

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

Ayer District Court
CIVIL ACTION NO. 0748 CV 0568

TROY CAPITAL, LLC, ASSIGNEE OF EASY)
LOAN CORPORATION, ASSIGNEE OF GE)
CAPITAL FINANCIAL INC.,)
Plaintiff,)
)
VS.)
)
FRANK P. KARKOTA, JR. AKA FRANK P.)
KARKOTA AKA FRANK KARKOTA,)
Defendant)

PLAINTIFF'S RESPONSES TO DEFENDANT'S INTERROGATORIES TO PLAINTIFF

General Objections

Plaintiff generally objects to the definitions set forth in the interrogatories on the grounds and to the extent that they exceed the scope and requirements of Massachusetts Rule of Civil Procedure, including but not limited to Rules 26 and 34. Plaintiff generally objects to the definitions set forth in the interrogatories on the grounds and to the extent that are unduly burdensome, vague, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving this general objection, Plaintiff intends to answer these interrogatories completely and fully in accordance with the Massachusetts Rules of Civil Procedure and in accordance with the usual and customary meanings for the terms defined therein.

Plaintiff generally objects to these interrogatories to the extent they seek information and/or documents protected from discovery by the attorney-client or attorney work-product privileges, including information or documents obtained or prepared in anticipation of litigation, or is otherwise immune from discovery.

Plaintiff further objects to these interrogatories on the grounds and to the extent that they require Plaintiff to form legal conclusions or arrive at ultimate factual determinations.

Plaintiff further objects to these interrogatories on the grounds and to the extent that they are vague and ambiguous because of ill-defined terms, or factual assumptions, and the extent that they impose obligations on Plaintiff beyond the obligations specified in Rules 26 and 33 of the Massachusetts Rules of Civil Procedure.

Plaintiff reserves the right to supplement each answer.

These general objections are incorporated by reference into each and every interrogatory answer that follows, as if specifically stated therein. Subject to and without waiver of the General Objections set forth above, and any specific objections, Plaintiff answers as follows:

1. State your name, your position and your capacity to answer these questions.

Plaintiff's Response:

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

Troy Dupuis, President
TROY CAPITAL, LLC

2. How many copies of the attached document were received by GE Capital Financial Inc?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

3. Did GE Capital Financial Inc fill out the questionnaire(s) attached to the document?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

4. Did GE Capital Financial Inc appear at the creditor's meeting(s)?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

5. If the answer to the above question was "no," then why did GE Capital Financial Inc not appear?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK

P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

6. Did GE Capital Financial Inc ever file any objections with the bankruptcy court?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has

filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

7. If the answers to the above question was "no," then explain why GE Capital Financial Inc did not object to the bankruptcy.

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

8. Did GE Capital Financial Inc received the debtor's reorganization plan?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

9. How did GE Capital Financial Inc vote?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

10. Did GE Capital Financial Inc receive the checks for settlement payment?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

The Plaintiff has no records of any payment after of January 24, 2003.

According to the Plaintiff's records, the last payment on this account was made on or about January 24, 2003 in the amount of \$97.00.

11. Were the checks valid and did GE Capital Financial Inc accept the payment?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible

evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

The Plaintiff has no records of any payment after of January 24, 2003.

According to the Plaintiff's records, the last payment on this account was made on or about January 24, 2003 in the amount of \$97.00.

12. Was GE Capital Financial Inc ever contacted by the Massachusetts Board of Bar Overseers regarding their investigation of the bankruptcy?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA

AKA FRANK KARKOTA, only.

13. Was GE Capital Financial Inc ever contacted by the FBI, the US Attorney, the US Secret Service or by any other law enforcement agency investigating the bankruptcy?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

14. During the bankruptcy, the defendant was contacted by an attorney employed by GE Capital Financial Inc. The letter was forwarded to attorney George Nader who was handling the bankruptcy. What was the name and address of the attorney working for GE Capital Financial Inc?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows: I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

15. Did the above attorney received a response from attorney George Nader?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by

GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

16. The defendant was contacted by attorney Gary H. Kreppel on December 1, 2005 regarding this account. Was GE Capital Financial Inc notified by attorney Kreppel that GE Capital Financial Inc was a creditor in a bankruptcy and that the debt was discharged?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P.

KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

17. Has GE Capital Financial Inc notified any law enforcement agency that the bankruptcy was fraudulent?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

18. Does GE Capital Financial Inc have a legal responsibility to notify law enforcement of illegal financial activities?

Plaintiff's Response:

Plaintiff objects to this interrogatory to the extent that it is vague, unreasonable, not properly limited in time and scope, not reasonably calculated to lead to the discovery of admissible evidence.

The Plaintiff further objects on the grounds that this question is directed to the wrong party.

The Plaintiff further objects on the grounds that this request calls for a legal conclusion.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

I am answering these questions on behalf of the Plaintiff, TROY CAPITAL, LLC.

Per the allegations and documentation attached the Complaint, this account was assigned by GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION, and then to the Plaintiff, TROY CAPITAL, LLC.

The Plaintiff filed this suit as the result of a claim for unpaid monies loaned on a credit card issued to COMPOL INC. and to the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA.

Pursuant to the terms of the credit card agreement, both COMPOL, INC. and the FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA were liable for any charges made to the account.

Upon information and belief COMPOL, INC. filed bankruptcy in New Hampshire and was discharged in bankruptcy.

The Plaintiff has received and/or obtained no information indicating that the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, has filed bankruptcy.

The Plaintiff is not seeking any monies from COMPOL, INC..

The Plaintiff's claim is against FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, only.

19. What is the name of the GE Capital Financial Inc officer who will testify in court?

Plaintiff's Response:

The Plaintiff objects to this Interrogatory on the grounds that is it premature.

Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

The Plaintiff has not made any decisions as to witnesses or expert witnesses at this time.

The Plaintiff reserves the right to supplement this answer with reasonable notice to the Defendant.

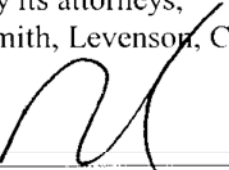
I, TROY DUPUIS, hereby depose and state on oath that I have read the foregoing answers to interrogatories, and subscribe to the same on behalf of Plaintiff, that the foregoing answers to interrogatories are based in part on personal knowledge, in part on information communicated to me, and in part on information obtained from the records in this matter; and that I believe that the foregoing answers to interrogatories to be true to the best of my knowledge.

SIGNED UNDER THE PENALTIES OF PERJURY THIS ____ DAY OF _____, 200__.

(Title)

As To Objections:

The Plaintiff,
By its attorneys,
Smith, Levenson, Cullen & Aylward, P.C.



Brian K. Aylward (BBO# 552296)
5 Essex Green Drive
Peabody, MA 01960
(978) 532-9494

Dated:

Plaintiff's Response:

The Plaintiff objects to this Interrogatory on the grounds that it is premature.

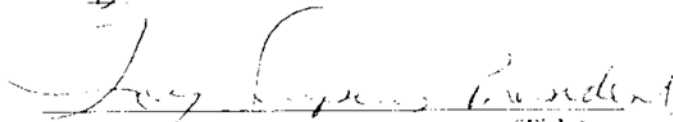
Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

The Plaintiff has not made any decisions as to witnesses or expert witnesses at this time.

The Plaintiff reserves the right to supplement this answer with reasonable notice to the Defendant.


I, TROY DUPUIS, hereby depose and state on oath that I have read the foregoing answers to interrogatories, and subscribe to the same on behalf of Plaintiff, that the foregoing answers to interrogatories are based in part on personal knowledge, in part on information communicated to me, and in part on information obtained from the records in this matter; and that I believe that the foregoing answers to interrogatories to be true to the best of my knowledge.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 27 DAY OF July, 2003.


(Title)

As To Objections:

The Plaintiff,
By its attorneys,
Smith, Levenson, Cullen & Aylward, P.C.


Brian K. Aylward (BBO# 552296)
5 Essex Green Drive
Peabody, MA 01960
(978) 532-9494

Dated: