

1 **WHITE & CASE LLP**

2 AALOK SHARMA (SBN 205220)

3 Email: asharma@whitecase.com

4 MARK E. GUSTAFSON (SBN 198902)

5 Email: mgustafson@whitecase.com

6 ZAUR D. GAJIEV (SBN 307749)

7 Email: zaur.gajiev@whitecase.com

8 555 S. Flower Street, Suite 2700

9 Los Angeles, CA 90071-2433

10 Telephone: (213) 620-7700

11 Facsimile: (213) 452-2329

12 *Attorneys for Defendants*

13 Loop Industries, Inc.; Loop Holdings, Inc.; and

14 Daniel Solomita

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES**

17 HENRY LORIN, an individual; and PAUL M.
18 CUGNO, an individual,

19 Plaintiffs,

20 v.

21 LOOP INDUSTRIES, INC., a Nevada
22 corporation; LOOP HOLDINGS, INC., a
23 Nevada corporation; and DANIEL
24 SOLOMITA, an individual,

25 Defendants.

FILED
Superior Court of California
County of Los Angeles

MAY 30 2018

Sherril R. Carter, Executive Officer/Clerk of Court

By Carlos Hidalgo, Deputy

Case No. BC648640

[Honorable Gregory W. Alarcon, Dept. 36]

**DEFENDANTS' APPENDIX OF
EVIDENCE IN SUPPORT OF
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT OF THE
FIRST AMENDED COMPLAINT AND,
IN THE ALTERNATIVE, SUMMARY
ADJUDICATION OF EACH AND
EVERY CAUSE OF ACTION
THEREIN**

VOLUME 4 OF 4

[Filed concurrently with Notice of Motion
and Motion; Memorandum of Points and
Authorities; Separate Statement of
Undisputed Facts; Request for Judicial
Notice; Declarations of Daniel Solomita,
Donald Danks, Mark Gustafson, and Zaur
Gajiev; and Proof of Service]

Date: August 13, 2018

Time: 8:30 a.m.

Dept.: 36

Judge: Hon. Gregory W. Alarcon

RES ID: 180215290470

Action Filed: January 27, 2017

FAC Filed: February 7, 2017

Trial Date: September 12, 2018

ORIGINAL

Defendants Loop Industries, Inc. ("Loop Industries"), Loop Holdings, Inc. ("Loop Holdings"), and Daniel Solomita ("Solomita") (collectively, "Defendants") submit the following Appendix of Evidence in support of Defendants' Motion For Summary Judgment Of The First Amended Complaint And, In The Alternative, Summary Adjudication Of Each And Every Cause Of Action Therein:

Exhibit	Description
VOLUME 1 OF 4	
1	Consulting and Advisory Agreement between Touchstone Advisors, Inc. ("Touchstone") and Loop Holdings dated October 3, 2014
2	List of Loop Holdings' Shareholders as of June 29, 2015
3	Email chain dated October 20, 2014 between Solomita, Donald Danks ("Danks"), and Paul Cugno ("Cugno") regarding preparation of Loop Holdings' private placement documents
4	Email chain dated November 20, 2014 between Solomita, Danks, and Cugno regarding Loop Holdings' private placement documents, price of restricted shares for sale, and efforts to secure \$400,000 investment for Loop Holdings
5	Email dated December 2, 2014 between Solomita, Danks, Cugno, and Jonathan Destler ("Destler") regarding Loop Holdings' bank information for depositing investments
6	Email chain dated December 14, 2014 between Solomita and Danks regarding meeting with a potential investor in New York
7	Email chain dated February 17, 2015 between Solomita, Danks, Destler, and Cugno regarding Loop Holdings' corporate message for "discussions with potential investors"
8	Email dated February 20, 2015 between Solomita and Danks regarding meeting with potential investor
9	Email dated February 26, 2015 between Solomita and Danks regarding subscription documents issuance of stock certificates to investors

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Exhibit	Description
10	Email dated February 26, 2015 between Solomita and Danks regarding the gathering of investor payments for Loop Holdings
11	Email chain dated March 2, 2015 between Solomita and Danks regarding communications with potential investors and efforts to secure \$500,000 and \$800,000 from investors for Loop Holdings
12	Email chain dated March 2, 2015 between Solomita, Danks, and Destler regarding due diligence request from potential investor
13	Email chain dated March 3, 2015 between Solomita, Danks, and Destler regarding successes in obtaining investments for Loop Holdings, and receipt of checks and wire payments from investors
14	Email chain dated March 4, 2015 between Solomita, Danks, and Destler regarding Loop Holdings' corporate profile and financial documents
15	Email chain dated March 4, 2015 between Solomita, Danks, and Destler regarding procurements of \$500,000 and \$700,000 from investors
16	Email chain dated March 6, 2015 between Solomita, Danks, and Destler regarding Loop Holdings' private placement documents, communications with potential investors, and receipt of checks and wires from investors
17	Email dated March 7, 2015 between Solomita, Danks, and Destler regarding meetings with investors and receipt of checks and wire payments
18	Email chain dated March 9, 2015 between Solomita and Danks regarding Loop Holdings' private placement, communications with potential investors, and efforts to secure over \$1 million during private placement
19	Emails dated March 12 and 14, 2015, from Danks and Cugno to potential investor attaching Loop Holdings' private placement documents, corporate presentation, financial projections, and subscription agreement
20	Emails dated March 4, 10, and 13 of 2015, between Solomita, Danks, and Destler regarding sale of 75,000 shares of Loop Holdings' restricted common stock during private placement
21	Email chain dated March 31, 2015, between Solomita, Danks, and Destler regarding efforts to secure \$1 million to \$1.5 million from potential investor

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Exhibit	Description
22	Email chain dated April 6, 2015 between Solomita, Danks, and Destler regarding Danks' circulation to potential investors of the reasons "why [L]oop maintains a distinct advantage versus mechanical recycling"
23	Email chain dated April 15, 2015 between Solomita, Danks, and Destler regarding procurement of \$100,000 investment and instructions to investor to send payment to Destler
24	Email dated April 20, 2015 between Solomita, Danks, and Destler regarding purchase of 250,000 shares of Loop Holdings' restricted common stock for \$200,000, with instructions that check be payable to Destler
25	Email dated May 1, 2015 between Solomita, Danks, and Destler regarding purchase of 50,000 shares of Loop Holdings' restricted common stock for \$40,000, with payment sent to Destler
26	Email dated October 22, 2015 between Solomita, Danks, and Destler regarding non-disclosure agreement to forward to potential investors
27	Email chain dated February 4, 2016 between Solomita, Danks, and Destler regarding forwarding of corporate presentation and due diligence materials to potential investor
28	Email chain dated February 19, 2016 between Solomita, Danks, and Destler regarding forwarding of corporate presentation and due diligence materials to potential investor
29	Share Exchange Agreement between First American and Loop Holdings dated June 29, 2015
30	Consulting and Advisory Agreement between John Denzer and Loop Holdings dated December 1, 2014
31	Separation and Release Agreement between John Denzer and Loop Industries dated October 20, 2015
32	Email chain dated November 3, 2014 between Solomita, Danks, and Destler regarding Loop Holdings' preparation for reverse merger with Zlato Inc.
33	Email chain dated November 13, 2014 between Solomita and Danks regarding communications with a public shell corporation and Loop Holdings' financial projections

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Exhibit	Description
34	Email dated February 19, 2015 between Solomita and Danks regarding advice on value of Loop's securities to pay as stock options
35	Email chain dated March 19, 2015 between Solomita, Danks, and Destler regarding Loop Holdings' public filings and corporate profile for reverse merger
36	Email chain dated March 31, 2015 between Solomita, Danks, and Destler regarding Loop Holdings' capital structure and potential investor
37	Email dated April 6, 2015 between Danks and Cugno regarding update on public shell corporation
38	Email chain dated April 8, 2015 between Danks and Thomas Puzzo regarding Loop Holdings' Share Exchange Agreement and SEC filings
39	Stock Redemption Agreements between First American and Mazen Kouta and Zeeshan Sajid dated June 29, 2015
40	Email dated December 2, 2014 between Dave Stephens and Danks regarding First American and attaching its stock ticker symbol and shareholder list
41	Indemnification Agreement between First American and Donald Danks dated June 29, 2015
42	First American's Amended Schedule 14C, reflecting its name change to Loop Industries, Inc., filed with the SEC on July 23, 2015
43	Loop Industries' Form 10-K, filed with the SEC on May 30, 2017
44	8198381 Canada Inc.'s Articles of Incorporation, filed with Corporations Canada on May 22, 2012
45	Loop Holdings' Articles of Incorporation, filed with the Nevada Secretary of State on October 23, 2014
46	Intellectual Property Assignment Agreement between Hatem Essaddam and Loop Holdings dated October 27, 2014
47	Email chain dated November 11, 2014 between Cugno, Solomita, and Quadra Chemicals regarding potential investment in Loop Holdings

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Exhibit	Description
48	Email chain dated November 18, 2014 regarding Cugno and Solomita's meeting with Quadra Chemicals and Infilise Holdings
49	Email chain dated December 14, 2014 between Cugno, Solomita, and Danks regarding Cugno's meeting with Quadra Chemicals
50	Email chain dated January 5, 2015 between Cugno, Solomita, and Quadra Chemicals and Infilise Holdings regarding their decision not to invest in Loop Holdings
51	SEC's Litigation Release dated February 10, 1999 regarding enforcement action against Scott R. Sieck, <i>SEC v. Sieck</i> , No. 99-6165-civ-Dimitrouleas (S.D. Florida)
52	Email chains dated January 18-21, 2015 showing that Scott Sieck (not Paul Cugno) introduced Solomita to John Denzer and Michael Franklin
53	Email chain dated July 31, 2014 between Solomita, Cugno, and Norman Olshansky
VOLUME 2 OF 4	
54	Employment Agreement between First American and Daniel Solomita dated June 29, 2015
55	Indemnification Agreement between First American and Daniel Solomita dated June 29, 2015
56	Loop Holdings' Audited Financial Statements from October 23, 2014 through February 28, 2015
57	Loop Holdings and First American's Pro Forma Combined Financial Statements from October 23, 2014 through February 28, 2015
58	First American's Certificate of Change, filed with the Nevada Secretary of State on July 21, 2015, effecting a one-for-four reverse stock split
59	First American's Certificate of Amendment, filed with the Nevada Secretary of State on July 21, 2015, changing its name to Loop Industries, Inc.
60	Loop Industries and Loop Holdings' Articles of Merger, filed with the

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Exhibit	Description
	Nevada Secretary of State on March 9, 2017
61	Email dated October 1, 2014 from Solomita to Lorin attaching video of first generation depolymerization process
62	First American's Form 8-K, filed with the SEC on June 30, 2015
63	Complaint filed January 27, 2017
64	First Amended Complaint filed February 7, 2017
65	Paul Cugno's Demand Letter to Defendants dated July 17, 2016
66	Plaintiffs' Demand Letter to Defendants dated November 1, 2016
67	Lorin's Telephone Records from August 1, 2014 through Feb. 28, 2015
68	Demonstrative Exhibit of Lorin's Telephone Records
69	Transcript of Paul Cugno's Deposition (May 3, 2015)
70	Errata Sheet to Paul Cugno's Deposition
71	Exhibit 16 to Cugno's Deposition: Email chain between Solomita, Cugno, and principals of Quadra Chemicals and Infilise Holdings
72	Exhibit 19 to Cugno's Deposition: Email chain regarding Solomita and Cugno's meeting with Quadra Chemicals and Infilise Holdings
73	Exhibit 22 to Cugno's Deposition: Email chain regarding Loop Holdings' private placement documents, price of restricted shares for sale
74	Exhibit 25 to Cugno's Deposition: Cugno's receipt of Loop Holdings' investor presentation documents
75	Exhibit 28 to Cugno's Deposition: Email chain regarding Cugno's meeting with Quadra Chemicals
76	Exhibit 37 to Cugno's Deposition: Cugno's receipt of Loop Holdings' investor presentation documents

Exhibit	Description
77	Exhibit 38 to Cugno's Deposition: Cugno's receipt of Loop Holdings' investor presentation documents
78	Exhibit 41 to Cugno's Deposition: Email from Cugno to Norman Olshansky forwarding investor presentation documents
79	Exhibit 52 to Cugno's Deposition: Email from Cugno to Norman Olshansky forwarding investor presentation documents
80	Exhibit 53 to Cugno's Deposition: Cugno's receipt of Loop Holdings' investor presentation and corporate profile documents
VOLUME 3 OF 4	
81	Exhibit 57 to Cugno's Deposition: Email from Cugno to Amanji forwarding investor presentation and corporate profile
82	Exhibit 62 to Cugno's Deposition: Email from Quadra Chemicals to Cugno and Solomita regarding their decision not to invest in Loop Holdings
83	Exhibit 63 to Cugno's Deposition: Email from Cugno to Solomita forwarding a message from Norman Olshansky on July 31, 2014
84	Transcript of Henry Lorin's Deposition (May 5, 2018)
85	Exhibit 4 to Lorin's Deposition: First American's Form 10-K (attaching Share Exchange Agreement)
86	Exhibit 5 to Lorin's Deposition: Share Exchange Agreement between Loop Holdings and First American
87	Exhibit 66 to Lorin's Deposition: First Amended Complaint
88	Exhibit 69 to Lorin's Deposition: SEC's Complaint for Injunctive and Other Equitable Relief against Henry Lorin, <i>SEC v. Lorin</i> , No. 1:90-cv-07461-HB-SEG (S.D.N.Y. November 20, 1990)
89	Exhibit 70 to Lorin's Deposition: Consent and Final Judgment of Permanent Injunction against Henry Lorin, <i>SEC v. Lorin</i> , No. 1:90-cv-07461-HB-SEG (S.D.N.Y. October 15, 1991)

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Exhibit	Description
90	Exhibit 71 to Lorin's Deposition: Judgment of Conviction against Henry Lorin, <i>U.S. v. Lorin</i> , No. 1:89-cr-00228-2 (S.D.N.Y. March 2, 1990)
91	Exhibit 72 to Lorin's Deposition: Information Filed against Henry Lorin, <i>U.S. v. Lorin</i> , No. 1:89-cr-00228-2 (S.D.N.Y. April 14, 1989)
92	Henry Lorin's Responses to Loop Holdings' Form Interrogatories (Set 1)
93	Henry Lorin's Supplemental Responses to Loop Holdings' Form Interrogatories (Set 1)
94	Henry Lorin's Responses to Loop Holdings' Requests for Admission (Set 1)
95	Henry Lorin's Supplemental Responses to Loop Holdings' Requests for Production (Set 1)
96	Henry Lorin's Responses to Loop Holdings' Special Interrogatories (Set 1)
97	Henry Lorin's Supplemental Responses to Loop Holdings' Special Interrogatories (Set 1)
98	Henry Lorin's Further Supplemental Responses to Loop Holdings' Special Interrogatories (Set 1)
99	Henry Lorin's Responses to Solomita's Requests for Admission (Set 1)
VOLUME 4 OF 4	
100	Henry Lorin's Responses to Solomita's Special Interrogatories (Set 1)
101	Henry Lorin's Responses to Solomita's Special Interrogatories (Set 2)
102	Paul Cugno's Responses to Loop Industries' Form Interrogatories (Set 1)
103	Paul Cugno's Responses to Loop Industries' Requests for Admission (Set 1)
104	Paul Cugno's Responses to Loop Industries' Special Interrogatories (Set 1)
105	Paul Cugno's Further Supplemental Responses to Loop Industries' Special Interrogatories (Set 1)

