

DOCKET NO.: UWY-CV-15-6025912-S : SUPERIOR COURT  
JAMES GRECHKA : J.D. OF WATERBURY  
V. : AT WATERBURY  
WHOLE FOODS MARKET GROUP, INC. : JUNE 29, 2016

**WHOLE FOODS MARKET GROUP, INC.'S  
RESPONSES TO REQUEST FOR ADMISSIONS**

The plaintiff, James Grechka, respectfully requests the defendant, Whole Foods Market Group, Inc. admit or deny the following:

1. The defendant Whole Foods Market Group, Inc. was the owner of the property located at 400 East Johnson Avenue, Cheshire, CT on October 4, 2013.

**RESPONSE: DENIED. The property known as 400 East Johnson Avenue, Cheshire, CT is owned by WFM Properties Cheshire LLC.**

2. Lily Transportation had an officer trailer located on the 400 East Johnson Avenue, Cheshire, CT property on October 4, 2013.

**RESPONSE: ADMITTED.**

3. The defendant, Whole Foods Market Group, Inc. allowed Lily Transportation to keep an office trailer located on their property at 400 East Johnson Avenue, Cheshire, CT on October 4, 2013 without the existence of any written agreement.

**RESPONSE: DENIED as written. Whole Foods Market Group, Inc. did not own this property. However, Whole Foods Market Group, Inc. admits that there was no written lease agreement with Lily Transportation with respect to the real property known as 400 East Johnson Avenue, Cheshire, CT.**

4. The defendant, Whole Foods Market Group, Inc. disapproved of Lily Transportation keeping an office trailer on their property at 400 East Johnson Avenue, Cheshire, CT on October 4, 2013 at any time leading up to October 4, 2013.

**RESPONSE: OBJECTION. Whole Foods Market Group, Inc. objects to this request for admissions #4 on the grounds that the term “disapproved” is vague and ambiguous. The term has not been defined by the plaintiff. Thus, this request for admissions is confusing and subject to multiple interpretations.**

5. The defendant, Whole Foods Market Group, Inc. had a lease agreement between themselves and Lily Transportation for the office trailer located at 400 East Johnson Avenue, Cheshire, CT on October 4, 2013.

**RESPONSE: DENIED as written.**

6. If a lease agreement was present, as described above, it included the brick/paver stone walkway at issue in this case.

**RESPONSE: DENIED**

7. Lily Transportation paid Whole Foods Market Group, Inc. rent/consideration to keep an office trailer on the property located at 400 East Johnson Avenue, Cheshire, CT leading up to October 4, 2013.

**RESPONSE: OBJECTION. Whole Foods Market Group, Inc. objects to request for admissions #7 on the grounds that it is compound. Notwithstanding these objections and without waiving these objections, Whole Foods Market Group, Inc. states that consideration was given for use and occupancy of the premises in the form of lower costs charged by Lily Transportation for logistics and transportation services provided to Whole Foods.**

8. Lily Transportation owned the office trailer on the defendant, Whole Foods Market Group, Inc. property located at 400 East Johnson Avenue, Cheshire, CT on October 4, 2013.

**RESPONSE: Whole Foods Market Group, Inc. admits that Lily Transportation owned the office trailer at 400 East Johnson Avenue, Cheshire, CT. But, Whole Foods Market Group, Inc denies that it owned the real property known as 400 East Johnson Avenue, Cheshire, CT.**

9. The defendant, Whole Foods Market Group, Inc. was the owner of the office trailer located at 400 East Johnson Avenue, Cheshire, CT on October 4 2013.

**RESPONSE: DENIED**

10. The Lily Transportation office trailer was not owned by either Lily Transportation or the defendant, Whole Foods Market Group, Inc.

**RESPONSE: OBJECTION. Whole Foods Market Group, Inc. objects to this request for admissions #10 on the grounds that it is compound and confusing as worded.**

11. The defendant, Whole Foods Market Group Inc. was involved in the installation of the brick/paver walkway in question that was present on October 4. 2013.

**RESPONSE: DENIED**

12. The brick/paver stone walkway in question was removed, modified and/or repaired after October 4, 2013.

**RESPONSE: OBJECTION. Whole Foods Market Group, Inc. objects to this request for admission #12 on the grounds that it is compound with multiple parts,**

vague and confusing. It further objects on the grounds that the term “repaired” is argumentative and presumes that a defect existed.

