

Harold Rhodes objects to any interrogatory that calls for confidential 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 "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.

C. As used herein, the term "burdensome" means that it would be unduly burdensome, oppressive, annoying, time consuming and expensive to compile and furnish the documents called for in view of the degree of their relevance and materiality, if any.

D. As used herein, the term "compound" means that a request contains multiple, unrelated requests that are improperly combined together.

E. 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.

F. As used herein, the term "overly broad" means that a request is unreasonably general, vague and nonspecific.

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

H. As used herein, the term “privileged” means that the documents requested are subject to the attorney-client privilege, the attorney work product doctrine or any other recognized privilege against disclosure.

I. 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.

J. As used herein, the term “Zurich” shall mean, Zurich American Insurance Company and any business entity owned, operated, or managed by Zurich American Insurance Company, any parent, subsidiary, division, affiliate, or predecessor-in-interest of, Zurich American Insurance Company and the officers, directors, employees, parents, subsidiaries, divisions, affiliates, agents, counsel, attorneys, and other representatives of each such entity.

INTERROGATORIES AND ANSWERS

INTERROGATORY NO. 1

Please state in complete detail all facts upon which you base your claim that AIGDC violated and is liable to you under M.G.L. c.93A and 176D and describe in detail all evidence that you have that AIGDC violated M.G.L. c.93A and 176D, including all evidence that supports each alleged unfair or deceptive act or practice, violation of c.93A or violation of c.176D by AIGDC.

ANSWER

Please refer to the Complaint and Chapter 93A Demand Letters which are incorporated by reference.

In addition to the facts described in the Complaint and Demand Letters, the Personal Injury Defendants, despite having stipulated to liability, moved for a new trial or remittitur. After that request was denied the Personal Injury Defendants filed Notices of Appeal, and challenged the jury verdict as “excessive.”

While the appeal was pending, AIGDC and National Union would only discuss a global settlement of all claims –AIGDC, for itself and National Union, refused to discuss settlement of the Underlying Action and the 93A claims separately. AIGDC further indicated that it would not consider settling all claims, including the Chapter 93A claim, for even the amount of the \$12,500,000 (including interest to date) awarded in the Underlying Action.

Additionally, AIGDC and National Union attempted to stay this case and prevent discovery pending the appeal in the Underlying Action. The appeal lacked merit, and only challenged the amount of the award claiming that it was “excessive” and that the jury would have returned a lower verdict but for (1) the denial by two different judges (Chernoff, J. and Donovan, J.) of Defendants’ requests to conduct a fishing expedition into Mrs. Rhodes’ mental health records; (2) Judge Donovan, the trial judge, exercise of her discretion in not excusing a juror; (3) the amount of the jury award; and (4) the denial of Defendants’ motions for new trial or remittitur.

After more than 3 years passed since the Accident, AIGDC and National Union finally settled the Underlying Action for \$8,969,500. When coupled with the settlement from the third-party defendant and Zurich, this amount represents the entire jury award and almost all of the interest that had accrued. The Defendants then withdrew their motion to stay.

To support these facts, please refer to Defendants’ responses to the 93A Demand Letters, Defendants Answers to the Complaint, and discovery in the Underlying Action.

Furthermore, I believe that the Defendants’ claim files, which have been withheld, include substantial evidence of AIGDC’s unfair and deceptive practices.

INTERROGATORY NO. 2

Please identify and describe in complete detail every act, omission or practice by AIGDC that you assert constituted an unfair or deceptive act or practice in violation of M.G.L. c.93A or that you assert violated c.176D.

ANSWER

See Answer to Interrogatory No. 1.

INTERROGATORY NO. 3

Identify each provision of G.L. c.176D that you claim was violated by AIGDC, explain how AIGDC violated each such provision and described in detail all evidence of which you are aware that you contend demonstrates, suggests or indicates that AIGDC violated each provision.

ANSWER

See Answer to Interrogatory No. 1.

INTERROGATORY NO. 4

Identify all statements or admissions, whether written, oral or otherwise, made by you or your representative regarding the verdict in the underlying matter, including, but not limited to, published and non-published statements made by your attorneys to the Boston Herald, Massachusetts Lawyers Weekly, and any other media outlets.