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Exhibit	Description
106	Paul Cugno's Responses to Solomita's Requests for Admission (Set 1)
107	Paul Cugno's Responses to Solomita's Special Interrogatories (Set 1)
108	Paul Cugno's Responses to Solomita's Special Interrogatories (Set 2)
109	Loop Industries' Responses to Henry Lorin's Form Interrogatories (Set 1)
110	Solomita's Responses to Henry Lorin's Form Interrogatories (Set 1)
111	Solomita's Responses to Henry Lorin's Requests for Admission (Set 1)
112	Solomita's Responses to Henry Lorin's Special Interrogatories (Set 1)
113	Solomita's Amended Responses to Henry Lorin's Special Interrogatories (Set 1)
114	Solomita's Responses to Henry Lorin's Special Interrogatories (Set 2)
115	Criminal Docket Sheet in <i>United States v. Henry Lorin</i> , No. 1:89-cr-00228-2 (S.D.N.Y. April 14, 1989)
116	Transcript of Henry Lorin's Guilty Plea, <i>U.S. v. Lorin</i> , No. 1:89-cr-00228-2 (S.D.N.Y. April 14, 1989)
117	Transcript of Henry Lorin's Sentencing Hearing, <i>U.S. v. Lorin</i> , No. 1:89-cr-00228-2 (S.D.N.Y. February 28, 1990)
118	Civil docket sheet cover page in <i>SEC v. Lorin</i> , No. 1:90-cv-07461-HB-SEG (S.D.N.Y. November 20, 1990)
119	Civil docket sheet cover page in <i>Epstein v. Haas Securities Corp.</i> , No. 1:87-cv-09285-LBS (S.D.N.Y. filed December 30, 1987)
120	Civil docket sheet cover page in <i>Overturf v. Haas Securities Corp.</i> , No. 1:88-cv-02749-LBS (S.D.N.Y. filed April 18, 1988)
121	Civil docket sheet cover page in <i>Hertzfeld v. Laff</i> , No. 1:88-cv-08819-LBS-NG (S.D.N.Y. filed December 14, 1988)
122	Civil docket sheet cover page in <i>Basham v. L.F. Rothschild & Co.</i> , No. 1:89-

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Exhibit	Description
	cv-05288-LBS (S.D.N.Y. filed August 4, 1989)
123	Civil docket sheet cover page in <i>L.F. Rothschild & Co. v. Castelazo</i> , No. 1:88-cv-04041-LBS-LBS (S.D.N.Y. filed June 10, 1988)
124	Civil docket sheet cover page in <i>Groel v. L.F. Rothschild & Co.</i> , No. 1:88-cv-04559-LBS (S.D.N.Y. filed June 30, 1988)
125	Civil docket sheet cover page in <i>Landau v. Vallen</i> , No. 1:88-cv-01622-LBS (S.D.N.Y. filed March 9, 1988)
126	Radikal Phones Inc.'s Articles of Incorporation filed with the Nevada Secretary of State on March 11, 2010
127	Radikal Phones Inc.'s Certificate of Amendment filed with the Nevada Secretary of State on October 7, 2010, changing its name to First American Group Inc.
128	Loop Industries, Inc.'s Stock Price as of May 29, 2018

Dated: May 30, 2018

WHITE & CASE LLP

By:



Mark E. Gustafson

Attorneys for Defendants
 Loop Industries, Inc., Loop Holdings, Inc., and
 Daniel Solomita

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1 Michael R. Matthias, SBN 57728
2 Jihee Ahn, SBN 292659
3 F. Lucas Paule, SBN 313282
4 **BAKER & HOSTETLER LLP**
5 11601 Wilshire Boulevard, Suite 1400
6 Los Angeles, CA 90025-0509
7 Telephone: 310.820.8800
8 Facsimile: 310.820.8859
9 Emails: mmatthias@bakerlaw.com
10 jahn@bakerlaw.com

11 *Attorneys for Plaintiffs*
12 HENRY LORIN and PAUL M. CUGNO

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15 HENRY LORIN, an individual; and PAUL M.
16 CUGNO, an individual,
17
18 Plaintiffs,
19
20 v.
21
22 LOOP INDUSTRIES, INC., a Nevada
23 corporation, LOOP HOLDINGS, INC., a
24 Nevada corporation, and DANIEL
25 SOLOMITA, an individual,
26
27 Defendants.
28

Case No.: BC648640
[Honorable Gregory W. Alarcon, Dept. 36]
**PLAINTIFF HENRY LORIN'S
RESPONSES TO DEFENDANT DANIEL
SOLOMITA'S SPECIAL
INTERROGATORIES, SET ONE**
Date Action Filed: January 27, 2017
FAC Filed: February 7, 2017
Trial Date: June 20, 2018

1 PROPOUNDING PARTY: Defendant DANIEL SOLOMITA
2 RESPONDING PARTY: Plaintiff HENRY LORIN
3 SET NUMBER: ONE

4 PRELIMINARY STATEMENT

5 Pursuant to Code of Civil Procedure § 2030.210, *et seq.*, Plaintiff Henry Lorin
6 ("Responding Party") hereby responds to Defendant Daniel Solomita's First Set of Special
7 Interrogatories ("Interrogatories," and each, an "Interrogatory").

8 Responding Party's responses and objections fairly represent his position at this stage of
9 the litigation and are based upon the current state of discovery and investigation. Responding
10 Party's responses to the Interrogatories are made in a good faith effort to supply the factual
11 information requested and are as complete and accurate as present knowledge, information, and
12 belief allow. Discovery, investigation, and trial preparation are continuing. It is anticipated that
13 further discovery, legal research, and analysis will supply additional facts, add meaning to known
14 facts, as well as establishing entirely new factual and legal conclusions, all of which may lead to
15 substantial additions to, changes in and variations from the facts set forth in these responses.
16 Responding Party expressly reserves the right to amend, modify, supplement, clarify or further
17 explain these responses and objections at any time before the trial of this action. By so reserving
18 this right, Responding Party does not assume any obligations to supplement these responses.
19 Except for explicit facts admitted herein, no incidental or implied admission is intended thereby.
20 The fact that Responding Party has answered or objected to any Interrogatory or part thereof
21 should not be taken as an admission that Responding Party accepts or admits the existence of any
22 facts set forth or assumed by such Interrogatories. The fact that Responding Party has answered
23 part or all of any Interrogatory is not intended and shall not be construed as a waiver by
24 Responding Party of all or any part of any objection to that request. Nothing contained herein
25 shall be construed as an admission relevant to the existence or nonexistence of any fact. By
26 responding to any particular Interrogatory, Responding Party does not waive his right to seek
27 appropriate orders from the Court protecting documents and information relating to the subject
28 matter of the Interrogatory.

GENERAL OBJECTIONS

Responding Party objects to each Interrogatory on the following grounds:

1. Responding Party objects to each of the Interrogatories to the extent that it, or any of them, purports to seek disclosure of information that is not confined to the relevant issues in this case, is beyond the scope of the pleadings, is irrelevant to the subject matter of this action, or is not reasonably calculated to lead to discovery of admissible evidence.

2. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is overbroad, unduly burdensome, oppressive, beyond the date of the commencement of this action or otherwise not properly limited to the relevant time period governing this action.

3. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is vague, ambiguous, unintelligible or unclear; Responding Party reserves the right to assert specific objections in the event the Interrogatories are clarified.

4. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, seeks disclosure of information that (1) is protected by the attorney-client privilege, (2) constitutes attorney work product, (3) was prepared in anticipation of litigation, or (4) is otherwise privileged or exempt from disclosure. Responding Party therefore construes each Interrogatory as seeking only such information as is not subject to the protection of these privileges. Any inadvertent identification or production of such documents or information shall not result in a waiver of these privileges.

5. Responding Party objects to each of these Interrogatories on the grounds and to the extent that it, or any of them, purports to seek disclosure of information that is confidential, is proprietary, constitutes trade secrets, and/or is protected by the right of privacy guaranteed by applicable state and federal law, the California Constitution, and the United States Constitution. Such information will only be produced pursuant to a protective order entered by the Court.

Responding Party reserves all objections or other questions as to competency, relevance, materiality, propriety, privilege, or admissibility and any other objection that would require the exclusion of any of the information provided herein at trial, or at any hearing or other proceeding

1 in this matter. Each of the foregoing objections is incorporated into Responding Party's response
2 to each Interrogatory set forth below.

3 **RESPONSES TO SPECIAL INTERROGATORIES**

4 **SPECIAL INTERROGATORY NO. 1:**

5 IDENTIFY in as much detail as possible *where* YOU agreed to perform your contractual
6 obligations under the alleged CONTRACT.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

8 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
9 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
10 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
11 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
12 grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and
13 "obligations." Subject to and without waiving said objections, Responding Party responds as
14 follows:

15 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
16 New York, NY 10016, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler,
17 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
18 merger involving First American and Holdings, entered into an oral contract as follows:
19 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
20 collective proposal for services, including, but not limited to, advising on and facilitating the
21 reverse merger of First American and Holdings; identifying the financing options available to
22 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
23 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
24 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
25 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
26 Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of their respective
27 obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler
28 promised to immediately begin performance of their respective obligations under the proposal,

1 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
2 shares of First American, at \$.008 per share.

3 **SPECIAL INTERROGATORY NO. 2:**

4 IDENTIFY in as much detail as possible any and all work and/or services that YOU
5 performed or provided in the State of New York under the alleged CONTRACT.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

7 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
8 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
9 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
10 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
11 grounds and to the extent that it is vague and ambiguous in its use of the terms "performed,"
12 "provided," "work," and "services." Subject to and without waiving said objections, Responding
13 Party responds as follows:

14 Responding Party engaged in over two hundred (200) phone calls with Defendant Daniel
15 Solomita on or around August 1, 2014 through around February 28, 2015. These phone calls
16 would run between approximately five minutes and one hour. Through these phone calls,
17 Responding Party advised Mr. Solomita on, and facilitated the reverse merger of, First American
18 and Holdings by reviewing their respective capital and corporate structures, identifying and
19 analyzing the reverse merger or other business combination transactions to be pursued and
20 corresponding SEC compliance, and identifying and analyzing the financing options available to
21 Holdings. Thereafter, Responding Party advised Mr. Solomita on the corporate vehicles by
22 which Holdings could become a publicly traded and owned entity. Furthermore, Responding
23 Party and Plaintiff Paul Cugno initiated several business relationships for Mr. Solomita, on behalf
24 of himself and the surviving entity of the reverse merger involving First American Group and
25 Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman
26 Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business
27 relationships with Donald Danks and Jonathan Destler.

28 ///

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1 **SPECIAL INTERROGATORY NO. 3:**

2 IDENTIFY in as much detail as possible any and all work and/or services that YOU
3 performed or provided in the State of California under the alleged CONTRACT.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

5 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
6 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
7 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
8 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
9 grounds and to the extent that it is vague and ambiguous in its use of the terms "performed,"
10 "provided," "work," and "services." Subject to and without waiving said objections, Responding
11 Party responds as follows:

12 Responding Party did not perform or provide any work or services under the alleged
13 CONTRACT in the State of California.

14 **SPECIAL INTERROGATORY NO. 4:**

15 IDENTIFY in as much detail as possible any and all work and/or services that YOU
16 performed in Canada under the alleged CONTRACT.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

18 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
19 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
20 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
21 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
22 grounds and to the extent that it is vague and ambiguous in its use of the terms "performed,"
23 "work," and "services." Subject to and without waiving said objections, Responding Party
24 responds as follows:

25 Responding Party did not perform or provide any work or services under the alleged
26 CONTRACT in Canada.

27 ///

28 ///

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1 **SPECIAL INTERROGATORY NO. 5:**

2 IDENTIFY in as much detail as possible any and all work and/or services that YOU
3 performed outside of the United States under the alleged CONTRACT.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

5 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
6 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
7 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
8 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
9 grounds and to the extent that it is vague and ambiguous in its use of the terms "performed,"
10 "work," and "services." Subject to and without waiving said objections, Responding Party
11 responds as follows:

12 Responding Party did not perform or provide any work or services under the alleged
13 CONTRACT outside of the United States.

14 **SPECIAL INTERROGATORY NO. 6:**

15 IDENTIFY all entities, firms, associations, organizations, partnerships, trusts,
16 corporations, and business names under which or on behalf of which YOU performed YOUR
17 purported contractual obligations under the alleged CONTRACT.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

19 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
20 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
21 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
22 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
23 grounds and to the extent that it is vague and ambiguous in its use of the terms "performed" and
24 "obligations." Subject to and without waiving said objections, Responding Party responds as
25 follows:

26 Daniel Solomita, Loop Holdings, Inc., Loop Industries, Inc. First American Group, Inc.

27 **SPECIAL INTERROGATORY NO. 7:**

28 IDENTIFY any and all DOCUMENTS CONCERNING each and every entity, firm,

1 association, organization, partnership, trust, corporation, and business name under which or on
2 behalf of which YOU performed YOUR purported contractual obligations under the alleged
3 CONTRACT.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

5 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
6 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
7 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
8 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
9 grounds and to the extent that it seeks information protected from disclosure by the attorney-
10 client privilege and/or attorney work product doctrine. Subject to and without waiving said
11 objections, Responding Party responds as follows:

12 Responding Party has previously produced all non-privileged, responsive documents.

13 **SPECIAL INTERROGATORY NO. 8:**

14 IDENTIFY in as much detail as possible each and every agreement that YOU reached
15 with Donald Danks CONCERNING any of the shares discussed in the COMPLAINT that YOU
16 were allegedly entitled to, including the date on which the agreement was made, the words used
17 to make it, and any PERSONS who personally witnessed its making.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

19 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
20 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
21 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
22 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
23 grounds and to the extent that it is vague and ambiguous in its use of the term "used" and "make
24 it." Subject to and without waiving said objections, Responding Party responds as follows:

25 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
26 New York, NY 10016, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler,
27 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
28 merger involving First American and Holdings, entered into an oral contract as follows:

1 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
2 collective proposal for services, including, but not limited to, advising on and facilitating the
3 reverse merger of First American and Holdings; identifying the financing options available to
4 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
5 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
6 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
7 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
8 Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of their respective
9 obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler
10 promised to immediately begin performance of their respective obligations under the proposal,
11 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
12 shares of First American, at \$.008 per share.

13 **SPECIAL INTERROGATORY NO. 9:**

14 IDENTIFY each of the parties to the agreement(s) referenced in Interrogatory No. 8.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

16 Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler, and Defendant
17 Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving
18 First American and Holdings.

19 **SPECIAL INTERROGATORY NO. 10:**

20 IDENTIFY any and all DOCUMENTS CONCERNING the agreement(s) referenced in
21 Interrogatory No. 8.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

23 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
24 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
25 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
26 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
27 grounds and to the extent that it seeks information protected from disclosure by the attorney-
28 client privilege and/or attorney work product doctrine. Subject to and without waiving said

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1 objections, Responding Party responds as follows:

2 Responding Party has produced all non-privileged, responsive documents.

3 **SPECIAL INTERROGATORY NO. 11:**

4 IDENTIFY in as much detail as possible every action that YOU took to perform each and
5 every one of YOUR obligations under the agreement(s) referenced in Interrogatory No. 8,
6 including the date of such action and every PERSON who personally witnessed the action.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

8 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
9 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
10 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
11 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
12 grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and
13 "obligations." Subject to and without waiving said objections, Responding Party responds as
14 follows:

15 Responding Party engaged in over two hundred (200) phone calls with Defendant Daniel
16 Solomita on or around August 1, 2014 through around February 28, 2015. These phone calls
17 would run between approximately five minutes and one hour. Through these phone calls,
18 Responding Party advised Mr. Solomita on, and facilitated the reverse merger of, First American
19 and Holdings by reviewing their respective capital and corporate structures, identifying and
20 analyzing the reverse merger or other business combination transactions to be pursued and
21 corresponding SEC compliance, and identifying and analyzing the financing options available to
22 Holdings. Thereafter, Responding Party advised Mr. Solomita on the corporate vehicles by
23 which Holdings could become a publicly traded and owned entity. Furthermore, Responding
24 Party and Plaintiff Paul Cugno initiated several business relationships for Mr. Solomita, on behalf
25 of himself and the surviving entity of the reverse merger involving First American Group and
26 Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman
27 Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business
28 relationships with Donald Danks and Jonathan Destler.