13. The defendant, Whole Foods Market Group Inc. was involved in the removal, modification and/or repair of the brick/paver stone walkway in questions after October 4, 2013.

**RESPONSE: OBJECTION.** Whole Foods Market Group, Inc. objects to this request for admission #13 on the grounds that it is compound with multiple parts, vague and confusing. It further objects on the grounds that the term “repaired” is argumentative and presumes that a defect existed.

Notwithstanding these objections and without waiving these objections, Whole Foods Market Group, Inc. denies that it was involved in the removal, modification and/or repair of the brick/paver stone walkway in question. Upon information and belief, the brick/paver stone walkway in question was removed, modified and/or repair by Lily Transportation.

14. The defendant, Whole Foods Market Group, Inc. approved the installation of the brick/paver stone walkway that was present on October 4, 2013.

**RESPONSE: OBJECTION.** Whole Foods Market Group, Inc. objects to this request for admissions #14 on the grounds that it is compound and confusing. This request is also vague and ambiguous as the plaintiff has not defined the term “approved.” Thus, it is subject to multiple interpretations.

15. The defendant, Whole Foods Market Group, Inc. approved the removal, modification, and/or repair of the brick/paver stone walkway in question after October 4, 2013.

**RESPONSE: OBJECTION.** Whole Foods Market Group, Inc. objects to this request for admission #15 on the grounds that it is compound with multiple parts, vague and confusing. This request is also vague and ambiguous as the plaintiff has not defined the term “approved.” Thus, it is subject to multiple interpretations. It further objects on the grounds that the term “repaired” is argumentative and presumes that a defect existed.

Notwithstanding these objections and without waiving these objections, Whole Foods Market Group, Inc. denies that it was involved in or played any role in the removal, modification and/or repair of the brick/paver stone walkway in question. Upon information and belief, the brick/paver stone walkway in question was removed, modified and/or repair by Lily Transportation.

16. The defendant, Whole Foods Market Group, Inc. does not need to approve any installation, modification, and/or alteration Lily Transportation does on/to the property located at 400 East Johnson Avenue, Cheshire, CT.

**RESPONSE: OBJECTION.** Whole Foods Market Group, Inc. objects to this request for admission #16 on the grounds that it is compound with multiple parts, vague and confusing. This request is also vague and ambiguous as the plaintiff has not defined the term “approve.” Thus, it is subject to multiple interpretations. It further objects on the grounds that the request is not limited in time.

17. The defendant, Whole Foods Market Group, Inc. owned the brick/paver stone walkway at issue in this case on October 4, 2013.

**RESPONSE: DENIED**

18. The defendant, Whole Foods Market Group, Inc. owned the land upon which the brick/paver stone walkway at issue in this case was placed on October 4, 2013.

**RESPONSE: DENIED. The land upon which the walkway at issue sits upon is owned by WFM Properties Cheshire, LLC.**

19. Lily Transportation owned the brick/paver stone walkway at issue in this case on October 4, 2013.

**RESPONSE: ADMITTED**

20. Lily Transportation owned the land upon which the brick/paver stone walkway at issue in this case was placed on October 4, 2013.

**RESPONSE: DENIED. The land upon which the walkway at issue sits upon is owned by WFM Properties Cheshire, LLC.**

21. Other individuals have been injured on the brick/paver stone walkway at issue in this case other than the plaintiff.

**RESPONSE: OBJECTION: Whole Foods Market Group, Inc. objects to this request for admission #21 as it is overly broad and unduly burdensome. It is not limited in time. It is merely a fishing expedition by the plaintiff. This request for admission is more properly directed to Lily Transportation who has exclusive possession and control of the subject walkway and is responsible for its maintenance and repair.**

**Notwithstanding these objections and without waiving these objections, Whole Foods Market Group, Inc. states that it is not aware of any individuals who may have been injured on the subject walkway before plaintiff's accident.**

22. The individuals, if any, referred to in #19 brought a claim or action against Whole Foods Market Group, Inc. for compensation.

