

4/8/2005

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
Civil Action No. 05-1360

MARCIA RHODES, HAROLD RHODES, INDIVIDUALLY,)
HAROLD RHODES, ON BEHALF OF HIS MINOR CHILD)
AND NEXT FRIEND, REBECCA RHODES,)
 Plaintiffs,)
 v.)
))
AIG DOMESTIC CLAIMS, INC. f/k/a AIG TECHNICAL)
SERVICES, INC., NATIONAL UNION FIRE INSURANCE)
COMPANY OF PITTSBURGH, PA, and)
ZURICH AMERICAN INSURANCE COMPANY)
 Defendants.)

**PLAINTIFFS' FIRST SET OF INTERROGATORIES DIRECTED TO
ZURICH AMERICAN INSURANCE COMPANY**

Pursuant to Rules 26 and 33 of the Massachusetts Rules of Civil Procedure, Plaintiffs, Marcia Rhodes, Harold Rhodes individually and Harold Rhodes on behalf of his minor child and next friend Rebecca Rhodes, by their attorneys, Brown Rudnick Berlack Israels LLP, hereby request that Defendant, Zurich American Insurance Company answer the following interrogatories under oath within forty-five (45) days as set forth in the Massachusetts Rules of Civil Procedure.

This request is to be deemed continuing and any information secured subsequent to the service of the response hereto must be furnished with supplemental responses immediately upon receipt of such information.

DEFINITIONS

A. As used herein, the term "the Accident" shall mean the crash that occurred on January 9, 2002 involving Marcia Rhodes and Carlo Zalewski.

B. As used herein, the term “agreement” shall mean each and every agreement, contract, arrangement or understanding, oral or written, made or proposed, whenever and by whomever made or proposed, of whatever kind or character, concerning a specified subject matter.

C. As used herein, the term “AIGDC” shall mean and refer to AIG Domestic Claims, Inc. f/k/a AIG Technical Services, Inc., and any business entity owned, operated, or managed by, AIG Domestic Claims, Inc. and the officers, directors, employees, parents, subsidiaries, divisions, affiliates, predecessors, agents, counsel, attorneys, and other representatives of each such entity.

D. As used herein, the term “any” and the term “all” are intended to mean “any and all.”

E. The term "communication" as used herein includes, without limitation, the following: conversations, telephone conversations, e-mails, statements, discussions, debates, arguments, disclosures, interviews, consultation and every other manner of oral utterance, or electronic or written transmittals of information or messages.

F. As used herein, the term “concerning” means regarding, referring to, describing, evidencing or constituting.

G. The term “correspondence” shall mean any communication, whether oral, written, electronic or implied.

H. As used herein, the term “document” is defined to be synonymous in meaning and equal in scope to the usage of this term in Mass. R. Civ. P. 34, and is expressly intended to encompass any information compiled or retained in electronic format. A draft or non-identical copy is a separate document within the meaning of this term.

I. As used herein, the term “Driver Logistics” shall mean and refer to Driver Logistics Services, Inc. and any business entity owned, operated, or managed by Driver Logistics Services, Inc., any parent, subsidiary, division, affiliate, or predecessor-in-interest of, Driver Logistics Services, Inc. and the officers, directors, employees, parents, subsidiaries, divisions, affiliates, agents, counsel, attorneys, and other representatives of each such entity.

J. The term "fact" as used herein includes, without limitation, the following: circumstances, occurrences, occasions, events, incidences, oral communications, writings, episodes, experiences, happenings, transactions and all manner of other affairs, matters or things.

K. As used herein, the term “GAF” shall mean and refer to Building Materials Corp. of America d/b/a GAF Materials Corp., and any business entity owned, operated, or managed by GAF Materials Corp., any parent, subsidiary, division, affiliate, or predecessor-in-interest of, GAF Materials Corp. and the officers, directors, employees, parents, subsidiaries, divisions, affiliates, agents, counsel, attorneys, and other representatives of each such entity.

L. The terms "identify," or “identity” mean, with respect to a natural person, to set forth his or her full name, present or last known business and residence address and phone number, his or her employer, the position or positions held with that employer and a description of the job responsibilities of such person.

M. As used herein, the term “National Union” shall mean and refer to National Union Fire Insurance Company of Pittsburgh, PA, and any business entity owned, operated, or managed by, National Union Fire Insurance Company of Pittsburgh, PA and the officers, directors, employees, parents, subsidiaries, divisions, affiliates, agents, counsel, attorneys, and other representatives of each such entity.

N. As used herein, the term “or” and the term “and” shall mean “and/or” and vice-versa.

O. As used herein, the term “Penske” shall mean and refer to Penske Truck Leasing Corp. and any business entity owned, operated, or managed by Penske Truck Leasing Corp., any parent, subsidiary, division, affiliate, or predecessor-in-interest of, Penske Truck Leasing Corp. and the officers, directors, employees, parents, subsidiaries, divisions, affiliates, agents, counsel, attorneys, and other representatives of each such entity.

P. As used herein, the term “person” includes any natural person, any business, legal or governmental entity or association.

Q. As used herein, the term “Personal Injury Defendants” shall mean and refer collectively to Carlo Zalewski, GAF, Driver Logistics and Penske.

R. As used herein, the term “Plaintiffs” shall mean and refer collectively to Marcia Rhodes, Harold Rhodes individually and Harold Rhodes on behalf of his minor child and next friend Rebecca Rhodes.

S. As used herein, the term “representative” shall mean any present or former partners, directors, officers, attorneys, agents or employees, as applicable, and all other persons acting on behalf of any particular person.

T. As used herein, the term “Underlying Action” shall mean the personal injury action filed by Plaintiffs against GAF, Driver Logistics, Carlo Zalewski and Penske on or about July 12, 2002.

U. As used herein, the terms “you,” “your,” “yours,” or “Zurich” shall mean and refer to Zurich American Insurance Company, and any business entity owned, operated, or managed by, Zurich American Insurance Company and the officers, directors, employees,

parents, subsidiaries, divisions, affiliates, agents, counsel, attorneys, and other representatives of each such entity.

V. In case of doubt as to the scope of a clause including “and,” “or,” “any,” “all,” “each,” or “every,” the intended meaning is inclusive rather than exclusive.

W. Any word written in the singular also includes the plural and vice-versa.

INSTRUCTIONS

A. Your attention is called to the duty imposed by Massachusetts Rule of Civil Procedure 26(e) to supplement your answers to these interrogatories with respect to information hereinafter acquired.

B. If any of these interrogatories cannot be answered in full, then the respondent should answer to the extent possible, specify each reason for its inability to answer the remainder and state whatever information or knowledge it has concerning the unanswered portion. In answering the Interrogatories, furnish such information as is available to respondent, regardless of whether or not it is based on personal knowledge or records of respondent, its agents or representatives, or from others or others' records, regardless of source.

C. If any of these interrogatories call for the identification of documents or oral communications which you contend are protected by the attorney-client privilege or another claimed privilege or by the work product rule, furnish the information identifying such document or oral communication nevertheless (except for a summary of contents or substance) and also state all reasons for your claim that the document or oral communication is so privileged or protected.

INTERROGATORIES

Interrogatory No. 1

Please identify who is responding to these interrogatories and identify all individuals consulted in the preparation of your answers to these interrogatories. Include in your response the name, official title and job responsibilities of each such person.

Interrogatory No. 2

Please identify by name, employer, address and qualifications, each person retained and/or relied upon as an expert in connection with the Underlying Action, including but not limited to anyone called as an expert witness at the trial of the Underlying Action, and for each such person, state the subject matter of any opinions formed and/or advice given by such person, and provide a summary of the grounds and the materials relied upon for all such opinions and/or advice.

Interrogatory No. 3

Please identify each individual who was assigned to or supervised anyone assigned to Zurich claim # 4150000661 or who otherwise has or had information regarding the Accident, the Plaintiffs, the Underlying Action and/or Zurich claim # 4150000661. Your response should include the official title and a description of the role each individual played with respect to the Accident, the Plaintiffs, the Underlying Action and/or Zurich claim # 4150000661.

Interrogatory No. 4

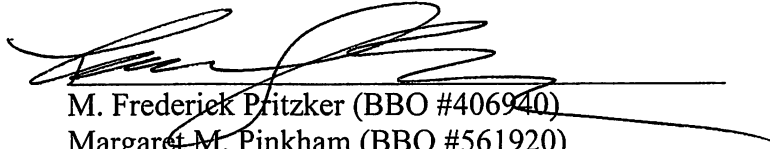
Identify by name, employer, address and qualifications, each person you expect to call as an expert witness at the trial of this action and for each such person:

- a. State the subject matter on which such person is expected to testify;
- b. State the substance of the facts and opinions to which each such person is expected to testify; and

c. Provide a summary of the grounds and the materials relied upon for each such opinion.

MARCIA RHODES, HAROLD RHODES,
INDIVIDUALLY, HAROLD RHODES,
ON BEHALF OF HIS MINOR CHILD
AND NEXT FRIEND, REBECCA RHODES,

By their attorneys,



M. Frederick Pritzker (BBO #406940)
Margaret M. Pinkham (BBO #561920)
Daniel J. Brown (BBO #654459)
Jennifer M. Ryan (BBO #661498)
BROWN RUDNICK BERLACK ISRAELS LLP
One Financial Center
Boston, MA 02111
Telephone: (617) 856-8200
Fax: (617) 856-8201

DATED: April 8, 2005

CERTIFICATE OF SERVICE

Counsel for plaintiffs hereby certifies that a copy of the foregoing document was served via process server to all parties:

AIG Domestic Claims, Inc.
f/k/a AIG Technical Services, Inc.
c/o United States Corporation Co.
84 State Street
Boston, MA 02104

National Union Fire Insurance Company
of Pittsburgh, PA
c/o Massachusetts Division of Insurance
Legal Department
One South Station
Boston, MA 02110

Zurich American Insurance Company
c/o Massachusetts Division of Insurance
Legal Department
One South Station
Boston, MA 02110



Daniel J. Brown

DATED: April 8, 2005
1355739 v1 - BROWNDJ - 000005/0202



**Domestic Claims, Inc.
Excess Claims**

175 Water Street, 22nd Floor
New York, New York 10038
212.458.5782 (Phone)
212.458.5680 (Fax)
warren.nitti@aig.com (e-mail)

May 2, 2005

VIA CERTIFIED MAIL No. 7002 2410 0005 2616 0091

M. Frederick Pritzker, Esq.
Brown Rudnick Berlack & Israels
One Financial Center
Boston, MA 02111

RE: Insured : Building Material Corp. of America, d/b/a GAF Corporation
Claimant : Marcia Rhodes, et. al.
Date of Loss : January 9, 2002
Our File # : 169-151612

Dear Mr. Pritzker:

As you know, AIG Domestic Claims, Inc., ("AIGDC") is the claims administrator on behalf of the National Union Fire Insurance Company of Pittsburgh, Pa., ("National Union") which issued commercial umbrella insurance to GAF Corporation with reference to the claims made against Building Materials Corporation of America d/b/a GAF Materials Corporation ("GAF"), Driver Logistics Services ("DLS") and Carlo Zalewski by your clients, Marcia and Harold Rhodes, and their daughter Rebecca Rhodes.

In our continuing effort to stimulate good faith settlement discussions on the above-referenced matter, AIGCS, on behalf of National Union extends a settlement offer of \$5,750,000 to your clients in final settlement of the claims related to this loss. This offer is comprised of the following components: \$3,750,000 in cash, and \$2,000,000 in a structured annuity with projected benefits through the date Mrs. Rhodes reaches 75 of \$5,162,535. An illustration of the annuity is enclosed.

Kindly convey this offer to your clients and advise your response. Thank you.

Very truly yours,

Warren C. Nitti
Complex Director

SETTLEMENT PROPOSAL

**Marcia Rhodes
Date of Birth: June 22, 1955
Normal Life Expectancy: 32 Years**

| | Proposal 1 | | |
|---|----------------------------------|----------------------------------|----------------------------------|
| | <u>Cost</u> | <u>Guaranteed Benefits</u> | <u>Projected Benefits</u> |
| <u>Lifetime Monthly Benefits</u> | | | |
| \$7,241.74 per month for the life of Marcia Rhodes, guaranteed 20 years, beginning on October 15, 2005, increasing at 3 % compounding annually. Compounding begins on October 15, 2006. The last guaranteed payment will be made on September 15, 2025. | \$1,729,733.96 | \$2,335,059.19 | \$4,562,535.92 |
| <u>Guaranteed Lump Sums</u> | | | |
| \$100,000 guaranteed lump sum payable at age 60 (on June 22, 2015). | \$64,632.27 | \$100,000.00 | \$100,000.00 |
| \$200,000 guaranteed lump sum payable at age 65 (on June 22, 2020). | \$97,391.52 | \$200,000.00 | \$200,000.00 |
| \$300,000 guaranteed lump sum payable at age 70 (on June 22, 2025). | \$108,242.25 | \$300,000.00 | \$300,000.00 |
| | <u>\$270,266.04</u> | <u>\$600,000.00</u> | <u>\$600,000.00</u> |
| TOTAL | <u><u>\$2,000,000.00</u></u> | <u><u>\$2,935,059.19</u></u> | <u><u>\$5,162,535.92</u></u> |

This proposal is valid until April 25, 2005.

JB/rh:AMGEN
April 15, 2005

Prepared By: EPS Settlements Group, Inc.