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SPECIAL INTERROGATORY NO. 12:

IDENTIFY any and all DOCUMENTS CONCERNING each and every action that YOU took to perform each of YOUR obligations under the agreement(s) referenced in Interrogatory No. 8.

RESPONSE TO SPECIAL INTERROGATORY NO. 12:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party has produced all non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 13:

IDENTIFY in as much detail as possible each and every agreement that YOU reached with Donald Danks CONCERNING YOUR compensation for any of the services that YOU allege to have provided in the COMPLAINT and/or that YOU allege to have performed under the alleged CONTRACT, including the date on which the agreement was made, the words used to make it, and any PERSONS who personally witnessed its making.

RESPONSE TO SPECIAL INTERROGATORY NO. 13:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the term "services," "compensation," "provided," "performed," "used," and "make it." Responding Party further objects to this Request on the grounds and to the extent that it is duplicative of prior requests in

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1 this action. Subject to and without waiving said objections, Responding Party responds as
2 follows:

3 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
4 New York, NY 10016, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler,
5 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
6 merger involving First American and Holdings, entered into an oral contract as follows:
7 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
8 collective proposal for services, including, but not limited to, advising on and facilitating the
9 reverse merger of First American and Holdings; identifying the financing options available to
10 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
11 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
12 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
13 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
14 Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of their respective
15 obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler
16 promised to immediately begin performance of their respective obligations under the proposal,
17 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
18 shares of First American, at \$.008 per share.

19 **SPECIAL INTERROGATORY NO. 14:**

20 IDENTIFY each of the parties to the agreement(s) referenced in Interrogatory No. 13.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

22 Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler, and Defendant
23 Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving
24 First American and Holdings.

25 **SPECIAL INTERROGATORY NO. 15:**

26 IDENTIFY any and all DOCUMENTS CONCERNING the agreement(s) referenced in
27 Interrogatory No. 13.

28 ///

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

2 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
3 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
4 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
5 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
6 grounds and to the extent that it seeks information protected from disclosure by the attorney-
7 client privilege and/or attorney work product doctrine. Subject to and without waiving said
8 objections, Responding Party responds as follows:

9 Responding Party has produced all non-privileged, responsive documents.

10 **SPECIAL INTERROGATORY NO. 16:**

11 IDENTIFY in as much detail as possible every action that YOU took to perform each and
12 every one of YOUR obligations under the agreement(s) referenced in Interrogatory No. 13,
13 including the date of such action and every PERSON who personally witnessed the action.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

15 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
16 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
17 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
18 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
19 grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and
20 "obligations." Responding Party further objects to this Request on the grounds and to the extent
21 that it is duplicative of prior requests in this action. Subject to and without waiving said
22 objections, Responding Party responds as follows:

23 Responding Party engaged in over two hundred (200) phone calls with Defendant Daniel
24 Solomita on or around August 1, 2014 through around February 28, 2015. These phone calls
25 would run between approximately five minutes and one hour. Through these phone calls,
26 Responding Party advised Mr. Solomita on, and facilitated the reverse merger of, First American
27 and Holdings by reviewing their respective capital and corporate structures, identifying and
28 analyzing the reverse merger or other business combination transactions to be pursued and

1 corresponding SEC compliance, and identifying and analyzing the financing options available to
2 Holdings. Thereafter, Responding Party advised Mr. Solomita on the corporate vehicles by
3 which Holdings could become a publicly traded and owned entity. Furthermore, Responding
4 Party and Plaintiff Paul Cugno initiated several business relationships for Mr. Solomita, on behalf
5 of himself and the surviving entity of the reverse merger involving First American Group and
6 Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman
7 Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business
8 relationships with Donald Danks and Jonathan Destler.

9 **SPECIAL INTERROGATORY NO. 17:**

10 IDENTIFY any and all DOCUMENTS CONCERNING each and every action that YOU
11 took to perform each of YOUR obligations under the agreement(s) referenced in Interrogatory
12 No. 13.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

14 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
15 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
16 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
17 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
18 grounds that it is vague and ambiguous in its use of the terms "perform" and "obligations."
19 Responding Party further objects to this Interrogatory on the grounds and to the extent that it
20 seeks information protected from disclosure by the attorney-client privilege and/or attorney work
21 product doctrine. Subject to and without waiving said objections, Responding Party responds as
22 follows:

23 Responding Party has produced all non-privileged, responsive documents.

24 **SPECIAL INTERROGATORY NO. 18:**

25 IDENTIFY in as much detail as possible each and every promise made by Donald Danks
26 to YOU CONCERNING any of the shares discussed in the COMPLAINT that YOU were
27 allegedly entitled to, including the date on which the promise was made, the words used to make
28 it, and any PERSONS who personally witnessed its making.

RESPONSE TO SPECIAL INTERROGATORY NO. 18:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the term "used" and "make it." Responding Party further objects to this Request on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to and without waiving said objections, Responding Party responds as follows:

On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue, New York, NY 10016, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American and Holdings, entered into an oral contract as follows: Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their collective proposal for services, including, but not limited to, advising on and facilitating the reverse merger of First American and Holdings; identifying the financing options available to Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by which Holdings could become a publicly traded and owned entity; and advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr. Solomita indicated he agreed with the collective proposal and requested that Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler promised to immediately begin performance of their respective obligations under the proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at \$.008 per share.

SPECIAL INTERROGATORY NO. 19:

IDENTIFY any and all DOCUMENTS CONCERNING each and every promise made by

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Donald Danks to YOU CONCERNING any of the shares discussed in the COMPLAINT that YOU were allegedly entitled to.

RESPONSE TO SPECIAL INTERROGATORY NO. 19:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party has produced all non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 20:

IDENTIFY in as much detail as possible each and every promise that YOU made to Donald Danks CONCERNING any of the shares discussed in the COMPLAINT that YOU were allegedly entitled to, including the date on which YOU made the promise, the words YOU used to make it, and any PERSONS who personally witnessed YOU making such promise.

RESPONSE TO SPECIAL INTERROGATORY NO. 20:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the term "used" and "make it." Responding Party further objects to this Request on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to and without waiving said objections, Responding Party responds as follows:

On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue, New York, NY 10016, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse

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merger involving First American and Holdings, entered into an oral contract as follows:
Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their collective proposal for services, including, but not limited to, advising on and facilitating the reverse merger of First American and Holdings; identifying the financing options available to Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by which Holdings could become a publicly traded and owned entity; and advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr. Solomita indicated he agreed with the collective proposal and requested that Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler promised to immediately begin performance of their respective obligations under the proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at \$.008 per share.

SPECIAL INTERROGATORY NO. 21:

IDENTIFY any and all DOCUMENTS CONCERNING each and every promise that YOU made to Donald Danks CONCERNING any of the shares discussed in the COMPLAINT that YOU were allegedly entitled to.

RESPONSE TO SPECIAL INTERROGATORY NO. 21:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party has produced all non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 22:

IDENTIFY in as much detail as possible each and every promise made by Donald

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1 Danks to YOU CONCERNING YOUR compensation for any of the services YOU allege to
2 have provided in the COMPLAINT and/or that YOU allege to have performed under the
3 alleged CONTRACT, including the date on which the agreement was made, the words used to
4 make it, and any PERSONS who personally witnessed its making.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

6 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
7 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
8 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
9 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
10 grounds and to the extent that it is vague and ambiguous in its use of the term "compensation,"
11 "services," "performed," "used" and "make it." Responding Party further objects to this Request
12 on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to
13 and without waiving said objections, Responding Party responds as follows:

14 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
15 New York, NY 10016, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler,
16 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
17 merger involving First American and Holdings, entered into an oral contract as follows:
18 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
19 collective proposal for services, including, but not limited to, advising on and facilitating the
20 reverse merger of First American and Holdings; identifying the financing options available to
21 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
22 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
23 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
24 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
25 Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of their respective
26 obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler
27 promised to immediately begin performance of their respective obligations under the proposal,
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1 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
2 shares of First American, at \$.008 per share.

3 **SPECIAL INTERROGATORY NO. 23:**

4 IDENTIFY any and all DOCUMENTS CONCERNING each and every promise made by
5 Donald Danks to YOU CONCERNING YOUR compensation for any of the services YOU allege
6 to have provided in the COMPLAINT and/or that YOU allege to have performed under the
7 alleged CONTRACT.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

9 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
10 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
11 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
12 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
13 grounds that it is vague and ambiguous in its use of the term "compensation," "services," and
14 "performed." Responding Party further objects to this Interrogatory on the grounds and to the
15 extent that it seeks information protected from disclosure by the attorney-client privilege and/or
16 attorney work product doctrine. Subject to and without waiving said objections, Responding Party
17 responds as follows:

18 Responding Party has produced all non-privileged, responsive documents.

19 **SPECIAL INTERROGATORY NO. 24:**

20 IDENTIFY in as much detail as possible each and every promise that YOU made to
21 Donald Danks CONCERNING YOUR compensation for any of the services YOU allege to have
22 provided in the COMPLAINT and/or that YOU allege to have performed under the alleged
23 CONTRACT, including the date on which the agreement was made, the words used to make it,
24 and any PERSONS who personally witnessed its making.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 24:**

26 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
27 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
28 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,

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1 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
2 grounds and to the extent that it is vague and ambiguous in its use of the term "compensation,"
3 "services," "performed," "used" and "make it." Responding Party further objects to this Request
4 on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to
5 and without waiving said objections, Responding Party responds as follows:

6 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
7 New York, NY 10016, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler,
8 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
9 merger involving First American and Holdings, entered into an oral contract as follows:
10 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
11 collective proposal for services, including, but not limited to, advising on and facilitating the
12 reverse merger of First American and Holdings; identifying the financing options available to
13 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
14 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
15 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
16 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
17 Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of their respective
18 obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler
19 promised to immediately begin performance of their respective obligations under the proposal,
20 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
21 shares of First American, at \$.008 per share.

22 **SPECIAL INTERROGATORY NO. 25:**

23 IDENTIFY any and all DOCUMENTS CONCERNING each and every promise that
24 YOU made to Donald Danks CONCERNING YOUR compensation for any of the services YOU
25 allege to have provided in the COMPLAINT and/or that YOU allege to have performed under the
26 alleged CONTRACT.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 25:**

28 Responding Party objects to this Interrogatory on the grounds and to the extent that it is

1 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
2 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
3 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
4 grounds and to the extent that it is vague and ambiguous in its use of the term "compensation,"
5 "services," and "performed." Responding Party further objects to this Interrogatory on the
6 grounds and to the extent that it seeks information protected from disclosure by the attorney-
7 client privilege and/or attorney work product doctrine. Subject to and without waiving said
8 objections, Responding Party responds as follows:

9 Responding Party has produced all non-privileged, responsive documents.

10 **SPECIAL INTERROGATORY NO. 26:**

11 IDENTIFY in as much detail as possible each and every agreement that YOU reached
12 with Jonathan Destler CONCERNING any of the shares discussed in the COMPLAINT that
13 YOU were allegedly entitled to, including the date on which the agreement was made, the words
14 used to make it, and any PERSONS who personally witnessed its making.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 26:**

16 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
17 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
18 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
19 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
20 grounds and to the extent that it is vague and ambiguous in its use of the term "used" and "make
21 it." Subject to and without waiving said objections, Responding Party responds as follows:

22 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
23 New York, NY 10016, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler,
24 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
25 merger involving First American and Holdings, entered into an oral contract as follows:
26 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
27 collective proposal for services, including, but not limited to, advising on and facilitating the
28 reverse merger of First American and Holdings; identifying the financing options available to

1 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
2 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
3 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
4 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
5 Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of their respective
6 obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler
7 promised to immediately begin performance of their respective obligations under the proposal,
8 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
9 shares of First American, at \$.008 per share.

10 **SPECIAL INTERROGATORY NO. 27:**

11 IDENTIFY each of the parties to the agreement(s) referenced in Interrogatory No. 26.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 27:**

13 Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler, and Defendant
14 Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving
15 First American and Holdings.

16 **SPECIAL INTERROGATORY NO. 28:**

17 IDENTIFY any and all DOCUMENTS CONCERNING the agreement(s) referenced in
18 Interrogatory No. 26.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 28:**

20 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
21 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
22 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
23 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
24 grounds and to the extent that it seeks information protected from disclosure by the attorney-
25 client privilege and/or attorney work product doctrine. Subject to and without waiving said
26 objections, Responding Party responds as follows:

27 Responding Party has produced all non-privileged, responsive documents.

28 ///

SPECIAL INTERROGATORY NO. 29:

IDENTIFY in as much detail as possible every action that YOU took to perform each and every one of YOUR obligations under the agreement(s) referenced in Interrogatory No. 26, including the date of such action and every PERSON who personally witnessed the action.

RESPONSE TO SPECIAL INTERROGATORY NO. 29:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and "obligations." Responding Party further objects to this Request on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party engaged in over two hundred (200) phone calls with Defendant Daniel Solomita on or around August 1, 2014 through around February 28, 2015. These phone calls would run between approximately five minutes and one hour. Through these phone calls, Responding Party advised Mr. Solomita on, and facilitated the reverse merger of, First American and Holdings by reviewing their respective capital and corporate structures, identifying and analyzing the reverse merger or other business combination transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on the corporate vehicles by which Holdings could become a publicly traded and owned entity. Furthermore, Responding Party and Plaintiff Paul Cugno initiated several business relationships for Mr. Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American Group and Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business relationships with Donald Danks and Jonathan Destler.

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1 **SPECIAL INTERROGATORY NO. 30:**

2 IDENTIFY any and all DOCUMENTS CONCERNING each and every action that YOU
3 took to perform each of YOUR obligations under the agreement(s) referenced in Interrogatory
4 No. 26.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 30:**

6 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
7 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
8 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
9 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
10 grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and
11 "obligations." Responding Party further objects to this Interrogatory on the grounds and to the
12 extent that it seeks information protected from disclosure by the attorney-client privilege and/or
13 attorney work product doctrine. Subject to and without waiving said objections, Responding Party
14 responds as follows:

15 Responding Party has produced all non-privileged, responsive documents.

16 **SPECIAL INTERROGATORY NO. 31:**

17 IDENTIFY in as much detail as possible each and every agreement that YOU reached
18 with Jonathan Destler CONCERNING YOUR compensation for any of the services that YOU
19 allege to have provided in the COMPLAINT and/or that YOU allege to have performed under the
20 alleged CONTRACT, including the date on which the agreement was made, the words used to
21 make it, and any PERSONS who personally witnessed its making.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 31:**

23 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
24 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
25 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
26 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
27 grounds and to the extent that it is vague and ambiguous in its use of the term "compensation,"
28 "services," and "performed." Responding Party further objects to this Request on the grounds

1 and to the extent that it is duplicative of prior requests in this action. Subject to and without
2 waiving said objections, Responding Party responds as follows:

3 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
4 New York, NY 10016, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler,
5 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
6 merger involving First American and Holdings, entered into an oral contract as follows:
7 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
8 collective proposal for services, including, but not limited to, advising on and facilitating the
9 reverse merger of First American and Holdings; identifying the financing options available to
10 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
11 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
12 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
13 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
14 Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of their respective
15 obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler
16 promised to immediately begin performance of their respective obligations under the proposal,
17 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
18 shares of First American, at \$.008 per share.

19 **SPECIAL INTERROGATORY NO. 32:**

20 IDENTIFY each of the parties to the agreement(s) referenced in Interrogatory No. 31.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 32:**

22 Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler, and Defendant
23 Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving
24 First American and Holdings.