**RESPONSE: OBJECTION: Whole Foods Market Group, Inc. objects to this request for admission #22 as it is overly broad and unduly burdensome. It is not limited in time. It is merely a fishing expedition by the plaintiff.**

**Notwithstanding these objections and without waiving these objections, Whole Foods Market Group, Inc. states that there is none.**

23. The defendant, Whole Foods Market Group, Inc. was responsible for keeping the property located at 400 East Johnson Avenue, Cheshire, CT in reasonably safe conditions on October 4, 2013.

**RESPONSE: OBJECTION. Whole Foods Market Group, Inc. objects to this request for admission #23 on the grounds that it is overly vague and ambiguous. 400 East Johnson Avenue, Cheshire, CT is comprised of that part occupied by the Whole Foods Distribution Center and that part wholly occupied by non-party, Lily Transportation. The plaintiff has not specifically defined what part of 400 East Johnson Avenue, Cheshire, CT, he is referring to. Thus, this request for admissions is subject to multiple interpretations, vague and confusing.**

**Notwithstanding these objections and without waiving these objections, Whole Foods Market Group, Inc denies that it was responsible for keeping the Lily Transportation office trailer and its surrounding property/land, including but**

not limited to the brick/paver stone walkway at issue in reasonably safe condition. Such office trailer, surrounding property/land and brick/paver stone walkway at issue were in the exclusive possession and control of Lily Transportation and the responsibility of Lily Transportation to keep in reasonably safe condition.

24. The defendant, Whole Foods Market Group, Inc. was responsible for warning people lawfully on the premises of any dangerous and/or defective conditions it knew or should have known were present on the property located at 400 East Johnson Avenue in Cheshire, CT on October 4, 2013.

**RESPONSE: OBJECTION.** Whole Foods Market Group, Inc. objects to this request for admission #24 on the grounds that it is overly vague and ambiguous. 400 East Johnson Avenue, Cheshire, CT is comprised of that part occupied by the Whole Foods Distribution Center and that part wholly occupied by non-party, Lily Transportation. The plaintiff has not specifically defined what part of 400 East Johnson Avenue, Cheshire, CT, he is referring to. Thus, this request for admissions is subject to multiple interpretations, vague and confusing.

Notwithstanding these objections and without waiving these objections. Whole Foods Market Group, Inc. denies that it is responsible for providing warnings as to any alleged dangerous and/or defective conditions which may be found on that portion of the premises at 400 East Johnson Avenue, Cheshire, CT in the exclusive possession and control of non-party Lily Transportation and wholly occupied by non-party Lily Transportation.

25. The defendant, Whole Foods Market Group, Inc. was responsible for repairing, modifying, remedying any dangerous and/or defective conditions present on the property located at 400 East Johnson Avenue, Cheshire, CT on October 4, 2013.

**RESPONSE: OBJECTION.** Whole Foods Market Group, Inc. objects to this request for admission #25 on the grounds that it is overly vague and ambiguous. 400 East Johnson Avenue, Cheshire, CT is comprised of that part occupied by the Whole Foods Distribution Center and that part wholly occupied by non-party, Lily Transportation. The plaintiff has not specifically defined what part of 400 East Johnson Avenue, Cheshire, CT, he is referring to. Thus, this request for admissions is subject to multiple interpretations, vague and confusing.

Whole Foods Market Group, Inc. further objects on the grounds that this request for admission is compound with multiple parts.

Notwithstanding these objections and without waiving these objections, Whole Foods Market Group, Inc denies that it is responsible for repairing, modifying, remedying any alleged dangerous and/or defective conditions which may exist at the Lily Transportation office trailer and its surrounding property/land, including but not limited to the brick/paver stone walkway at issue. Such office trailer, surrounding property/land and brick/paver stone walkway at issue were in the exclusive possession and control of Lily Transportation and the responsibility of Lily Transportation to repair, modify, and remedy any alleged dangerous and/or defective conditions which may exist.

THE DEFENDANT,  
WHOLE FOODS MARKET GROUP, INC.

By:  \_\_\_\_\_

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**CERTIFICATION**

This is to certify that a copy of the foregoing has been mailed, postage pre-paid on June 29, 2016 to the following counsel and pro se parties of record:

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Janice D. Lai, Esq.