BENEFIT SCHEDULE

COMPOUNDING AT 3% ANNUALLY FOR MARCIA RHODES

| Year | Monthly Income | Annual Income | Accumulative Income | Year | Monthly Income | Annual Income | Accumulative Income |
|------|----------------|---------------|---------------------|------|----------------|---------------|---------------------|
| 1 | \$7,241.74 | \$86,900.88 | \$86,900.88 | 41 | \$23,622.83 | \$283,473.95 | \$6,835,909.78 |
| 2 | \$7,458.99 | \$89,507.91 | \$176,408.79 | 42 | \$24,331.51 | \$291,978.17 | \$7,127,887.95 |
| 3 | \$7,682.76 | \$92,193.14 | \$268,601.93 | 43 | \$25,061.46 | \$300,737.52 | \$7,428,625.47 |
| 4 | \$7,913.24 | \$94,958.94 | \$363,560.87 | 44 | \$25,813.30 | \$309,759.64 | \$7,738,385.11 |
| 5 | \$8,150.64 | \$97,807.71 | \$461,368.57 | 45 | \$26,587.70 | \$319,052.43 | \$8,057,437.55 |
| 6 | \$8,395.16 | \$100,741.94 | \$562,110.51 | 46 | \$27,385.33 | \$328,624.01 | \$8,386,081.55 |
| 7 | \$8,647.02 | \$103,764.20 | \$665,874.71 | 47 | \$28,206.89 | \$338,482.73 | \$8,724,544.28 |
| 8 | \$8,906.43 | \$106,877.12 | \$772,751.83 | 48 | \$29,053.10 | \$348,637.21 | \$9,073,181.49 |
| 9 | \$9,173.62 | \$110,083.43 | \$882,835.26 | 49 | \$29,924.69 | \$359,096.32 | \$9,432,277.81 |
| 10 | \$9,448.83 | \$113,385.94 | \$996,221.20 | 50 | \$30,822.43 | \$369,869.21 | \$9,802,147.03 |
| 11 | \$9,732.29 | \$116,787.52 | \$1,113,008.72 | 51 | \$31,747.11 | \$380,965.29 | \$10,183,112.32 |
| 12 | \$10,024.26 | \$120,291.14 | \$1,233,299.86 | 52 | \$32,699.52 | \$392,394.25 | \$10,575,508.57 |
| 13 | \$10,324.99 | \$123,899.88 | \$1,357,199.73 | 53 | \$33,680.51 | \$404,166.08 | \$10,979,672.65 |
| 14 | \$10,634.74 | \$127,616.87 | \$1,484,816.61 | 54 | \$34,690.92 | \$416,291.06 | \$11,395,963.71 |
| 15 | \$10,953.78 | \$131,445.38 | \$1,616,261.98 | 55 | \$35,731.65 | \$428,779.79 | \$11,824,743.50 |
| 16 | \$11,282.39 | \$135,388.74 | \$1,751,650.72 | 56 | \$36,803.60 | \$441,643.18 | \$12,266,386.68 |
| 17 | \$11,620.87 | \$139,450.40 | \$1,891,101.13 | 57 | \$37,907.71 | \$454,892.48 | \$12,721,279.16 |
| 18 | \$11,969.49 | \$143,633.91 | \$2,034,735.04 | 58 | \$39,044.94 | \$468,539.25 | \$13,189,818.42 |
| 19 | \$12,328.58 | \$147,942.93 | \$2,182,677.97 | 59 | \$40,216.29 | \$482,595.43 | \$13,672,413.85 |
| 20 | \$12,698.43 | \$152,381.22 | \$2,335,059.19 | 60 | \$41,422.77 | \$497,073.30 | \$14,169,487.15 |
| 21 | \$13,079.39 | \$156,952.66 | \$2,492,011.84 | 61 | \$42,665.46 | \$511,985.49 | \$14,681,472.64 |
| 22 | \$13,471.77 | \$161,661.24 | \$2,653,673.08 | 62 | \$43,945.42 | \$527,345.06 | \$15,208,817.70 |
| 23 | \$13,875.92 | \$166,511.07 | \$2,820,184.15 | 63 | \$45,263.78 | \$543,165.41 | \$15,751,983.11 |
| 24 | \$14,292.20 | \$171,506.40 | \$2,991,690.56 | 64 | \$46,621.70 | \$559,460.37 | \$16,311,443.48 |
| 25 | \$14,720.97 | \$176,651.60 | \$3,168,342.16 | 65 | \$48,020.35 | \$576,244.18 | \$16,887,687.67 |
| 26 | \$15,162.60 | \$181,951.14 | \$3,350,293.30 | 66 | \$49,460.96 | \$593,531.51 | \$17,481,219.18 |
| 27 | \$15,617.47 | \$187,409.68 | \$3,537,702.98 | 67 | \$50,944.79 | \$611,337.46 | \$18,092,556.63 |
| 28 | \$16,086.00 | \$193,031.97 | \$3,730,734.95 | 68 | \$52,473.13 | \$629,677.58 | \$18,722,234.21 |
| 29 | \$16,568.58 | \$198,822.93 | \$3,929,557.87 | 69 | \$54,047.33 | \$648,567.91 | \$19,370,802.12 |
| 30 | \$17,065.63 | \$204,787.62 | \$4,134,345.49 | 70 | \$55,668.75 | \$668,024.94 | \$20,038,827.06 |
| 31 | \$17,577.60 | \$210,931.24 | \$4,345,276.74 | 71 | \$57,338.81 | \$688,065.69 | \$20,726,892.75 |
| 32 | \$18,104.93 | \$217,259.18 | \$4,562,535.92 | 72 | \$59,058.97 | \$708,707.66 | \$21,435,600.42 |
| 33 | \$18,648.08 | \$223,776.96 | \$4,786,312.88 | 73 | \$60,830.74 | \$729,968.89 | \$22,165,569.31 |
| 34 | \$19,207.52 | \$230,490.27 | \$5,016,803.14 | 74 | \$62,655.66 | \$751,867.96 | \$22,917,437.27 |
| 35 | \$19,783.75 | \$237,404.97 | \$5,254,208.12 | 75 | \$64,535.33 | \$774,424.00 | \$23,691,861.27 |
| 36 | \$20,377.26 | \$244,527.12 | \$5,498,735.24 | 76 | \$66,471.39 | \$797,656.72 | \$24,489,517.98 |
| 37 | \$20,988.58 | \$251,862.94 | \$5,750,598.18 | 77 | \$68,465.53 | \$821,586.42 | \$25,311,104.40 |
| 38 | \$21,618.24 | \$259,418.83 | \$6,010,017.00 | 78 | \$70,519.50 | \$846,234.01 | \$26,157,338.42 |
| 39 | \$22,266.78 | \$267,201.39 | \$6,277,218.39 | 79 | \$72,635.09 | \$871,621.03 | \$27,028,959.45 |
| 40 | \$22,934.79 | \$275,217.43 | \$6,552,435.82 | 80 | \$74,814.14 | \$897,769.66 | \$27,926,729.11 |