ANSWER

Harold Rhodes objects to this Interrogatory as it does not seek the discovery of relevant evidence, nor evidence that is likely to lead to relevant evidence. Moreover, it is impossible for him to identify every statement regarding the verdict in the Underlying Action. Additionally, Mr. Rhodes objects to this Interrogatory as it requests communications protected by the attorney-client privilege, the psychotherapist-patient privilege and the testimonial disqualification of spouses. Without waiving these objections, Harold Rhodes responds as follows:

I have not made any non-privileged statements other than simply stating the result, and I believe my lawyers have made no statements other than those published in public media, an exact list of which was not maintained, but included an article in the Boston Herald published on Saturday, September 25, 2004, and articles published in Massachusetts Lawyers Weekly on October 18, 2004 and January 17, 2005.

The only written statements were:

12/21/04—completed form regarding verdict summary from Margaret M. Pinkham sent to Verdict Research Group

2/22/05—Fax providing verdict summary from Margaret M. Pinkham to Margie Banner, Paralegal, The Massachusetts Verdict Reporter

3/17/05—Fax providing verdict summary from Margaret M. Pinkham to Tina Cantave, Case Verification Desk, Jury Verdict Research, LRP Publications

INTERROGATORY NO. 5

Please state in complete detail all facts upon which you base your allegation that AIGDC committed a willful and/or knowing violation of M.G.L. c.93A and describe in detail all evidence that you believe establishes these facts.

ANSWER

See Answer to Interrogatory No. 1.

Furthermore, I believe that the Defendants' claim files, which have been withheld, include substantial evidence of AIGDC's willful and or knowing unfair and deceptive practices.

INTERROGATORY NO. 6

Please identify and describe in complete detail:

- (a) all unfair or deceptive acts or practices or other conduct in violation of M.G.L. c.93A and/or c. 176D by AIGDC that have caused you to incur any injury or harm of any type;
- (b) the injury or harm that you were caused to incur; and
- (c) how all unfair or deceptive acts or practices or other conduct identified in response to part (a) caused you to incur the injury or harm identified in response to part (b).

ANSWER

(a) See Answer to Interrogatory No. 1.

(b)-(c) Defendants' failure to effect a fair and equitable settlement forced me and my family to suffer the frustrations and stresses of litigating the Underlying Action for more than 2 ½ years before going to trial, purely on damages, despite the fact that liability was reasonably clear and the defendants ultimately admitted to liability. Defendants' failure to effect a fair and reasonable settlement also caused me to provide more of the personal care to my wife to supplement her home healthcare, forced us to not be able to complete necessary modifications to our house, required me to testify and required me to watch my wife and daughter testify in front of a court room of strangers about the intimate nature of the care I have to provide as well as making me watch my daughter dissolve into tears in front of the jury and having to comfort her during the recess so that she could continue to testify.

INTERROGATORY NO. 7

Please identify and describe in complete detail all damages, injuries or harms you allege to have suffered as a result of the actions by AIGDC that are alleged in the complaint or in the February 18, 2005, demand letter that your attorneys sent to AIGDC.

ANSWER

See Answer to Interrogatory No. 6.

INTERROGATORY NO. 8

Please state what amounts you contend would have constituted a "fair and equitable" settlement amount as alleged in Paragraph 120 of your Complaint from January 2002 until the resolution of the underlying matter. If the amount that you contend would have constituted a "fair and equitable" settlement amount changed at any time, please indicate for what periods of time each amount is applicable.

ANSWER

I did not have an understanding of what would constitute a fair and reasonable range of settlement. I relied on the judgment of my lawyers. Obviously, every month that range increased because of statutory interest. The jury ultimately decided that a \$9,412,000 verdict, plus interest, was fair and equitable, and Judge Donovan agreed by denying the Personal Injury Defendants' motion to reduce the award.

INTERROGATORY NO. 9

Please state what offers of settlement you would have accepted from January 2002 until the resolution of the underlying matter. If the amount you would have accepted changed at any time, please indicate for what periods of time each amount is applicable.

ANSWER

I believe the family was willing to accept \$8 million to resolve the underlying matter up through the mediation. Stating what the family would have agreed to between the time of the mediation and the jury announcing its verdict would be speculative. After the jury verdict, I was willing to accept the full amount of the jury verdict plus all accrued interest to resolve the underlying matter.

INTERROGATORY NO. 10

Please state what settlement amount, if any, you authorized your representatives to accept prior to the trial of the underlying matter, and when such authorization was provided by you.

ANSWER

Harold Rhodes objects to this Interrogatory to the extent that it seeks to reveal the content of communications with counsel that are protected by the attorney-client privilege. Without waiving said objection, Mr. Rhodes states that there are none, other than those communicated to Defendants.

INTERROGATORY NO. 11

Please list each offer of settlement that was made to you by either AIGDC, National Union, or Zurich; who made each offer; and the date and amount of each offer.

