

1 Objection. Overbroad as to “ee”. Notwithstanding the foregoing objections and subject thereto,
2 Responding Party responds as follows:

3
4 **REQUEST FOR ADMISSION NO. 38:**

5 YOU are not contesting that the Liability and Waiver Release document attached hereto as
6 Exhibit 1 accurately reflects YOUR registration on the Training Mate website.

7 **RESPONSE TO REQUEST FOR ADMISSION:**

8 Admit.

9 **REQUEST FOR ADMISSION NO. 39:**

10 YOUR Liability Release as reflected in Exhibit 1 bars YOUR claims against Training Mate for
11 ordinary negligence.

12 **RESPONSE TO REQUEST FOR ADMISSION:**

13
14 **REQUEST FOR ADMISSION NO. 40:**

15 YOU knew that there was a defect in the flooring of the Training Mate facility prior to the
16 INCIDENT.

17 **RESPONSE TO REQUEST FOR ADMISSION:**

18
19 **REQUEST FOR ADMISSION NO. 41:**

20 One or more employees of Training Mate expressly told YOU that there was a defect in the
21 flooring of the Training Mate facility prior to the INCIDENT.

22 **RESPONSE TO REQUEST FOR ADMISSION:**

23 Objection. Overbroad as to “ss” and “ee”. Notwithstanding the foregoing objections and subject
24 thereto, Responding Party responds as follows:

25
26 **REQUEST FOR ADMISSION NO. 42:**

27 The location of the defect in the flooring of the Training Mate facility was marked by an orange
28 cone, similar to what is reflected in Exhibit 2, at the time of the INCIDENT.

1 **RESPONSE TO REQUEST FOR ADMISSION:**

2
3 **REQUEST FOR ADMISSION NO. 43:**

4 The location of the defect in the flooring of the Training Mate facility was marked by an orange
5 cone, similar to what is reflected in Exhibit 2, prior to the INCIDENT.

6 **RESPONSE TO REQUEST FOR ADMISSION:**

7
8 **REQUEST FOR ADMISSION NO. 44:**

9 Subsequent to YOUR initial foot and ankle surgery on January 23, 2023, no HEALTHCARE
10 PROVIDER has told YOU that YOU need additional surgery on YOUR foot or ankle as a result of the
11 INCIDENT.

12 **RESPONSE TO REQUEST FOR ADMISSION:**

13 Objection. Overbroad as to “ee” and “dd”. Notwithstanding the foregoing objections and subject
14 thereto, Responding Party responds as follows:

15
16 **REQUEST FOR ADMISSION NO. 45:**

17 Subsequent to YOUR initial foot and ankle surgery on January 23, 2023, no HEALTHCARE
18 PROVIDER has diagnosed YOU Complex Regional Pain Syndrome.

19 **RESPONSE TO REQUEST FOR ADMISSION:**

20
21 **REQUEST FOR ADMISSION NO. 46:**

22 YOU do not have Complex Regional Pain Syndrome.

23 **RESPONSE TO REQUEST FOR ADMISSION:**

24
25 **REQUEST FOR ADMISSION NO. 47:**

26 YOU have not missed any time from YOUR work since June 1, 2023.

27 **RESPONSE TO REQUEST FOR ADMISSION:**

Objection. Overbroad as to “ss”. Vague and ambiguous as to “wo”. Notwithstanding the foregoing objections and subject thereto, Responding Party responds as follows:

REQUEST FOR ADMISSION NO. 48:

YOU took the photograph attached hereto as Exhibit 2.

RESPONSE TO REQUEST FOR ADMISSION:

REQUEST FOR ADMISSION NO. 49:

YOU took the photograph attached hereto as Exhibit 2 in November 2022.

RESPONSE TO REQUEST FOR ADMISSION:

Admit.

REQUEST FOR ADMISSION NO. 50:

YOU took the photograph attached hereto as Exhibit 2 in December 2022.

RESPONSE TO REQUEST FOR ADMISSION:

REQUEST FOR ADMISSION NO. 51:

Admit that YOU did not speak with any employee of Defendant Training Mate about the INCIDENT on the date of the INCIDENT.

RESPONSE TO REQUEST FOR ADMISSION:

Objection. Overbroad as to “ee”. Notwithstanding the foregoing objections and subject thereto, Responding Party responds as follows:

Admit.

Dated: COHEN LAW PARTNERS

By: _____
Darren A. Reid
Attorneys for Plaintiff