25 **SPECIAL INTERROGATORY NO. 33:**

26 IDENTIFY any and all DOCUMENTS CONCERNING the agreement(s) referenced in
27 Interrogatory No. 31.

28 ///

RESPONSE TO SPECIAL INTERROGATORY NO. 33:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party has produced all non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 34:

IDENTIFY in as much detail as possible every action that YOU took to perform each and every one of YOUR obligations under the agreement(s) referenced in Interrogatory No. 31, including the date of such action and every PERSON who personally witnessed the action.

RESPONSE TO SPECIAL INTERROGATORY NO. 34:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and "obligations." Responding Party further objects to this Request on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party engaged in over two hundred (200) phone calls with Defendant Daniel Solomita on or around August 1, 2014 through around February 28, 2015. These phone calls would run between approximately five minutes and one hour. Through these phone calls, Responding Party advised Mr. Solomita on, and facilitated the reverse merger of, First American and Holdings by reviewing their respective capital and corporate structures, identifying and analyzing the reverse merger or other business combination transactions to be pursued and

1 corresponding SEC compliance, and identifying and analyzing the financing options available to
2 Holdings. Thereafter, Responding Party advised Mr. Solomita on the corporate vehicles by
3 which Holdings could become a publicly traded and owned entity. Furthermore, Responding
4 Party and Plaintiff Paul Cugno initiated several business relationships for Mr. Solomita, on behalf
5 of himself and the surviving entity of the reverse merger involving First American Group and
6 Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman
7 Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business
8 relationships with Donald Danks and Jonathan Destler.

9 **SPECIAL INTERROGATORY NO. 35:**

10 IDENTIFY any and all DOCUMENTS CONCERNING each and every action that YOU
11 took to perform each of YOUR obligations under the agreement(s) referenced in Interrogatory
12 No. 31.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 35:**

14 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
15 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
16 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
17 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
18 grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and
19 "obligations." Responding Party further objects to this Interrogatory on the grounds and to the
20 extent that it seeks information protected from disclosure by the attorney-client privilege and/or
21 attorney work product doctrine. Subject to and without waiving said objections, Responding Party
22 responds as follows:

23 Responding Party has produced all non-privileged, responsive documents.

24 **SPECIAL INTERROGATORY NO. 36:**

25 IDENTIFY in as much detail as possible each and every promise made by Jonathan
26 Destler to YOU CONCERNING any of the shares discussed in the COMPLAINT that YOU were
27 allegedly entitled to, including the date on which the promise was made, the words used to make
28 it, and any PERSONS who personally witnessed its making.

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RESPONSE TO SPECIAL INTERROGATORY NO. 36:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the term "used" and "make it." Responding Party further objects to this Request on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to and without waiving said objections, Responding Party responds as follows:

On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue, New York, NY 10016, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American and Holdings, entered into an oral contract as follows: Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their collective proposal for services, including, but not limited to, advising on and facilitating the reverse merger of First American and Holdings; identifying the financing options available to Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by which Holdings could become a publicly traded and owned entity; and advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr. Solomita indicated he agreed with the collective proposal and requested that Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler promised to immediately begin performance of their respective obligations under the proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at \$.008 per share.

SPECIAL INTERROGATORY NO. 37:

IDENTIFY any and all DOCUMENTS CONCERNING each and every promise made by

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Jonathan Destler to YOU CONCERNING any of the shares discussed in the COMPLAINT that YOU were allegedly entitled to.

RESPONSE TO SPECIAL INTERROGATORY NO. 37:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and "obligations." Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party has produced all non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 38:

IDENTIFY in as much detail as possible each and every promise that YOU made to Jonathan Destler CONCERNING any of the shares discussed in the COMPLAINT that YOU were allegedly entitled to, including the date on which YOU made the promise, the words YOU used to make it, and any PERSONS who personally witnessed YOU making such promise.

RESPONSE TO SPECIAL INTERROGATORY NO. 38:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the term "used" and "make it." Responding Party further objects to this Request on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to and without waiving said objections, Responding Party responds as follows:

On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue, New York, NY 10016, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American and Holdings, entered into an oral contract as follows: Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their collective proposal for services, including, but not limited to, advising on and facilitating the reverse merger of First American and Holdings; identifying the financing options available to Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by which Holdings could become a publicly traded and owned entity; and advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr. Solomita indicated he agreed with the collective proposal and requested that Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler promised to immediately begin performance of their respective obligations under the proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at \$.008 per share.

SPECIAL INTERROGATORY NO. 39:

IDENTIFY any and all DOCUMENTS CONCERNING each and every promise that YOU made to Jonathan Destler CONCERNING any of the shares discussed in the COMPLAINT that YOU were allegedly entitled to.

RESPONSE TO SPECIAL INTERROGATORY NO. 39:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

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1 Responding Party has produced all non-privileged, responsive documents.

2 **SPECIAL INTERROGATORY NO. 40:**

3 IDENTIFY in as much detail as possible each and every promise made by Jonathan
4 Destler to YOU CONCERNING YOUR compensation for any of the services YOU allege to
5 have provided in the COMPLAINT and/or that YOU allege to have performed under the alleged
6 CONTRACT, including the date on which the agreement was made, the words used to make it,
7 and any PERSONS who personally witnessed its making.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 40:**

9 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
10 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
11 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
12 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
13 grounds and to the extent that it is vague and ambiguous in its use of the term "compensation,"
14 "services," "performed," "used" and "make it." Responding Party further objects to this Request
15 on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to
16 and without waiving said objections, Responding Party responds as follows:

17 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
18 New York, NY 10016, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler,
19 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
20 merger involving First American and Holdings, entered into an oral contract as follows:
21 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
22 collective proposal for services, including, but not limited to, advising on and facilitating the
23 reverse merger of First American and Holdings; identifying the financing options available to
24 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
25 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
26 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
27 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
28 Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of their respective

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obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler promised to immediately begin performance of their respective obligations under the proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at \$.008 per share.

SPECIAL INTERROGATORY NO. 41:

IDENTIFY any and all DOCUMENTS CONCERNING each and every promise made by Jonathan Destler to YOU CONCERNING YOUR compensation for any of the services YOU allege to have provided in the COMPLAINT and/or that YOU allege to have performed under the alleged CONTRACT.

RESPONSE TO SPECIAL INTERROGATORY NO. 41:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the term "compensation," "services," and "performed." Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party has produced all non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 42:

IDENTIFY in as much detail as possible each and every promise that YOU made to Jonathan Destler CONCERNING YOUR compensation for any of the services YOU allege to have provided in the COMPLAINT and/or that YOU allege to have performed under the alleged CONTRACT, including the date on which the agreement was made, the words used to make it, and any PERSONS who personally witnessed its making.

RESPONSE TO SPECIAL INTERROGATORY NO. 42:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is

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1 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
2 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
3 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
4 grounds and to the extent that it is vague and ambiguous in its use of the term "compensation,"
5 "services," "performed," "used" and "make it." Responding Party further objects to this Request
6 on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to
7 and without waiving said objections, Responding Party responds as follows:

8 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
9 New York, NY 10016, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler,
10 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
11 merger involving First American and Holdings, entered into an oral contract as follows:
12 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
13 collective proposal for services, including, but not limited to, advising on and facilitating the
14 reverse merger of First American and Holdings; identifying the financing options available to
15 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
16 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
17 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
18 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
19 Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of their respective
20 obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler
21 promised to immediately begin performance of their respective obligations under the proposal,
22 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
23 shares of First American, at \$.008 per share.

24 **SPECIAL INTERROGATORY NO. 43:**

25 IDENTIFY any and all DOCUMENTS CONCERNING each and every promise that
26 YOU made to Jonathan Destler CONCERNING YOUR compensation for any of the services
27 YOU allege to have provided in the COMPLAINT and/or that YOU allege to have performed
28 under the alleged CONTRACT.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 43:**

2 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
3 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
4 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
5 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
6 grounds and to the extent that it is vague and ambiguous in its use of the term "compensation,"
7 "services," and "performed." Responding Party further objects to this Interrogatory on the
8 grounds and to the extent that it seeks information protected from disclosure by the attorney-
9 client privilege and/or attorney work product doctrine. Subject to and without waiving said
10 objections, Responding Party responds as follows:

11 Responding Party has produced all non-privileged, responsive documents.

12 **SPECIAL INTERROGATORY NO. 44:**

13 IDENTIFY in as much detail as possible any and all work that YOU performed for and
14 services that YOU provided to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries,
15 Inc., CONCERNING Loop Holdings, Inc.'s private placement in 2015 (as alleged in paragraphs
16 20, 21, and 22 of the original complaint YOU filed in this action).

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 44:**

18 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
19 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
20 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
21 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
22 grounds and to the extent that it is vague and ambiguous in its use of the terms "work,"
23 "performed," and "services." Responding Party further objects to this Request on the grounds
24 and to the extent that it is duplicative of prior requests in this action. Subject to and without
25 waiving said objections, Responding Party responds as follows:

26 Responding Party engaged in over two hundred (200) phone calls with Defendant Daniel
27 Solomita on or around August 1, 2014 through around February 28, 2015. These phone calls
28 would run between approximately five minutes and one hour. Through these phone calls,

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1 Responding Party advised Mr. Solomita on, and facilitated the reverse merger of, First American
2 and Holdings by reviewing their respective capital and corporate structures, identifying and
3 analyzing the reverse merger or other business combination transactions to be pursued and
4 corresponding SEC compliance, and identifying and analyzing the financing options available to
5 Holdings. Thereafter, Responding Party advised Mr. Solomita on the corporate vehicles by
6 which Holdings could become a publicly traded and owned entity. Furthermore, Responding
7 Party and Plaintiff Paul Cugno initiated several business relationships for Mr. Solomita, on behalf
8 of himself and the surviving entity of the reverse merger involving First American Group and
9 Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman
10 Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business
11 relationships with Donald Danks and Jonathan Destler.

12 **SPECIAL INTERROGATORY NO. 45:**

13 IDENTIFY any and all DOCUMENTS CONCERNING the work that YOU performed for
14 and services that YOU provided to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries,
15 Inc., CONCERNING Loop Holdings, Inc.'s private placement in 2015 (as alleged in paragraphs
16 20, 21, and 22 of the original complaint YOU filed in this action).

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 45:**

18 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
19 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
20 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
21 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
22 grounds and to the extent that it is vague and ambiguous in its use of the term "work," "services,"
23 and "performed." Responding Party further objects to this Interrogatory on the grounds and to
24 the extent that it seeks information protected from disclosure by the attorney-client privilege
25 and/or attorney work product doctrine. Subject to and without waiving said objections,
26 Responding Party responds as follows:

27 Responding Party has produced all non-privileged, responsive documents.

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SPECIAL INTERROGATORY NO. 46:

IDENTIFY in as much detail as possible any and all work that YOU performed for and services that YOU provided to Donald Danks CONCERNING Loop Holdings, Inc.'s private placement in 2015 (as alleged in paragraphs 20, 21, and 22 of the original complaint YOU filed in this action).

RESPONSE TO SPECIAL INTERROGATORY NO. 46:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the terms "work," "performed," and "services." Responding Party further objects to this Request on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party engaged in over two hundred (200) phone calls with Defendant Daniel Solomita on or around August 1, 2014 through around February 28, 2015. These phone calls would run between approximately five minutes and one hour. Through these phone calls, Responding Party advised Mr. Solomita on, and facilitated the reverse merger of, First American and Holdings by reviewing their respective capital and corporate structures, identifying and analyzing the reverse merger or other business combination transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on the corporate vehicles by which Holdings could become a publicly traded and owned entity. Furthermore, Responding Party and Plaintiff Paul Cugno initiated several business relationships for Mr. Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American Group and Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business relationships with Donald Danks and Jonathan Destler.

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SPECIAL INTERROGATORY NO. 47:

IDENTIFY any and all DOCUMENTS CONCERNING the work that YOU performed for and services that YOU provided to Donald Danks CONCERNING Loop Holdings, Inc.'s private placement in 2015 (as alleged in paragraphs 20, 21, and 22 of the original complaint YOU filed in this action).

RESPONSE TO SPECIAL INTERROGATORY NO. 47:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the term "work," "services," and "performed." Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party has produced all non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 48:

IDENTIFY in as much detail as possible any and all work that YOU performed for and services that YOU provided to Jonathan Destler CONCERNING Loop Holdings, Inc.'s private placement in 2015 (as alleged in paragraphs 20, 21, and 22 of the original complaint YOU filed in this action).

RESPONSE TO SPECIAL INTERROGATORY NO. 48:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the terms "work," "performed," and "services." Responding Party further objects to this Request on the grounds

1 and to the extent that it is duplicative of prior requests in this action. Subject to and without
2 waiving said objections, Responding Party responds as follows:

3 Responding Party engaged in over two hundred (200) phone calls with Defendant Daniel
4 Solomita on or around August 1, 2014 through around February 28, 2015. These phone calls
5 would run between approximately five minutes and one hour. Through these phone calls,
6 Responding Party advised Mr. Solomita on, and facilitated the reverse merger of, First American
7 and Holdings by reviewing their respective capital and corporate structures, identifying and
8 analyzing the reverse merger or other business combination transactions to be pursued and
9 corresponding SEC compliance, and identifying and analyzing the financing options available to
10 Holdings. Thereafter, Responding Party advised Mr. Solomita on the corporate vehicles by
11 which Holdings could become a publicly traded and owned entity. Furthermore, Responding
12 Party and Plaintiff Paul Cugno initiated several business relationships for Mr. Solomita, on behalf
13 of himself and the surviving entity of the reverse merger involving First American Group and
14 Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman
15 Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business
16 relationships with Donald Danks and Jonathan Destler.

17 **SPECIAL INTERROGATORY NO. 49:**

18 IDENTIFY any and all DOCUMENTS CONCERNING the work that YOU performed for
19 and services that YOU provided to Jonathan Destler CONCERNING Loop Holdings, Inc.'s
20 private placement in 2015 (as alleged in paragraphs 20, 21, and 22 of the original complaint YOU
21 filed in this action).

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 49:**

23 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
24 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
25 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
26 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
27 grounds and to the extent that it is vague and ambiguous in its use of the term "work," "services,"
28 and "performed." Responding Party further objects to this Interrogatory on the grounds and to

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1 the extent that it seeks information protected from disclosure by the attorney-client privilege
2 and/or attorney work product doctrine. Subject to and without waiving said objections,
3 Responding Party responds as follows:

4 Responding Party has produced all non-privileged, responsive documents.

5 **SPECIAL INTERROGATORY NO. 50:**

6 IDENTIFY each and every PERSON YOU introduced to Daniel Solomita, Loop
7 Holdings, Inc., and/or Loop Industries, Inc. who invested funds and/or capital in Loop Holdings,
8 Inc. during its 2015 private placement (as alleged in paragraphs 20, 21, and 22 of the original
9 complaint YOU filed in this action).

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 50:**

11 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
12 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
13 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
14 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
15 responds as follows:

16 Responding Party engaged in over two hundred (200) phone calls with Defendant Daniel
17 Solomita on or around August 1, 2014 through around February 28, 2015. These phone calls
18 would run between approximately five minutes and one hour. Through these phone calls,
19 Responding Party advised Mr. Solomita on, and facilitated the reverse merger of, First American
20 and Holdings by reviewing their respective capital and corporate structures, identifying and
21 analyzing the reverse merger or other business combination transactions to be pursued and
22 corresponding SEC compliance, and identifying and analyzing the financing options available to
23 Holdings. Thereafter, Responding Party advised Mr. Solomita on the corporate vehicles by
24 which Holdings could become a publicly traded and owned entity. Furthermore, Responding
25 Party and Plaintiff Paul Cugno initiated several business relationships for Mr. Solomita, on behalf
26 of himself and the surviving entity of the reverse merger involving First American Group and
27 Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman
28

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1 Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business
2 relationships with Donald Danks and Jonathan Destler.

3 **SPECIAL INTERROGATORY NO. 51:**

4 IDENTIFY the date(s) on which each and every PERSON referenced in Interrogatory No.
5 50 invested funds and/or capital in Loop Holdings, Inc. during its private placement (as alleged in
6 paragraphs 20, 21, and 22 of the original complaint YOU filed in this action).

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 51:**

8 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
9 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
10 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
11 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
12 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
13 and without waiving said objections, Responding Party responds as follows:

14 Responding Party and Plaintiff Henry Lorin initiated several business relationships for
15 Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger
16 involving First American Group and Holdings, which includes Lance Bauerlein, Scott Sieck, John
17 Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel,
18 Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and
19 Jonathan Destler.

20 **SPECIAL INTERROGATORY NO. 52:**

21 IDENTIFY the exact amount of funds and/or capital that each and every PERSON
22 referenced in Interrogatory No. 50 invested in Loop Holdings, Inc. during its private placement
23 (as alleged in paragraphs 20, 21, and 22 of the original complaint YOU filed in this action).

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 52:**

25 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
26 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
27 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
28 and oppress Responding Party. Responding Party further objects to this Interrogatory on the

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1 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
2 and without waiving said objections, Responding Party responds as follows:

3 Responding Party and Plaintiff Henry Lorin initiated several business relationships for
4 Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger
5 involving First American Group and Holdings, which includes Lance Bauerlein, Scott Sieck, John
6 Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel,
7 Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and
8 Jonathan Destler.

9 **SPECIAL INTERROGATORY NO. 53:**

10 IDENTIFY any and all DOCUMENTS CONCERNING the investment of funds and/or
11 capital that each and every PERSON referenced in Interrogatory No. 50 made during Loop
12 Holdings, Inc.'s private placement (as alleged in paragraphs 20, 21, and 22 of the original
13 complaint YOU filed in this action).

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 53:**

15 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
16 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
17 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
18 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
19 grounds and to the extent that it seeks information protected from disclosure by the attorney-
20 client privilege and/or attorney work product doctrine. Subject to and without waiving said
21 objections, Responding Party responds as follows:

22 Responding Party has produced all non-privileged, responsive documents.

23 **SPECIAL INTERROGATORY NO. 54:**

24 IDENTIFY the exact date(s) on which YOU introduced Lance Bauerlein to Daniel
25 Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 54:**

27 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
28 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the

1 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
2 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
3 responds as follows:

4 Lance Bauerlein was introduced to Daniel Solomita in or about November 2014.

5 **SPECIAL INTERROGATORY NO. 55:**

6 IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Lance
7 Bauerlein to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 55:**

9 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
10 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
11 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
12 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
13 grounds and to the extent that it seeks information protected from disclosure by the attorney-
14 client privilege and/or attorney work product doctrine. Subject to and without waiving said
15 objections, Responding Party responds as follows:

16 Responding Party has produced all non-privileged, responsive documents.

17 **SPECIAL INTERROGATORY NO. 56:**

18 IDENTIFY the exact date(s) on which YOU introduced Scott Sieck to Daniel Solomita,
19 Loop Holdings, Inc., and/or Loop Industries, Inc.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 56:**

21 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
22 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
23 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
24 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
25 responds as follows:

26 Scott Sieck was introduced to Daniel Solomita on or about January 20, 2015.

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SPECIAL INTERROGATORY NO. 57:

IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Scott Sieck to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

RESPONSE TO SPECIAL INTERROGATORY NO. 57:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party has produced all non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 58:

IDENTIFY the exact date(s) on which YOU introduced John Denzer to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

RESPONSE TO SPECIAL INTERROGATORY NO. 58:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Subject to and without waiving said objections, Responding Party responds as follows:

John Denzer was introduced to Daniel Solomita on or about January 20, 2015.

SPECIAL INTERROGATORY NO. 59:

IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of John Denzer to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

RESPONSE TO SPECIAL INTERROGATORY NO. 59:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the

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1 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
2 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
3 grounds and to the extent that it seeks information protected from disclosure by the attorney-
4 client privilege and/or attorney work product doctrine. Subject to and without waiving said
5 objections, Responding Party responds as follows:

6 Responding Party has produced all non-privileged, responsive documents.

7 **SPECIAL INTERROGATORY NO. 60:**

8 IDENTIFY the exact date(s) on which YOU introduced Michael Franklin to Daniel
9 Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 60:**

11 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
12 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
13 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
14 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
15 responds as follows:

16 Michael Franklin was introduced to Daniel Solomita on or about January 20, 2015.

17 **SPECIAL INTERROGATORY NO. 61:**

18 IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Michael
19 Franklin to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 61:**

21 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
22 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
23 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
24 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
25 grounds and to the extent that it seeks information protected from disclosure by the attorney-
26 client privilege and/or attorney work product doctrine. Subject to and without waiving said
27 objections, Responding Party responds as follows:

28 Responding Party has produced all non-privileged, responsive documents.

1 **SPECIAL INTERROGATORY NO. 62:**

2 IDENTIFY the exact date(s) on which YOU introduced Norman Olshansky to Daniel
3 Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 62:**

5 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
6 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
7 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
8 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
9 responds as follows:

10 Norman Olshansky was introduced to Daniel Solomita on or about April 13, 2015.

11 **SPECIAL INTERROGATORY NO. 63:**

12 IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Norman
13 Olshansky to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 63:**

15 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
16 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
17 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
18 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
19 grounds and to the extent that it seeks information protected from disclosure by the attorney-
20 client privilege and/or attorney work product doctrine. Subject to and without waiving said
21 objections, Responding Party responds as follows:

22 Responding Party has produced all non-privileged, responsive documents.

23 **SPECIAL INTERROGATORY NO. 64:**

24 IDENTIFY the exact date(s) on which YOU introduced Bob Gartzman to Daniel
25 Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 64:**

27 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
28 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the

1 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
2 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
3 responds as follows:

4 Bob Gartzman was introduced to Daniel Solomita on or about April 13, 2015.

5 **SPECIAL INTERROGATORY NO. 65:**

6 IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Bob
7 Gartzman to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 65:**

9 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
10 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
11 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
12 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
13 grounds and to the extent that it seeks information protected from disclosure by the attorney-
14 client privilege and/or attorney work product doctrine. Subject to and without waiving said
15 objections, Responding Party responds as follows:

16 Responding Party has produced all non-privileged, responsive documents.

17 **SPECIAL INTERROGATORY NO. 66:**

18 IDENTIFY the exact date(s) on which YOU introduced Harold Sahlem to Daniel
19 Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 66:**

21 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
22 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
23 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
24 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
25 responds as follows:

26 Harold Sahlem was introduced to Daniel Solomita on or about April 13, 2015.

27 **SPECIAL INTERROGATORY NO. 67:**

28 IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Harold

Sahlem to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

RESPONSE TO SPECIAL INTERROGATORY NO. 67:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party has produced all non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 68:

IDENTIFY the exact date(s) on which YOU introduced Bruce Fogel to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

RESPONSE TO SPECIAL INTERROGATORY NO. 68:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Subject to and without waiving said objections, Responding Party responds as follows:

Bruce Fogel was introduced to Daniel Solomita on or about April 7, 2015.

SPECIAL INTERROGATORY NO. 69:

IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Bruce Fogel to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

RESPONSE TO SPECIAL INTERROGATORY NO. 69:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the

06/07/2016

1 grounds and to the extent that it seeks information protected from disclosure by the attorney-
2 client privilege and/or attorney work product doctrine. Subject to and without waiving said
3 objections, Responding Party responds as follows:

4 Responding Party has produced all non-privileged, responsive documents.

5 **SPECIAL INTERROGATORY NO. 70:**

6 IDENTIFY the exact date(s) on which YOU introduced Tony Meti to Daniel Solomita,
7 Loop Holdings, Inc., and/or Loop Industries, Inc.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 70:**

9 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
10 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
11 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
12 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
13 responds as follows:

14 Tony Meti was introduced to Daniel Solomita on or about February 27, 2015.

15 **SPECIAL INTERROGATORY NO. 71:**

16 IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Tony
17 Meti to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 71:**

19 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
20 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
21 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
22 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
23 grounds and to the extent that it seeks information protected from disclosure by the attorney-
24 client privilege and/or attorney work product doctrine. Subject to and without waiving said
25 objections, Responding Party responds as follows:

26 Responding Party has produced all non-privileged, responsive documents.

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1 **SPECIAL INTERROGATORY NO. 72:**

2 IDENTIFY in as much detail as possible any and all registrations, licenses, certifications,
3 and memberships that YOU held from December 2013 through December 2017, with any federal,
4 state, and Canadian securities regulation agency, self-regulatory organization, national securities
5 exchange, and registered securities association, including, but not limited to, any registrations,
6 licenses, certifications; and memberships that YOU held as a securities broker, securities dealer,
7 broker-dealer, registered agent, registered representative, associated person of a broker-dealer,
8 investment adviser, investment adviser representative, investment company, financial advisor,
9 financial planner, investor relations professional, and public relations professional.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 72:**

11 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
12 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
13 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
14 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
15 responds as follows:

16 None.

17 **SPECIAL INTERROGATORY NO. 73:**

18 IDENTIFY any and all DOCUMENTS CONCERNING each and every one of YOUR
19 registrations, licenses, certifications, and memberships referenced in Interrogatory No. 72.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 73:**

21 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
22 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
23 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
24 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
25 responds as follows:

26 Not applicable.

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1 **SPECIAL INTERROGATORY NO. 74:**

2 IDENTIFY in as much detail as possible any and all registrations, licenses, certifications,
3 and memberships that YOU held from December 2013 through December 2017, with the United
4 States Securities and Exchange Commission (SEC), Securities Investor Protection Corporation
5 (SIPC), Financial Industry Regulatory Authority (FINRA), FINRA's Central Registration
6 Depository (CRD), Investment Adviser Registration Depository (IARD), National Association of
7 Securities Dealers (NASD), North American Securities Administrators Association (NASAA),
8 Canadian Securities Administrators (CSA), CSA's National Registration Database, Investment
9 Industry Regulatory Organization of Canada (IIROC), State of California Department of Business
10 Oversight, and New York State Office of the Attorney General.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 74:**

12 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
13 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
14 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
15 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
16 responds as follows:

17 None.

18 **SPECIAL INTERROGATORY NO. 75:**

19 IDENTIFY any and all DOCUMENTS CONCERNING each and every one of YOUR
20 registrations, licenses, certifications, and memberships referenced in Interrogatory No. 74.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 75:**

22 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
23 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
24 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
25 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
26 responds as follows:

27 Not applicable.

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1 **SPECIAL INTERROGATORY NO. 76:**

2 IDENTIFY, by court, case name, case number, and filing date, each and every
3 administrative and civil action brought against YOU by the United States Securities and
4 Exchange Commission.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 76:**

6 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
7 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
8 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
9 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
10 responds as follows:

11 After a diligent search and a reasonable inquiry, Responding Party is unaware of any
12 information responsive to this Request.

13 **SPECIAL INTERROGATORY NO. 77:**

14 IDENTIFY any and all DOCUMENTS CONCERNING each and every administrative
15 and civil action brought against YOU by the United States Securities and Exchange Commission,

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 77:**

17 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
18 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
19 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
20 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
21 grounds and to the extent that it seeks information protected from disclosure by the attorney-
22 client privilege and/or attorney work product doctrine. Subject to and without waiving said
23 objections, Responding Party responds as follows:

24 Not applicable.

25 **SPECIAL INTERROGATORY NO. 78:**

26 IDENTIFY, by court, case name, case number, and filing date, each and every civil action
27 brought against YOU by any PERSON alleging that YOU engaged in securities fraud.

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06/02/2018

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 78:**

2 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
3 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
4 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
5 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
6 responds as follows:

7 None.

8 **SPECIAL INTERROGATORY NO. 79:**

9 IDENTIFY any and all DOCUMENTS CONCERNING each and every civil action
10 brought against YOU by any PERSON alleging that YOU engaged in securities fraud.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 79:**

12 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
13 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
14 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
15 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
16 grounds and to the extent that it seeks information protected from disclosure by the attorney client
17 privilege and/or attorney work product doctrine. Subject to and without waiving said objections,
18 Responding Party responds as follows:

19 Not Applicable.

20
21 Dated: February 6, 2018

BAKER & HOSTETLER LLP

22
23 By: 

Michael R. Matthias
Jihee Ahn
F. Lucas Paule

24
25 *Attorneys for Plaintiffs*
26 HENRY LORIN and PAUL CUGNO

27 6118822901

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

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VERIFICATION TO FOLLOW UNDER SEPARATE COVER

PROOF OF SERVICE

Henry Lorin, et al. v. Loop Industries, Inc., et al.
[LASC Case No. BC648640]

I, Priscilla Markus, declare:

I am employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard, Suite 1400, Los Angeles, CA 90025-0509. On February 6, 2018, I served a copy of the within document(s):

**PLAINTIFF HENRY LORIN'S RESPONSES TO DEFENDANT DANIEL SOLOMITA'S
SPECIAL INTERROGATORIES, SET ONE**

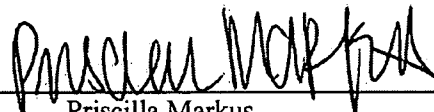
☒ **VIA U.S. MAIL.** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Aalok Sharma
Mark E. Gustafson
WHITE & CASTLE LLP
555 S. Flower St., Suite 2700
Los Angeles, CA 90071-2433
Telephone: (213) 620-7700
Facsimile: (213) 452-2329
Email: asharma@whitecase.com
Email: mgustafson@whitecase.com

Attorneys for Defendants
LOOP INDUSTRIES, INC.; LOOP
HOLDINGS, INC.; and DANIEL
SOLOMITA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 6, 2018, at Los Angeles, California.



Priscilla Markus

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

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VERIFICATION

Henry Lorin, et al. v. Loop Industries, Inc., et al.
[LASC, Case No. BC648640]

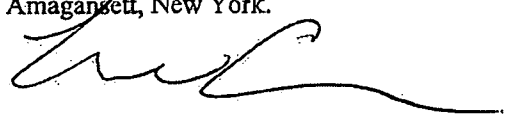
I, Henry Lorin, declare:

I am a party to this action.

I have read the foregoing PLAINTIFF HENRY LORIN'S RESPONSES TO
DEFENDANT DANIEL SOLOMITA'S SPECIAL INTERROGATORIES, SET ONE (the
"Responses") and know the contents thereof. I am informed and believe and thereon allege that
the contents of the Responses are true.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed this 6th day of February 2018 at Amagansett, New York.



Henry Lorin

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1 Michael R. Matthias, SBN 57728
2 Jihee Ahn, SBN 292659
3 F. Lucas Paule, SBN 313282
4 **BAKER & HOSTETLER LLP**
5 11601 Wilshire Boulevard, Suite 1400
6 Los Angeles, CA 90025-0509
7 Telephone: 310.820.8800
8 Facsimile: 310.820.8859
9 Emails: mmatthias@bakerlaw.com
10 jahn@bakerlaw.com

11 *Attorneys for Plaintiffs*
12 HENRY LORIN and PAUL M. CUGNO

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

12 HENRY LORIN, an individual; and PAUL M.
13 CUGNO, an individual,

14 Plaintiffs,

15 v.

16 LOOP INDUSTRIES, INC., a Nevada
17 corporation, LOOP HOLDINGS, INC., a
18 Nevada corporation, and DANIEL
19 SOLOMITA, an individual,

20 Defendants.

Case No.: BC648640

[Honorable Gregory W. Alarcon, Dept. 36]

**PLAINTIFF HENRY LORIN'S
RESPONSES TO DEFENDANT DANIEL
SOLOMITA'S SPECIAL
INTERROGATORIES, SET TWO**

Date Action Filed: January 27, 2017
FAC Filed: February 7, 2017
Trial Date: June 20, 2018

1 **PROPOUNDING PARTY:** **Defendant DANIEL SOLOMITA**
2 **RESPONDING PARTY:** **Plaintiff HENRY LORIN**
3 **SET NUMBER:** **TWO**

4 **PRELIMINARY STATEMENT**

5 Pursuant to Code of Civil Procedure § 2030.210, *et seq.*, Plaintiff Henry Lorin
6 ("Responding Party") hereby responds to Defendant Daniel Solomita's Second Set of Special
7 Interrogatories ("Interrogatories," and each, an "Interrogatory").

8 Responding Party's responses and objections fairly represent his position at this stage of
9 the litigation and are based upon the current state of discovery and investigation. Responding
10 Party's responses to the Interrogatories are made in a good faith effort to supply the factual
11 information requested and are as complete and accurate as present knowledge, information, and
12 belief allow. Discovery, investigation, and trial preparation are continuing. It is anticipated that
13 further discovery, legal research, and analysis will supply additional facts, add meaning to known
14 facts, as well as establishing entirely new factual and legal conclusions, all of which may lead to
15 substantial additions to, changes in and variations from the facts set forth in these responses.
16 Responding Party expressly reserves the right to amend, modify, supplement, clarify or further
17 explain these responses and objections at any time before the trial of this action. By so reserving
18 this right, Responding Party does not assume any obligations to supplement these responses.
19 Except for explicit facts admitted herein, no incidental or implied admission is intended thereby.
20 The fact that Responding Party has answered or objected to any Interrogatory or part thereof
21 should not be taken as an admission that Responding Party accepts or admits the existence of any
22 facts set forth or assumed by such Interrogatories. The fact that Responding Party has answered
23 part or all of any Interrogatory is not intended and shall not be construed as a waiver by
24 Responding Party of all or any part of any objection to that request. Nothing contained herein
25 shall be construed as an admission relevant to the existence or nonexistence of any fact. By
26 responding to any particular Interrogatory, Responding Party does not waive his right to seek
27 appropriate orders from the Court protecting documents and information relating to the subject
28 matter of the Interrogatory.

GENERAL OBJECTIONS

Responding Party objects to each Interrogatory on the following grounds:

1. Responding Party objects to each of the Interrogatories to the extent that it, or any of them, purports to seek disclosure of information that is not confined to the relevant issues in this case, is beyond the scope of the pleadings, is irrelevant to the subject matter of this action, or is not reasonably calculated to lead to discovery of admissible evidence.

2. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is overbroad, unduly burdensome, oppressive, beyond the date of the commencement of this action or otherwise not properly limited to the relevant time period governing this action.

3. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is vague, ambiguous, unintelligible or unclear; Responding Party reserves the right to assert specific objections in the event the Interrogatories are clarified.

4. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, seeks disclosure of information that (1) is protected by the attorney-client privilege, (2) constitutes attorney work product, (3) was prepared in anticipation of litigation, or (4) is otherwise privileged or exempt from disclosure. Responding Party therefore construes each Interrogatory as seeking only such information as is not subject to the protection of these privileges. Any inadvertent identification or production of such documents or information shall not result in a waiver of these privileges.

5. Responding Party objects to each of these Interrogatories on the grounds and to the extent that it, or any of them, purports to seek disclosure of information that is confidential, is proprietary, constitutes trade secrets, and/or is protected by the right of privacy guaranteed by applicable state and federal law, the California Constitution, and the United States Constitution. Such information will only be produced pursuant to a protective order entered by the Court.

Responding Party reserves all objections or other questions as to competency, relevance, materiality, propriety, privilege, or admissibility and any other objection that would require the exclusion of any of the information provided herein at trial, or at any hearing or other proceeding

1 in this matter. Each of the foregoing objections is incorporated into Responding Party's response
2 to each Interrogatory set forth below.

3 **RESPONSES TO SPECIAL INTERROGATORIES**

4 **SPECIAL INTERROGATORY NO. 80 [ERRONEOUS NO. 1]:**

5 IDENTIFY, in as much detail as possible, each and every fact supporting YOUR contention that
6 Daniel Solomita had no intention of ever providing YOU the option to purchase 1,000,000 shares of First
7 American Group, Inc.'s common stock, as alleged in paragraphs 42, 43, 44, and 51 of YOUR
8 COMPLAINT.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 80 [ERRONEOUS NO. 1]:**

10 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
11 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
12 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
13 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
14 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
15 and without waiving said objections, Responding Party responds as follows:

16 On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno, Donald
17 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
18 entity of the reverse merger involving First American and Holdings, entered into an oral contract.
19 As part of the oral contract, Mr. Solomita promised to grant Responding Party, Mr. Cugno, Mr.
20 Danks, and Mr. Destler the option to purchase 1,000,000 free-trading shares of First American, at
21 \$.008 per share. Mr. Solomita made this promise with the intent to induce Plaintiffs into
22 providing certain services for him and his company, Loop Holdings, Inc. However, Mr. Solomita
23 transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff
24 Paul Cugno, to himself and persons affiliated with him. Plaintiffs were never provided with the
25 option to purchase shares of First American despite their willingness to complete a stock purchase
26 agreement and deliver a check for \$8,000.

27 **SPECIAL INTERROGATORY NO. 81 [ERRONEOUS NO. 2]:**

28 IDENTIFY, in as much detail as possible, each and every PERSON affiliated with Daniel

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1 Solomita to whom Daniel Solomita allegedly transferred approximately 500,000 shares of First
2 American Group, Inc.'s common stock, as alleged in paragraph 44 of YOUR COMPLAINT.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 81 [ERRONEOUS NO. 2]:**

4 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
5 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
6 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
7 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
8 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
9 and without waiving said objections, Responding Party responds as follows:

10 The General Counsel of Loop Holdings, Inc.; Mr. Catino, who transferred those shares
11 that he received to six different accounts; Mr. Vroutsis.

12 **SPECIAL INTERROGATORY NO. 82 [ERRONEOUS NO. 3]:**

13 IDENTIFY any and all DOCUMENTS CONCERNING each and every alleged transfer of
14 First American Group, Inc.'s common stock that YOU allege in paragraph 44 of YOUR
15 COMPLAINT.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 82 [ERRONEOUS NO. 3]:**

17 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
18 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
19 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
20 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
21 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
22 and without waiving said objections, Responding Party responds as follows:

23 Responding Party has produced all non-privileged, responsive documents.

24 **SPECIAL INTERROGATORY NO. 83 [ERRONEOUS NO. 4]:**

25 IDENTIFY, in as much detail as possible, each and every fact supporting YOUR
26 contention that YOU relied on Daniel Solomita's alleged promise to provide YOU the option to
27 purchase 1,000,000 shares of First American Group, Inc.'s common stock, as alleged in
28 paragraphs 47 and 50 of YOUR COMPLAINT.

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1 **RESPONSE TO SPECIAL INTERROGATORY NO. 83 [ERRONEOUS NO. 4]:**

2 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
3 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
4 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
5 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
6 responds as follows:

7 Responding Party fulfilled his obligations under the oral contract entered into on
8 September 25, 2014 between Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan
9 Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
10 reverse merger involving First American and Holdings.

11 Responding Party engaged in over two hundred (200) phone calls with Defendant Daniel
12 Solomita on or around August 1, 2014 through around February 28, 2015. These phone calls
13 would run between approximately five minutes and one hour. Through these phone calls,
14 Responding Party advised Mr. Solomita on, and facilitated the reverse merger of, First American
15 and Holdings by reviewing their respective capital and corporate structures, identifying and
16 analyzing the reverse merger or other business combination transactions to be pursued and
17 corresponding SEC compliance, and identifying and analyzing the financing options available to
18 Holdings. Thereafter, Responding Party advised Mr. Solomita on the corporate vehicles by which
19 Holdings could become a publicly traded and owned entity. Furthermore, Responding Party and
20 Plaintiff Paul Cugno initiated several business relationships for Mr. Solomita, on behalf of
21 himself and the surviving entity of the reverse merger involving First American Group and
22 Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman
23 Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business
24 relationships with Donald Danks and Jonathan Destler.

25 **SPECIAL INTERROGATORY NO. 84 [ERRONEOUS NO. 5]:**

26 IDENTIFY, in as much detail as possible, each and every action that YOU took as a result
27 of YOUR alleged reliance on Daniel Solomita's alleged promise to provide YOU the option to
28 purchase 1,000,000 shares of First American Group, Inc.'s common stock.

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RESPONSE TO SPECIAL INTERROGATORY NO. 84 [ERRONEOUS NO. 5]:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party fulfilled his obligations under the oral contract entered into on September 25, 2014 between Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American and Holdings.

Responding Party engaged in over two hundred (200) phone calls with Defendant Daniel Solomita on or around August 1, 2014 through around February 28, 2015. These phone calls would run between approximately five minutes and one hour. Through these phone calls, Responding Party advised Mr. Solomita on, and facilitated the reverse merger of, First American and Holdings by reviewing their respective capital and corporate structures, identifying and analyzing the reverse merger or other business combination transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on the corporate vehicles by which Holdings could become a publicly traded and owned entity. Furthermore, Responding Party and Plaintiff Paul Cugno initiated several business relationships for Mr. Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American Group and Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business relationships with Donald Danks and Jonathan Destler.

SPECIAL INTERROGATORY NO. 85 [ERRONEOUS NO. 6]:

IDENTIFY, in as much detail as possible, each and every action that YOU chose not to take as a result of YOUR alleged reliance on Daniel Solomita's alleged promise to provide YOU the option to purchase 1,000,000 shares of First American Group, Inc.'s common stock.

RESPONSE TO SPECIAL INTERROGATORY NO. 85 [ERRONEOUS NO. 6]:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Subject to and without waiving said objections, Responding Party responds as follows:

None.

SPECIAL INTERROGATORY NO. 86 [ERRONEOUS NO. 7]:

IDENTIFY, in as much detail as possible, how YOUR alleged reliance on Daniel Solomita's alleged promise to provide YOU the option to purchase 1,000,000 shares of First American Group, Inc.'s common stock caused YOU to suffer damage and/or harm, as alleged in paragraph 50 of YOUR COMPLAINT.

RESPONSE TO SPECIAL INTERROGATORY NO. 86 [ERRONEOUS NO. 7]:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent that the Interrogatory seeks a legal conclusion. Subject to and without waiving said objections, Responding Party responds as follows:

Mr. Solomita transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff Paul Cugno, to himself and persons affiliated with him. Plaintiffs were never provided with the option to purchase shares of First American despite their willingness to complete a stock purchase agreement and deliver a check for \$8,000.

SPECIAL INTERROGATORY NO. 87 [ERRONEOUS NO. 8]:

IDENTIFY, in as much detail as possible, the specific injuries, damages and/or harm that YOU suffered as a result of Daniel Solomita's alleged refusal to perform under the alleged CONTRACT, as alleged in paragraphs 49 and 50 of YOUR COMPLAINT.

///

RESPONSE TO SPECIAL INTERROGATORY NO. 87 [ERRONEOUS NO. 8]:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent that the Interrogatory seeks a legal conclusion. Subject to and without waiving said objections, Responding Party responds as follows:

Mr. Solomita transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff Paul Cugno, to himself and persons affiliated with him. Plaintiffs were never provided with the option to purchase shares of First American despite their willingness to complete a stock purchase agreement and deliver a check for \$8,000.

SPECIAL INTERROGATORY NO. 88 [ERRONEOUS NO. 9]:

IDENTIFY any and all DOCUMENTS CONCERNING the specific injuries, damages and/or harm that YOU suffered as a result of Daniel Solomita's alleged refusal to perform under the alleged CONTRACT, as alleged in paragraphs 49 and 50 of YOUR COMPLAINT.

RESPONSE TO SPECIAL INTERROGATORY NO. 88 [ERRONEOUS NO. 9]:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent that the Interrogatory seeks a legal conclusion. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party has produced all non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 89 [ERRONEOUS NO. 10]:

IDENTIFY, in as much detail as possible, each and every fact supporting YOUR contention that Daniel Solomita "acted with malice, oppression, and fraud," as alleged in paragraph 51 of YOUR COMPLAINT.

///

RESPONSE TO SPECIAL INTERROGATORY NO. 89 [ERRONEOUS NO. 10]:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent that the Interrogatory seeks a legal conclusion. Responding Party further objects to this Interrogatory on the grounds and to the extent it seeks information equally available to Propounding Party. Subject to and without waiving said objections, Responding Party responds as follows:

On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American and Holdings, entered into an oral contract. As part of the oral contract, Mr. Solomita promised to grant Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler the option to purchase 1,000,000 free-trading shares of First American, at \$.008 per share. Mr. Solomita made this promise with the intent to induce Plaintiffs into providing certain services for him and his company, Loop Holdings, Inc. However, Mr. Solomita transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff Paul Cugno, to himself and persons affiliated with him. Plaintiffs were never provided with the option to purchase shares of First American despite their willingness to complete a stock purchase agreement and deliver a check for \$8,000.

SPECIAL INTERROGATORY NO. 90 [ERRONEOUS NO. 11]:

IDENTIFY, in as much detail as possible, each and every fact supporting YOUR contention that Daniel Solomita intended to injure YOU, as alleged in paragraph 51 of YOUR COMPLAINT.

RESPONSE TO SPECIAL INTERROGATORY NO. 90 [ERRONEOUS NO. 11]:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,

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1 and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent
2 that the Interrogatory seeks a legal conclusion. Responding Party further objects to this
3 Interrogatory on the grounds and to the extent it seeks information equally available to
4 Propounding Party. Subject to and without waiving said objections, Responding Party responds as
5 follows:

6 On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno, Donald
7 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
8 entity of the reverse merger involving First American and Holdings, entered into an oral contract.
9 As part of the oral contract, Mr. Solomita promised to grant Responding Party, Mr. Cugno, Mr.
10 Danks, and Mr. Destler the option to purchase 1,000,000 free-trading shares of First American, at
11 \$.008 per share. Mr. Solomita made this promise with the intent to induce Plaintiffs into
12 providing certain services for him and his company, Loop Holdings, Inc. However, Mr. Solomita
13 transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff
14 Paul Cugno, to himself and persons affiliated with him. Plaintiffs were never provided with the
15 option to purchase shares of First American despite their willingness to complete a stock purchase
16 agreement and deliver a check for \$8,000.

17 **SPECIAL INTERROGATORY NO. 91 [ERRONEOUS NO. 12]:**

18 IDENTIFY, in as much detail as possible, each and every fact supporting YOUR
19 contention that Daniel Solomita knowingly and willfully disregarded YOUR rights, as alleged in
20 paragraph 51 of YOUR COMPLAINT.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 91 [ERRONEOUS NO. 12]:**

22 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
23 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
24 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
25 and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent
26 that the Interrogatory seeks a legal conclusion. Responding Party further objects to this
27 Interrogatory on the grounds and to the extent it seeks information equally available to
28 Propounding Party. Subject to and without waiving said objections, Responding Party responds as

1 follows:

2 On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno, Donald
3 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
4 entity of the reverse merger involving First American and Holdings, entered into an oral contract.
5 As part of the oral contract, Mr. Solomita promised to grant Responding Party, Mr. Cugno, Mr.
6 Danks, and Mr. Destler the option to purchase 1,000,000 free-trading shares of First American, at
7 \$.008 per share. Mr. Solomita made this promise with the intent to induce Plaintiffs into
8 providing certain services for him and his company, Loop Holdings, Inc. However, Mr. Solomita
9 transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff
10 Paul Cugno, to himself and persons affiliated with him. Plaintiffs were never provided with the
11 option to purchase shares of First American despite their willingness to complete a stock purchase
12 agreement and deliver a check for \$8,000.

13 **SPECIAL INTERROGATORY NO. 92 [ERRONEOUS NO. 13]:**

14 IDENTIFY, in as much detail as possible, each and every one of YOUR specific rights
15 that YOU allege Daniel Solomita knowingly and willfully disregarded in paragraph 51 of YOUR
16 COMPLAINT.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 92 [ERRONEOUS NO. 13]:**

18 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
19 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
20 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
21 and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent
22 that the Interrogatory seeks a legal conclusion. Subject to and without waiving said objections,
23 Responding Party responds as follows:

24 On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno, Donald
25 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
26 entity of the reverse merger involving First American and Holdings, entered into an oral contract.
27 As part of the oral contract, Mr. Solomita promised to grant Responding Party, Mr. Cugno, Mr.
28 Danks, and Mr. Destler the option to purchase 1,000,000 free-trading shares of First American, at

1 \$.008 per share. Mr. Solomita made this promise with the intent to induce Plaintiffs into
2 providing certain services for him and his company, Loop Holdings, Inc. However, Mr. Solomita
3 transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff
4 Paul Cugno, to himself and persons affiliated with him. Plaintiffs were never provided with the
5 option to purchase shares of First American despite their willingness to complete a stock purchase
6 agreement and deliver a check for \$8,000.

7 **SPECIAL INTERROGATORY NO. 93 [ERRONEOUS NO. 14]:**

8 IDENTIFY, in as much detail as possible, each and every fact supporting YOUR
9 contention that Daniel Solomita's alleged conduct constituted "wanton dishonesty," as alleged in
10 paragraph 52 of YOUR COMPLAINT.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 93 [ERRONEOUS NO. 14]:**

12 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
13 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
14 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
15 and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent
16 that the Interrogatory seeks a legal conclusion. Subject to and without waiving said objections,
17 Responding Party responds as follows:

18 On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno, Donald
19 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
20 entity of the reverse merger involving First American and Holdings, entered into an oral contract.
21 As part of the oral contract, Mr. Solomita promised to grant Responding Party, Mr. Cugno, Mr.
22 Danks, and Mr. Destler the option to purchase 1,000,000 free-trading shares of First American, at
23 \$.008 per share. Mr. Solomita made this promise with the intent to induce Plaintiffs into
24 providing certain services for him and his company, Loop Holdings, Inc. However, Mr. Solomita
25 transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff
26 Paul Cugno, to himself and persons affiliated with him.

27 ///

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1 Plaintiffs were never provided with the option to purchase shares of First American despite their
2 willingness to complete a stock purchase agreement and deliver a check for \$8,000.
3

4 Dated: February 26, 2018

BAKER & HOSTETLER LLP

5
6 By: 

Michael R. Matthias

Jihee Ahn

F. Lucas Paule

7
8 *Attorneys for Plaintiffs*

9 HENRY LORIN and PAUL CUGNO
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VERIFICATION TO FOLLOW

06/02/2018

1 **PROOF OF SERVICE**

2 *Henry Lorin, et al. v. Daniel Solomita's, et al.*
3 [LASC Case No. BC648640]

4 I, Priscilla Markus, declare:

5 I am employed in Los Angeles County, California. I am over the age of eighteen years
6 and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard,
7 Suite 1400, Los Angeles, CA 90025-0509. On February 26, 2018, I served a copy of the within
8 document(s):

9 **PLAINTIFF HENRY LORIN'S RESPONSES TO DEFENDANT DANIEL SOLOMITA'S**
10 **SPECIAL INTERROGATORIES, SET TWO**

11 ☒ **VIA U.S. MAIL.** by placing the document(s) listed above in a sealed envelope with postage
12 thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth
13 below. I am readily familiar with the firm's practice of collection and processing
14 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
15 Service on that same day with postage thereon fully prepaid in the ordinary course of
16 business. I am aware that on motion of the party served, service is presumed invalid if postal
17 cancellation date or postage meter date is more than one day after date of deposit for mailing
18 in affidavit.

19 Aalok Sharma
20 Mark E. Gustafson
21 **WHITE & CASTLE LLP**
22 555 S. Flower St., Suite 2700
23 Los Angeles, CA 90071-2433
24 Tel: 213.620.7700
25 Fax: 213.452.2329
26 Email: asharma@whitecase.com:
27 mgustafson@whitecase.com

Attorneys for Defendants
LOOP INDUSTRIES, INC.; LOOP HOLDINGS,
INC.; and DANIEL SOLOMITA

28 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed on February 26, 2018 at Los Angeles, California.


Priscilla Markus

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

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VERIFICATION

Henry Lorin, et al. v. Daniel Solomita's, et al.
[LASC, Case No. BC648640]


I, Henry Lorin, declare:

I am a party to this action.

I have read the foregoing **PLAINTIFF HENRY LORIN'S RESPONSES TO
DEFENDANT DANIEL SOLOMITA'S SPECIAL INTERROGATORIES, SET TWO** (the
"Responses") and know the contents thereof. I am informed and believe and thereon allege that
the contents of the Responses are true.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed this 27th day of February, 2018 at Amagansett, New York.



Henry Lorin

06/02/2018

1 Michael R. Matthias, SBN 57728
Jihee Ahn, SBN 292659
2 F. Lucas Paule, SBN 313282
BAKER & HOSTETLER LLP
3 11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025-0509
4 Telephone: 310.820.8800
Facsimile: 310.820.8859
5 Emails: mmatthias@bakerlaw.com
jahn@bakerlaw.com
6 fpaule@bakerlaw.com

7 *Attorneys for Plaintiffs*
HENRY LORIN and PAUL M. CUGNO
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**
11

12 HENRY LORIN, an individual; and PAUL M.
13 CUGNO, an individual,

14 Plaintiffs,

15 v.

16 LOOP INDUSTRIES, INC., a Nevada
corporation, LOOP HOLDINGS, INC., a
17 Nevada corporation, and DANIEL
SOLOMITA, an individual,

18 Defendants.
19

Case No.: BC648640

[Honorable Gregory W. Alarcon, Dept. 36]

**PLAINTIFF PAUL M. CUGNO'S
RESPONSES TO DEFENDANT LOOP
INDUSTRIES INC.'S FORM
INTERROGATORIES, SET ONE**

Date Action Filed: January 27, 2017
FAC Filed: February 7, 2017
Trial Date: June 20, 2018

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1 **PROPOUNDING PARTY:** **Defendant LOOP INDUSTRIES, INC.**

2 **RESPONDING PARTY:** **Plaintiff PAUL M. CUGNO**

3 **SET NUMBER:** **ONE**

4 **PRELIMINARY STATEMENT**

5 Pursuant to Code of Civil Procedure § 2030.210, *et seq.*, Plaintiff Paul M. Cugno
6 (“Responding Party”) hereby responds to Defendant Loop Industries, Inc.’s (“Propounding
7 Party”) Form Interrogatories (“Interrogatories,” and each, an “Interrogatory”).

8 Responding Party’s responses and objections fairly represent his position at this stage of
9 the litigation and are based upon the current state of discovery and investigation. Responding
10 Party’s responses to the Interrogatories are made in a good faith effort to supply the factual
11 information requested and are as complete and accurate as present knowledge, information, and
12 belief allow. Discovery, investigation, and trial preparation are continuing. It is anticipated that
13 further discovery, legal research, and analysis will supply additional facts, add meaning to known
14 facts, as well as establishing entirely new factual and legal conclusions, all of which may lead to
15 substantial additions to, changes in and variations from the facts set forth in these responses.
16 Responding Party expressly reserves the right to amend, modify, supplement, clarify or further
17 explain these responses and objections at any time before the trial of this action. By so reserving
18 this right, Responding Party does not assume any obligations to supplement these responses.
19 Except for explicit facts admitted herein, no incidental or implied admission is intended thereby.
20 The fact that Responding Party has answered or objected to any Interrogatory or part thereof
21 should not be taken as an admission that Responding Party accepts or admits the existence of any
22 facts set forth or assumed by such Interrogatories. The fact that Responding Party has answered
23 part or all of any Interrogatory is not intended and shall not be construed as a waiver by
24 Responding Party of all or any part of any objection to that request. Nothing contained herein
25 shall be construed as an admission relevant to the existence or nonexistence of any fact. By
26 responding to any particular Interrogatory, Responding Party does not waive his right to seek
27 appropriate orders from the Court protecting documents and information relating to the subject
28 matter of the Interrogatory.

GENERAL OBJECTIONS

Responding Party objects to each Interrogatory on the following grounds:

1. Responding Party objects to each of the Interrogatories to the extent that it, or any of them, purports to seek disclosure of information that is not confined to the relevant issues in this case, is beyond the scope of the pleadings, is irrelevant to the subject matter of this action, or is not reasonably calculated to lead to discovery of admissible evidence.

2. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is overbroad, unduly burdensome, oppressive, beyond the date of the commencement of this action or otherwise not properly limited to the relevant time period governing this action.

3. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is vague, ambiguous, unintelligible or unclear; Responding Party reserves the right to assert specific objections in the event the Interrogatories are clarified.

4. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, seeks disclosure of information that (1) is protected by the attorney-client privilege, (2) constitutes attorney work product, (3) was prepared in anticipation of litigation, or (4) is otherwise privileged or exempt from disclosure. Responding Party therefore construes each Interrogatory as seeking only such information as is not subject to the protection of these privileges. Any inadvertent identification or production of such documents or information shall not result in a waiver of these privileges.

5. Responding Party objects to each of these Interrogatories on the grounds and to the extent that it, or any of them, purports to seek disclosure of information that is confidential, is proprietary, constitutes trade secrets, and/or is protected by the right of privacy guaranteed by applicable state and federal law, the California Constitution, and the United States Constitution. Such information will only be produced pursuant to a protective order entered by the Court.

Responding Party reserves all objections or other questions as to competency, relevance, materiality, propriety, privilege, or admissibility and any other objection that would require the exclusion of any of the information provided herein at trial, or at any hearing or other proceeding

1 in this matter. Each of the foregoing objections is incorporated into Responding Party's response
2 to each Interrogatory set forth below.

3 **RESPONSES TO FORM INTERROGATORIES**

4 **INTERROGATORY NO. 1.1:**

5 State the name, **ADDRESS**, telephone number, and relationship to you of each **PERSON**
6 who prepared or assisted in the preparation of the responses to these interrogatories. (*Do not*
7 *identify anyone who simply typed or reproduced the responses.*)

8 **RESPONSE TO INTERROGATORY NO. 1.1:**

9 Michael R. Matthias, Esq., Jihee Ahn, Esq., F. Lucas Paule, Esq., Baker & Hostetler LLP,
10 11601 Wilshire Blvd., Suite 1400, Los Angeles, CA 90025; (310) 820-8800.

11 **INTERROGATORY NO. 2.1:**

12 State:

- 13 (a) your name;
14 (b) every name you have used in the past; and
15 (c) the dates you used each name.

16 **RESPONSE TO INTERROGATORY NO. 2.1:**

- 17 (a) Paul Cugno;
18 (b) Paul Cugno;
19 (c) Not applicable.

20 **INTERROGATORY NO. 2.2:**

21 State the date and place of your birth.

22 **RESPONSE TO INTERROGATORY NO. 2.2:**

23 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
24 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
25 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
26 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
27 grounds and to the extent that it seeks information containing confidential, private, and/or
28 sensitive information protected from disclosure by Responding Party's right to privacy.

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1 **INTERROGATORY NO. 2.3:**

2 At the time of the **INCIDENT**, did you have a driver's license? If so, state:

- 3 (a) the state or other issuing entity;
4 (b) the license number and type;
5 (c) the date of issuance; and
6 (d) all restrictions.

7 **RESPONSE TO INTERROGATORY NO. 2.3:**

8 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
9 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
10 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
11 and oppress Responding Party. Responding Party objects to this Interrogatory on the grounds
12 that it is vague and ambiguous in its use of the term "INCIDENT." Responding Party further
13 objects to this Interrogatory on the grounds and to the extent that it seeks information containing
14 confidential, private, and/or sensitive information protected from disclosure by Responding
15 Party's right to privacy.

16 **INTERROGATORY NO. 2.4:**

17 At the time of the **INCIDENT**, did you have any other permit or license for the operation
18 of a motor vehicle? If so, state:

- 19 (a) the state or other issuing entity;
20 (b) the license number and type;
21 (c) the date of issuance; and
22 (d) all restrictions.

23 **RESPONSE TO INTERROGATORY NO. 2.4:**

24 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
25 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
26 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
27 and oppress Responding Party. Responding Party objects to this Interrogatory on the grounds
28 that it is vague and ambiguous in its use of the term "INCIDENT." Responding Party further

1 objects to this Interrogatory on the grounds and to the extent that it seeks information containing
2 confidential, private, and/or sensitive information protected from disclosure by Responding
3 Party's right to privacy.

4 **INTERROGATORY NO. 2.5:**

5 State:

- 6 (a) your present residence **ADDRESS**;
7 (b) your residence **ADDRESSES** for the past five years; and
8 (c) the dates you lived at each **ADDRESS**.

9 **RESPONSE TO INTERROGATORY NO. 2.5:**

10 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
11 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
12 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
13 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
14 grounds and to the extent that it seeks information containing confidential, private, and/or
15 sensitive information protected from disclosure by Responding Party's right to privacy.

16 **INTERROGATORY NO. 2.6:**

17 State:

- 18 (a) the name, **ADDRESS**, and telephone number of your present employer or place of
19 self-employment; and
20 (b) the name, **ADDRESS**, dates of employment, job title, and nature of work for each
21 employer or self-employment you have had from five years before the **INCIDENT** until today.

22 **RESPONSE TO INTERROGATORY NO. 2.6:**

23 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
24 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
25 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
26 and oppress Responding Party. Responding Party objects to this Interrogatory on the grounds
27 that it is vague and ambiguous in its use of the term "INCIDENT." Responding Party further
28 objects to this Interrogatory on the grounds and to the extent that it seeks information containing

1 confidential, private, and/or sensitive information protected from disclosure by Responding
2 Party's right to privacy.

3 **INTERROGATORY NO. 2.7:**

4 State:

- 5 (a) the name and **ADDRESS** of each school or other academic or vocational
6 institution you have attended, beginning with high school;
7 (b) the dates you attended;
8 (c) the highest grade level you have completed; and
9 (d) the degrees received.

10 **RESPONSE TO INTERROGATORY NO. 2.7:**

11 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
12 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
13 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
14 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
15 grounds and to the extent that it seeks information containing confidential, private, and/or
16 sensitive information protected from disclosure by Responding Party's right to privacy.

17 **INTERROGATORY NO. 2.8:**

18 Have you ever been convicted of a felony? If so, for each conviction state:

- 19 (a) the city and state where you were convicted;
20 (b) the date of conviction;
21 (c) the offense; and
22 (d) the court and case number.

23 **RESPONSE TO INTERROGATORY NO. 2.8:**

24 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
25 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
26 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
27 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
28 grounds and to the extent that it seeks information containing confidential, private, and/or

1 sensitive information protected from disclosure by Responding Party's right to privacy. Subject to
2 and without waiving said objection, Responding Party responds as follows:

3 No.

4 **INTERROGATORY NO. 2.9:**

5 Can you speak English with ease? If not, what language and dialect do you normally use?

6 **RESPONSE TO INTERROGATORY NO. 2.9:**

7 Yes.

8 **INTERROGATORY NO. 2.10:**

9 Can you read and write English with ease? If not, what language and dialect do you
10 normally use?

11 **RESPONSE TO INTERROGATORY NO. 2.10:**

12 Yes.

13 **INTERROGATORY NO. 2.11:**

14 At the time of the **INCIDENT** were you acting as an agent or employee for any
15 **PERSON**? If so, state:

16 (a) the name, **ADDRESS**, and telephone number of that **PERSON**; and

17 (b) a description of your duties.

18 **RESPONSE TO INTERROGATORY NO. 2.11:**

19 Responding Party objects to this Interrogatory on the grounds that it is vague and
20 ambiguous in its use of the term "INCIDENT." Subject to and without waiving said objection,
21 Responding Party responds as follows:

22 No.

23 **INTERROGATORY NO. 2.12:**

24 At the time of the **INCIDENT** did you or any other person have any physical, emotional,
25 or mental disability or condition that may have contributed to the occurrence of the **INCIDENT**?
26 If so, for each person state:

27 (a) the name, **ADDRESS**, and telephone number;

28 (b) the nature of the disability or condition; and

(c) the manner in which the disability or condition contributed to the occurrence of the
INCIDENT.