ANSWER

In addition to Defendants' Responses to Plaintiffs' Chapter 93A Demand Letters, the following settlement offers were made:

Late March 2004	Zurich offered \$2 million policy, conditioned upon a release of all claims, communicated through Gregory Deschenes, Esq.
8/11/04	AIGDC offered \$750K which increased to \$1.5 million, on top of the Zurich \$2 million.
9/7/04	AIGDC offered \$3.5 million.
9/13/04	AIGDC offered \$2.2 million cash and structured settlement w/ present value of \$1.8 million.
9/14/04	AIGDC offered \$2.7 million cash plus structured settlement of \$1.8 million net value.
9/15/04	AIGDC offered \$4 million on top of Zurich's \$2 million.
12/17/04	Zurich offered the \$2 million policy limit plus \$322,995.75 in post-judgment interest.
1/20/05	AIGDC reaffirmed \$7 million total offer (\$5 million AIGDC/National Union contribution) for both the Underlying Action and the Chapter 93A claim.

5/2/05	Letter from Warren Nitti offering \$5.75 million, \$3.75 million of which was in cash and the remaining amount in a structured annuity.
6/3/05	AIGDC finally settled for \$8,969,500.

INTERROGATORY NO. 12

Please list each settlement demand made by you or on your behalf relating to the underlying matter, who made each settlement demand, to whom each settlement demand was made, and the date and amount of each such demand.

ANSWER

In addition to Plaintiffs' Chapter 93A Demand Letters, the following demands were made:

8/13/03	\$16.5 million demand made by M. Frederick Pritzker to Building Materials Corp. of America d/b/a GAF Materials Corp., Driver Logistics Services, Inc., Penske Trucking Leasing Corp. and Carlo Zalewski.
12/1/03	\$19.5 million demand made by M. Frederick Pritzker to Building Materials Corp. of America d/b/a GAF Materials Corp., Driver Logistics Services, Inc., Penske Trucking Leasing Corp. and Carlo Zalewski.
8/11/04	\$15 million demand made by M. Frederick Pritzker to Warren Nitti at mediation.
9/13/04	M. Frederick Pritzker responded to Defendants' offer, made by Warren Nitti, stating that Mr. Pritzker would recommend to clients that they settle for structured settlement plus \$10 million cash, for a total of \$12.8 million.
9/14/04	M. Frederick Pritzker responded to Defendants' offer, made by Warren Nitti, stating that Mr. Pritzker would recommend to clients that they settle for \$9.8 million cash plus the structured settlement of \$1.8 million.
1/27/05	Letter from M. Frederick Pritzker to Russell X. Pollock stating that would recommend that Plaintiffs' settle all claims for \$15.65 million.
5/12/05	M. Frederick Pritzker responded to 5/2/05 letter from Warren Nitti stating that no settlement below the verdict, plus interest, would be considered.
5/16/05	M. Frederick Pritzker demanded the full amount of the judgment and accrued interest to settle underlying claim.

INTERROGATORY NO. 13

Please identify by name, address and telephone number all persons whom you plan to call as a witness at trial.

ANSWER

Not yet determined.

INTERROGATORY NO. 14

State whether you contend that any officer, employee, representative or agent of AIGDC made an admission, statement or comment (whether oral or written) which refers to, relates to or bears upon any issue relevant to this litigation and then for every such alleged admission, statement or comment, please state:

- (a) the date on which each was made;
- (b) the person that made each;
- (c) the substance of each;
- (d) the name and address of every person present when each was made;
- (e) the name(s) and address(es) of every person to whom each was directed;
- (f) whether each was oral or in writing; and
- (g) for each that was written, include the present location and the person with custody of it.

ANSWER

Harold Rhodes objects to this Interrogatory as it is impossible for him to identify every statement made by an AIGDC officer, employee, representative or agent that would be relevant to this action, especially given that Defendants possess this information and the claims file, which likely contains such information, has been withheld. Additionally, this Interrogatory is unduly burdensome in its demand to provide the names and addresses of every person present during every conversation.