SETTLEMENT PROPOSAL

Marcia Rhodes
Date of Birth: June 22, 1955
Normal Life Expectancy: 32 Years

| | Proposal 1 | | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
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BENEFIT SCHEDULE

COMPOUNDING AT 3% ANNUALLY FOR MARCIA RHODES

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| 31 | \$17,577.60 | \$210,931.24 | \$4,345,276.74 | 71 | \$57,338.81 | \$688,065.69 | \$20,726,892.75 |
| 32 | \$18,104.93 | \$217,259.18 | \$4,562,535.92 | 72 | \$59,058.97 | \$708,707.66 | \$21,435,600.42 |
| 33 | \$18,648.08 | \$223,776.96 | \$4,786,312.88 | 73 | \$60,830.74 | \$729,968.89 | \$22,165,569.31 |
| 34 | \$19,207.52 | \$230,490.27 | \$5,016,803.14 | 74 | \$62,655.66 | \$751,867.96 | \$22,917,437.27 |
| 35 | \$19,783.75 | \$237,404.97 | \$5,254,208.12 | 75 | \$64,535.33 | \$774,424.00 | \$23,691,861.27 |
| 36 | \$20,377.26 | \$244,527.12 | \$5,498,735.24 | 76 | \$66,471.39 | \$797,656.72 | \$24,489,517.98 |
| 37 | \$20,988.58 | \$251,862.94 | \$5,750,598.18 | 77 | \$68,465.53 | \$821,586.42 | \$25,311,104.40 |
| 38 | \$21,618.24 | \$259,418.83 | \$6,010,017.00 | 78 | \$70,519.50 | \$846,234.01 | \$26,157,338.42 |
| 39 | \$22,266.78 | \$267,201.39 | \$6,277,218.39 | 79 | \$72,635.09 | \$871,621.03 | \$27,028,959.45 |
| 40 | \$22,934.79 | \$275,217.43 | \$6,552,435.82 | 80 | \$74,814.14 | \$897,769.66 | \$27,926,729.11 |