

*Orion Air Group Holdings, et al*  
v.  
*The Travelers Indemnity Company, et al*

---

**EXHIBIT A TO NOTICE OF COLO.R.CIV.P. 30(B)(6) DEPOSITION  
OF THE ARAPAHOE DEFENDANTS**

---

Pursuant to Colo.R.Civ.P. 30(b)(6), Plaintiffs Orion Air Group Holdings, LLC, LowCountry Trading, IV, LLC, LowCountry Trading VI, LLC and Tempus Jet Centers III, LLC, provide the following designation of subject matter for the deposition of the Arapahoe Defendants:

**I. DEFINITIONS**

NOTE: The following terms and phrases which are employed in **boldface** within the subject matter areas listed below (also referred to as “categorical descriptions”) are defined below. Words and terms that are not specifically defined herein shall be construed in accordance with their ordinary dictionary definitions or definitions as stated within the relevant policy of insurance, depending upon the context in which the terms are used. The following definitions apply regardless of whether the words are used in the singular or plural, and regardless of the tense or capitalization of any term, unless otherwise specified.

**Arapahoe** shall mean Defendants Arapahoe Airport Joint Venture #1, Arapahoe Airplaza JV #1, or either of them.

**Communication** shall mean any transmittal of information by oral, written or electronic means, including but not limited to mail, email, telephonic or video conference, live in-person discussions, and communication through any network, software, internet or intranet or other means.

**Hangar** and **subject hangar** shall mean the “Denver Centennial Airport Hangar” described in the declarations of the **policy** at the address identified therein.

**Incident** and **subject incident** shall refer to the water intrusion event described in the Complaint which occurred on August 10, 2015, at the **hangar**.

**Investigation** shall mean the pursuit of information by any person or entity acting on behalf of the **Arapahoe** Defendants regarding the cause, conditions or results of the **Incident** or the determination of the cost of repair and any plan for repair of the damage to the **Hangar** or any pre-existing defects or problems associated with the **Hangar**.

**Parts** and **aircraft parts** shall mean the listing of parts and components supplied by **Plaintiffs** herein for which insurance coverage benefits have been sought by Plaintiffs from **Travelers**, or any of said aircraft parts unless otherwise specified.

**Plaintiff** and **Plaintiffs** shall mean the Plaintiffs in the instant civil action.

**Travelers** shall refer to Defendant The Travelers Indemnity Company, as well as its various employees, agents, managers and underwriters to the extent they are or were factually or contractually involved in the issuance of the **policy** or the handling or investigation of the **claim**.

## II. SUBJECT MATTER

The **Arapahoe** Defendants required to respond pursuant to Colo.R.Civ.P. 30(b)(6) to questions to be posed by counsel for **Plaintiffs** in relation to the following areas of subject matter. Notice is hereby given that the questions to be posed at the deposition may not follow the order set forth below and may exceed the bounds of these subject matter areas for the purposes of determining: (a) foundation; (b) hearsay and admissibility issues related to testimony, documents, video and/or photos; (c) whether the deponent(s) designated by the **Arapahoe** Defendants have personal knowledge of areas outside of these topics, which knowledge is appropriate subject matter and discoverable in a Rule 30(b)(6) deposition under Colorado law; (d) the exercise of diligent inquiry in preparation for the deposition as required under the aforementioned Rule. The titles used below are offered only for aid in organizing topics and are not to be construed as a limitation or dilution of the information otherwise responsive to the expressly stated, separately enumerated, topic areas.

NOTE: The headings below are for general ease of the defense in preparing its designees for testimony and shall not be construed to in any way constrain, limit or circumscribe the scope or breadth of any topic listed below.

### ***A. Individual Background, Training, Education and Experience and Preparation***

1. The background, training, education and experience of the deponent.
2. The employment history of the deponent.
3. The deponent's preparation for the deposition.
4. The deponent's understanding of the procedure used in Rule 30(b)(6) depositions.
5. The deponent's review of the documents related to the **incident**.
6. The deponent's internal and external communications related to the **incident**.
7. The deponent's use of documents during the deposition.
8. All sources of information relied upon by the deponent in preparing for testimony or testifying.

### ***B. The Incident***

9. The investigation of the **incident** by the **Arapahoe** Defendants or others acting on their behalf, including any studies, analysis, forensic or engineering determinations, recordation of evidence in any form, statements made or reviewed by the **Arapahoe** defendants or other information connected in any way with the pursuit of facts relating to the cause, nature and/or extent of any property damage

of any kind related in any way to the incident.

10. The **Arapahoe** Defendants' determination of the cause of the **incident**.
11. All repairs made or authorized by the **Arapahoe** Defendants to the **hangar**.
12. All plans for repair or restoration of any damage to the **hangar** that occurred in connection with the **incident**.
13. All damage or repairs to the **hangar** prior to the **incident** by any party known to the **Arapahoe** Defendants, whether on their behalf or otherwise, including all records relating to the same, the costs and causes of the same, and all other related information reasonably available to the **Arapahoe** Defendants in relation to the same.
14. All communications between the parties hereto prior to the initiation of the instant civil action relating to the **hangar** or the lease of the same by Plaintiffs, whether related to repairs, leakage, use of the **hangar**, contents stored in the **hangar** or any other matter relating in any way to the **hangar** or the interior or exterior structures thereof.
15. All inspections, maintenance, cleaning or repair to the gutters and drainage systems of the **hangar** made by or on behalf of the **Arapahoe** Defendants during the three years prior to the **incident**.
16. The identity of any parties, persons or entities of any kind retained by the **Arapahoe** Defendants in connection with maintenance, repair or property management functions of any kind relating to the **hangar**.
17. The **Arapahoe** Defendants' interpretation of any and all contracts relating to the **hangar** or the land upon which it is situated, including but not limited to the lease of the same by Plaintiffs.
18. All communications between the **Arapahoe** Defendants and any representatives of Arapahoe County Airport (a/k/a Centennial Airport, or KAPA) or municipal or county representatives regarding the **hangar**, the removal of foliage of any kind in the vicinity of the **hangar**, allowed use of the property upon which the **hangar** is situated or adjacent properties, or the restrictions, if any, that may have been placed upon the use or maintenance of the **hangar** or related or appurtenant structures or lands.
19. All communications between the **Arapahoe** Defendants and any representatives of Arapahoe County Airport (a/k/a Centennial Airport, or KAPA) regarding the **incident**.
20. Any agreements of any kind entered between any of the Defendants herein or any of their insurers, including but not limited to the existence and content of any joint defense agreements, indemnity agreements, releases, hold-harmless agreements, covenants not to execute, tolling agreements or settlement agreements of any kind or nature.
21. All prior threatened or instituted claims against the **Arapahoe** Defendants related to structures located on, at or near Centennial Airport.