8/11/04	At mediation, Warren Nitti offered offered \$750K which increased to \$1.5 million, on top of the Zurich \$2 million. Present at the mediation were: M. Frederick Pritzker, Margaret M. Pinkham, Gregory Deschenes, John Johnson, Larry Boyle, John Knight, Stephen Duggan, Peter Hermes, Warren Nitti, and Thomas Porter, Esq.
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9/7/04	Warren Nitti offered \$3.5 million to M. Frederick Pritzker.
9/13/04	Warren Nitti offered \$2.2 million cash and structured settlement w/ present value of \$1.8 million to M. Frederick Pritzker.
9/14/04	Warren Nitti offered \$2.7 million cash plus structured settlement of \$1.8 million net value to M. Frederick Pritzker.
9/15/04	Warren Nitti offered \$4 million on top of Zurich's \$2 million to M. Frederick Pritzker, in the presence of Russell X. Pollock.
12/17/04	Warren Nitti responded to Plaintiffs' Chapter 93A Demand Letter on behalf of AIGDC and National Union. Nitti offered \$5 million above the excess policy—\$1.25 million of which would be structured—to settle all claims. This letter further explains the apparent position of AIGDC and National Union with respect to Plaintiffs' claims.
1/20/05	<p>Warren Nitti of AIGDC, together with Randall Simard of EPS Settlements Group in Burlington, CT, and appellate counsel, Myles McDonough of Sloane & Walsh, met with M. Frederick Pritzker, Margaret M. Pinkham and Daniel J. Brown.</p> <p>Nitti noted that he had responded to the 93A Demand letter with an offer that was \$1 million more than the \$6 million settlement offer he made at the end of the trial in the underlying case. In addition, Nitti said he believed that AIG had a solid basis for an appeal. Nitti further stated that he did not understand the basis for a 93A claim, and repeatedly stated that Zurich did not respond to his phone calls over the previous two months. He said he couldn't call Pritzker until he heard from Zurich. Nitti said that when he became involved and saw the level of preparation by Nixon Peabody, he immediately got new counsel involved to conduct discovery and sought mediation.</p> <p>Nitti confirmed that the \$7 million total offer (\$5 million AIGDC/National Union contribution) was intended to settle both the underlying case and 93A claims. He also indicated that he had no authority to have any settlement discussion on the 93A claim, but asked for a demand that he could present to his superiors.</p> <p>Nitti again said that he would not have any settlement discussions that would leave open a 93A claim, and he again asked for a number value for the 93A claim.</p> <p>There was additional discussion about the relative merits of the 93A claim and AIGDC's and National Union's defense that it had no obligation to do anything until Zurich offered the primary policy, and their contention that once the primary policy was offered, AIGDC had acted quickly and reasonably to explore settlement.</p> <p>Nitti argued that the plaintiffs were unreasonable since the demands had bounced</p>

	up and down and that it went from \$16.5 million to \$19.5 million to \$15 million.
3/18/05	Warren Nitti responded to 2/18/05 demand on behalf of AIGDC – restating the 1/20/05 offer. This letter further explains the apparent position of AIGDC and National Union.

I further believe that the Defendants' claim files, which have been withheld, contain statements or admissions of AIGDC officers, employees, representatives and/or agents that are highly relevant to this case.

INTERROGATORY NO. 15

Please describe in detail your understanding of AIGDC's role in the original lawsuit, including any appeal, and identify all evidence that you possess or are aware of which supports your understanding.

ANSWER

AIGDC, as described on the AIG website, provides claims and litigation-management services to AIG, Inc.'s business customers. In the Underlying Action, AIGDC acted as claims administrator for National Union, and was responsible for all settlement discussions and settlement offers in the Underlying Action. These facts are supported by the letters from Warren Nitti to M. Frederick Pritzker dated December 17, 2004 and March 18, 2005. These facts are further supported by the fact that Warren Nitti, an employee of AIGDC, was negotiating on behalf of National Union and AIGDC, and attended the trial in the Underlying Action. Furthermore, it is believed that the Defendants' claim files, which have been withheld, contain further evidence of the role AIGDC played in the Underlying Action.

INTERROGATORY NO. 16

Identify (by name, current or most recently known home and work telephone number, current or most recent employer and place of employment, and current or most recent residential

address) all persons who have any knowledge of any of the facts or evidence set forth in any of your answers to these interrogatories and state the facts or evidence known to each such person.

ANSWER

Harold Rhodes objects to this Interrogatory as it is impossible for him to identify every person with knowledge of relevant facts, especially as to those agents, employees and representatives of the corporate defendants. Without waiving this objection, Harold Rhodes responds as follows:

1. Marcia Rhodes— may be contacted through counsel and is aware of facts regarding the Accident, the Underlying Action, and Defendants' settlement offers
2. Harold Rhodes—may be contacted through counsel and is aware of facts regarding the Accident, the Underlying Action, and Defendants' settlement offers
3. Rebecca Rhodes—may be contacted through counsel and is aware of the Accident
4. M. Frederick Pritzker—Member, Brown Rudnick Berlack Israels LLP, One Financial Center, Boston, MA 02111—is aware of all facts regarding the Accident, the Underlying Action, and Defendants' settlement offers and negotiations
5. Margaret M. Pinkham—Member, Brown Rudnick Berlack Israels LLP, One Financial Center, Boston, MA 02111—is aware of all facts regarding the Accident, the Underlying Action, and Defendants' settlement offers and negotiations
6. Daniel J. Brown—Associate, Brown Rudnick Berlack Israels LLP, One Financial Center, Boston, MA 02111—is aware of all facts regarding the Accident, the Underlying Action, and Defendants' settlement offers and negotiations
7. Carlotta M. Patten—Associate, Metaxas Norman & Pidgeon, LLP, 900 Cummings Center, Suite 207T, Beverly, MA 01915—is aware of facts regarding the Accident, and the Underlying Action, up to the point of the jury's verdict
8. Counsel for the Personal Injury Defendants are aware of all facts regarding the Accident, the Underlying Action, and Defendants' settlement offers and negotiations: Steve Leary; Michael Smith; John Knight; Lawrence Boyle; Timothy Corrigan; John Johnson; Gregory Deschenes; Melissa Tearney; Grace Wu; Russell Pollock; William Conroy.
9. Defendants' counsel during the Underlying Action and this action are probably aware of all facts regarding the Accident, the Underlying Action, and Defendants' settlement offers and negotiations
10. All persons who handled the claim file are probably aware of all facts regarding the Accident, the Underlying Action, and Defendants' settlement offers and negotiations

INTERROGATORY NO. 17

Please state whether you intend to call as a witness at trial M. Frederick Pritzker, Margaret M. Pinkham, Carlotta M. Patten, or Daniel J. Brown. If so, please state the anticipated subject matter of his or her testimony.

ANSWER

No final decision has been made, but it is not anticipated at this time that Plaintiffs' counsel will be called as witnesses.

The Plaintiffs also believe that all communications with counsel for Defendants and the Personal Injury Defendants are undisputed.

INTERROGATORY NO. 18

Please state whether you intend to introduce as evidence at trial any written or oral communications made between AIGDC and M. Frederick Pritzker, Margaret M. Pinkham, Carlotta M. Patten, or Daniel J. Brown. If so, please state the nature of such evidence.

ANSWER

All settlement demands and settlement offers exchanged between AIGDC and Plaintiffs' counsel, all of which Plaintiffs believe are undisputed, may be offered.

See Answers to Interrogatory Nos. 11 and 12.

INTERROGATORY NO. 19

Please state the total amount of money you recovered, including interest, in the underlying matter.

ANSWER

\$11,842,495.75 for all Plaintiffs and all of the underlying claims, including the additional \$2,965,000 that National Union is obligated to pay by September 5, 2005.

INTERROGATORY NO. 20

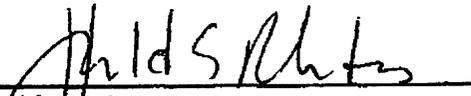
Please identify by name, occupation, professional title and present address each person expected to be called as an expert witness at the trial of this matter and for each expert, state:

- (a) the subject matter on which each expert is expected to testify;
- (b) the substance of the facts to which each expert is expected to testify;
- (c) the substance of the opinions to which each expert is expected to testify; and
- (d) a summary of the grounds for each such opinion.

ANSWER

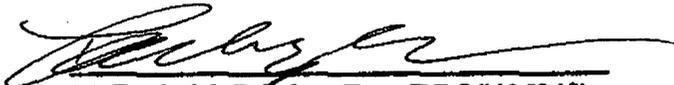
No determination has yet been made.

SIGNED under the pains and penalties of perjury this 29 day of August, 2005.



Harold Rhodes

AS TO OBJECTIONS:



M. Frederick Pritzker, Esq. (BBO#406940)
Margaret M. Pinkham (BBO#561920)
Daniel J. Brown (BBO#654459)
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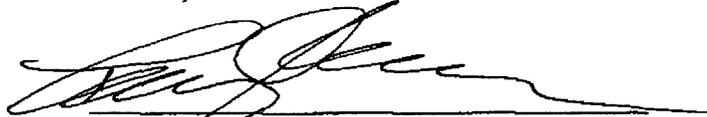
CERTIFICATE OF SERVICE

I, Daniel J. Brown, attorney for the plaintiff, hereby certify that I have served the foregoing Answer of Plaintiff, Harold Rhodes, to Defendant, AIG Domestic Claim, Inc.'s, First Set of Interrogatories upon all counsel of record via hand delivery to:

Robert J. Maselek, Jr., Esq.
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DATED: 8/30/05



Daniel J. Brown