RESPONSE TO INTERROGATORY NO. 2.12:

Responding Party objects to this Interrogatory on the grounds that it is vague and
ambiguous in its use of the term "INCIDENT." Subject to and without waiving said objection,
Responding Party responds as follows:

No.

INTERROGATORY NO. 2.13:

Within 24 hours before the **INCIDENT** did you or any person involved in the
INCIDENT use or take any of the following substances: alcoholic beverage, marijuana, or other
drug or medication of any kind (prescription or not)? If so, for each person state:

- (a) the name, **ADDRESS**, and telephone number;
- (b) the nature or description of each substance;
- (c) the quantity of each substance used or taken;
- (d) the date and time of day when each substance was used or taken;
- (e) the **ADDRESS** where each substance was used or taken;
- (f) the name, **ADDRESS**, and telephone number of each person who was present
when each substance was used or taken; and
- (g) the name, **ADDRESS**, and telephone number of any **HEALTH CARE
PROVIDER** who prescribed or furnished the substance and the condition for which it was
prescribed or furnished.

RESPONSE TO INTERROGATORY NO. 2.13:

Responding Party objects to this Interrogatory on the grounds that it is vague and
ambiguous in its use of the term "INCIDENT." Subject to and without waiving said objection,
Responding Party responds as follows:

Upon information and belief, no.

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1 **INTERROGATORY NO. 6.1:**

2 Do you attribute any physical, mental, or emotional injuries to the **INCIDENT**? *(If your*
3 *answer is "no," do not answer interrogatories 6.2 through 6.7).*

4 **RESPONSE TO INTERROGATORY NO. 6.1:**

5 Responding Party objects to this Interrogatory on the grounds that it is vague and
6 ambiguous in its use of the term "INCIDENT." Subject to and without waiving said objection,
7 Responding Party responds as follows:

8 No.

9 **INTERROGATORY NO. 6.2:**

10 Identify each injury you attribute to the **INCIDENT** and the area of your body affected.

11 **RESPONSE TO INTERROGATORY NO. 6.2:**

12 Not applicable.

13 **INTERROGATORY NO. 6.3:**

14 Do you still have any complaints that you attribute to the **INCIDENT**? If so, for each
15 complaint state:

- 16 (a) a description;
17 (b) whether the complaint is subsiding, remaining the same, or becoming worse; and
18 (c) the frequency and duration.

19 **RESPONSE TO INTERROGATORY NO. 6.3:**

20 Not applicable.

21 **INTERROGATORY NO. 6.4:**

22 Did you receive any consultation or examination (except from expert witnesses covered
23 by Code of Civil Procedure, sections 2034.210-2034.310) or treatment from a **HEALTH CARE**
24 **PROVIDER** for any injury you attribute to the **INCIDENT**? If so, for each **HEALTH CARE**
25 **PROVIDER** state:

- 26 (a) the name, **ADDRESS**, and telephone number;
27 (b) the type of consultation, examination, or treatment provided;
28 (c) the dates you received consultation, examination, or treatment; and

1 (d) the charges to date.

2 **RESPONSE TO INTERROGATORY NO. 6.4:**

3 Not applicable.

4 **INTERROGATORY NO. 6.5:**

5 Have you taken any medication, prescribed or not, as a result of injuries that you attribute
6 to the **INCIDENT**? If so, for each medication state:

7 (a) the name;

8 (b) the **PERSON** who prescribed or furnished it;

9 (c) the date it was prescribed or furnished;

10 (d) the dates you began and stopped taking it; and

11 (e) the cost to date.

12 **RESPONSE TO INTERROGATORY NO. 6.5:**

13 Not applicable.

14 **INTERROGATORY NO. 6.6:**

15 Are there any other medical services necessitated by the injuries that you attribute to the
16 **INCIDENT** that were not previously listed (for example, ambulance, nursing, prosthetics)? If so,
17 for each service state:

18 (a) the nature;

19 (b) the date;

20 (c) the cost; and

21 (d) the name, **ADDRESS**, and telephone number of each provider.

22 **RESPONSE TO INTERROGATORY NO. 6.6:**

23 Not applicable.

24 **INTERROGATORY NO. 6.7:**

25 Has any **HEALTH CARE PROVIDER** advised that you may require future or additional
26 treatment for any injuries that you attribute to the **INCIDENT**? If so, for each injury state:

27 (a) the name and **ADDRESS** of each **HEALTH CARE PROVIDER**;

28 (b) the complaints for which the treatment was advised; and

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1 (c) the nature, duration, and estimated cost of the treatment.

2 **RESPONSE TO INTERROGATORY NO. 6.7:**

3 Not applicable.

4 **INTERROGATORY NO. 7.1:**

5 Do you attribute any loss of or damage to a vehicle or other property to the **INCIDENT**?

6 If so, for each item of property:

7 (a) describe the property;

8 (b) describe the nature and location of the damage to the property;

9 (c) state the amount of damage you are claiming for each item of property and how

10 the amount was calculated; and

11 (d) if the property was sold, state the name, **ADDRESS**, and telephone number of the
12 seller, the date of sale, and the sale price.

13 **RESPONSE TO INTERROGATORY NO. 7.1:**

14 Responding Party objects to this Interrogatory on the grounds that it is vague and
15 ambiguous in its use of the term "INCIDENT." Subject to and without waiving said objection,
16 Responding Party responds as follows:

17 No.

18 **INTERROGATORY NO. 7.2:**

19 Has a written estimate or evaluation been made for any item of property referred to in
20 your answer to the preceding interrogatory? If so, for each estimate or evaluation state:

21 (a) the name, **ADDRESS**, and telephone number of the **PERSON** who prepared it and
22 the date prepared;

23 (b) the name, **ADDRESS**, and telephone number of each **PERSON** who has a copy of
24 it; and

25 (c) the amount of damage stated.

26 **RESPONSE TO INTERROGATORY NO. 7.2:**

27 Not applicable.

28 ///

1 **INTERROGATORY NO. 7.3:**

2 Has any item of property referred to in your answer to interrogatory 7.1 been repaired? If
3 so, for each item state:

- 4 (a) the date repaired;
5 (b) a description of the repair;
6 (c) the repair cost;
7 (d) the name, ADDRESS, and telephone number of the PERSON who repaired it;
8 (e) the name, ADDRESS, and telephone number of the PERSON who paid for the
9 repair.

10 **RESPONSE TO INTERROGATORY NO. 7.3:**

11 Not applicable.

12 **INTERROGATORY NO. 8.1:**

13 Do you attribute any loss of income or earning capacity to the INCIDENT? *(If your*
14 *answer is "no," do not answer interrogatories 8.2 through 8.8).*

15 **RESPONSE TO INTERROGATORY NO. 8.1:**

16 Responding Party objects to this Interrogatory on the grounds that it is vague and
17 ambiguous in its use of the term "INCIDENT." Subject to and without waiving said objection,
18 Responding Party responds as follows:

19 No.

20 **INTERROGATORY NO. 8.2:**

21 State:

- 22 (a) the nature of your work;
23 (b) your job title at the time of the INCIDENT; and
24 (c) the date your employment began.

25 **RESPONSE TO INTERROGATORY NO. 8.2:**

26 Not applicable.

27 **INTERROGATORY NO. 8.3:**

28 State the last date before the INCIDENT that you worked for compensation.

1 **RESPONSE TO INTERROGATORY NO. 8.3:**

2 Not applicable.

3 **INTERROGATORY NO. 8.4:**

4 State your monthly income at the time of the **INCIDENT** and how the amount was
5 calculated.

6 **RESPONSE TO INTERROGATORY NO. 8.4:**

7 Not applicable.

8 **INTERROGATORY NO. 8.5:**

9 State the date you returned to work at each place of employment following the
10 **INCIDENT**.

11 **RESPONSE TO INTERROGATORY NO. 8.5:**

12 Not applicable.

13 **INTERROGATORY NO. 8.6:**

14 State the dates you did not work and for which you lost income as a result of the
15 **INCIDENT**.

16 **RESPONSE TO INTERROGATORY NO. 8.6:**

17 Not applicable.

18 **INTERROGATORY NO. 8.7:**

19 State the total income you have lost to date as a result of the **INCIDENT** and how the
20 amount was calculated.

21 **RESPONSE TO INTERROGATORY NO. 8.7:**

22 Not applicable.

23 **INTERROGATORY NO. 8.8:**

24 Will you lose income in the future as a result of the **INCIDENT**? If so, state:

- 25 (a) the facts upon which you base this contention;
26 (b) an estimate of the amount;
27 (c) an estimate of how long you will be unable to work; and
28 (d) how the claim for future income is calculated.

1 **RESPONSE TO INTERROGATORY NO. 8.8:**

2 Not applicable.

3 **INTERROGATORY NO. 9.1:**

4 Are there any other damages that you attribute to the **INCIDENT**? If so, for each item of
5 damage state:

- 6 (a) the nature;
7 (b) the date it occurred;
8 (c) the amount; and
9 (d) the name, **ADDRESS**, and telephone number of each **PERSON** to whom an

10 obligation was incurred.

11 **RESPONSE TO INTERROGATORY NO. 9.1:**

12 Responding Party objects to this Interrogatory on the grounds that it is vague and
13 ambiguous in its use of the term "INCIDENT." Subject to and without waiving said objection,
14 Responding Party responds as follows:

15 Yes.

16 (a) The option to purchase 1,000,000 free-trading shares of First American Group,
17 Inc. and Defendant Loop Holdings, Inc., at \$.008 per share;

18 (b) On or around February 5, 2015;

19 (c) The option to purchase 1,000,000 free-trading shares of First American Group,
20 Inc. and Defendant Loop Holdings, Inc., at \$.008 per share;

21 (d) Responding Party.

22 **INTERROGATORY NO. 9.2:**

23 Do any **DOCUMENTS** support the existence or amount of any item of damages claimed
24 in interrogatory 9.1? If so, describe each document and state the name, **ADDRESS**, and
25 telephone number of the **PERSON** who has each **DOCUMENT**.

26 **RESPONSE TO INTERROGATORY NO. 9.2:**

27 Responding Party will produce non-privileged, responsive documents.

28 ///

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1 **INTERROGATORY NO. 12.1:**

2 State the name, **ADDRESS**, and telephone number of each individual:

3 (a) who witnessed the **INCIDENT** or the events occurring immediately before or after
4 the **INCIDENT**;

5 (b) who made any statement at the scene of the **INCIDENT**;

6 (c) who heard any statements made about the **INCIDENT** by any individual at the
7 scene; and

8 (d) who **YOU OR ANYONE ACTING ON YOUR BEHALF** claim has knowledge
9 of the **INCIDENT** (except for expert witnesses covered by Code of Civil Procedure
10 section 2034).

11 **RESPONSE TO INTERROGATORY NO. 12.1:**

12 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
13 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
14 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
15 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
16 grounds that it is vague and ambiguous in its use of the term "INCIDENT." Responding Party
17 further objects to this Interrogatory on the grounds and to the extent that it seeks information
18 regarding confidential, private, and/or sensitive information protected from disclosure by
19 Responding Party and/or third-parties' rights to privacy. Subject to and without waiving said
20 objection, Responding Party responds as follows:

21 (a)-(d) Responding Party, Plaintiff Henry Lorin, Defendant Daniel Solomita, Donald
22 Danks, Jonathan Destler.

23 **INTERROGATORY NO. 12.2:**

24 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** interviewed any individual
25 concerning the **INCIDENT**? If so, for each individual state:

26 (a) the name, **ADDRESS**, and telephone number of the individual interviewed;

27 (b) the date of the interview; and

28 (c) the name, **ADDRESS**, and telephone number of the **PERSON** who conducted the

1 interview.

2 **RESPONSE TO INTERROGATORY NO. 12.2:**

3 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
4 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
5 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
6 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
7 grounds that it is vague and ambiguous in its use of the term "INCIDENT." Responding Party
8 further objects to this Interrogatory on the grounds and to the extent that it seeks information
9 regarding confidential, private, and/or sensitive information protected from disclosure by
10 Responding Party and/or third-parties' rights to privacy. Responding Party further objects to this
11 Interrogatory on the grounds and to the extent that it seeks information protected from disclosure
12 by the attorney-client privilege and/or attorney work product doctrine. Subject to and without
13 waiving said objection, Responding Party responds as follows:

14 No.

15 **INTERROGATORY NO. 12.3:**

16 Have YOU OR ANYONE ACTING ON YOUR BEHALF obtained a written or
17 recorded statement from any individual concerning the INCIDENT? If so, for each statement
18 state:

19 (a) the name, ADDRESS, and telephone number of the individual from whom the
20 statement was obtained;

21 (b) the name, ADDRESS, and telephone number of the individual who obtained the
22 statement;

23 (c) the date the statement was obtained; and

24 (d) the name, ADDRESS, and telephone number of each PERSON who has the
25 original statement or a copy.

26 **RESPONSE TO INTERROGATORY NO. 12.3:**

27 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
28 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the

1 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
2 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
3 grounds that it is vague and ambiguous in its use of the term "INCIDENT." Responding Party
4 further objects to this Interrogatory on the grounds and to the extent that it seeks information
5 regarding confidential, private, and/or sensitive information protected from disclosure by
6 Responding Party and/or third-parties' rights to privacy. Responding Party further objects to this
7 Interrogatory on the grounds and to the extent that it seeks information protected from disclosure
8 by the attorney-client privilege and/or attorney work product doctrine. Subject to and without
9 waiving said objection, Responding Party responds as follows:

10 No.

11 **INTERROGATORY NO. 12.4:**

12 Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any photographs,
13 films, or videotapes depicting any place, object, or individual concerning the INCIDENT or
14 plaintiff's injuries? If so, state:

- 15 (a) the number of photographs or feet of film or videotape;
16 (b) the places, objects, or persons photographed, filmed, or videotaped;
17 (c) the date the photographs, films, or videotapes were taken;
18 (d) the name, ADDRESS, and telephone number of the individual taking the
19 photographs, films, or videotapes; and
20 (e) the name, ADDRESS, and telephone number of each PERSON who has the
21 original or a copy of the photographs, films, or videotapes.

22 **RESPONSE TO INTERROGATORY NO. 12.4:**

23 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
24 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
25 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
26 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
27 grounds that it is vague and ambiguous in its use of the term "INCIDENT." Responding Party
28 further objects to this Interrogatory on the grounds and to the extent that it seeks information

1 regarding confidential, private, and/or sensitive information protected from disclosure by
2 Responding Party and/or third-parties' rights to privacy. Responding Party further objects to this
3 Interrogatory on the grounds and to the extent that it seeks information protected from disclosure
4 by the attorney-client privilege and/or attorney work product doctrine. Subject to and without
5 waiving said objection, Responding Party responds as follows:

6 No.

7 **INTERROGATORY NO. 12.5:**

8 Do YOU OR ANYONE ACTING ON YOUR BEHALF know of any diagram,
9 reproduction, or model of any place or thing (except for items developed by expert witnesses
10 covered by Code of Civil Procedure sections 2034.210-2034.310) concerning the INCIDENT?
11 If so, for each item state:

- 12 (a) the type (i.e., diagram, reproduction, or model);
13 (b) the subject matter; and
14 (c) the name, ADDRESS, and telephone number of each PERSON who has it.

15 **RESPONSE TO INTERROGATORY NO. 12.5:**

16 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
17 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
18 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
19 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
20 grounds that it is vague and ambiguous in its use of the term "INCIDENT." Responding Party
21 further objects to this Interrogatory on the grounds and to the extent that it seeks information
22 regarding confidential, private, and/or sensitive information protected from disclosure by
23 Responding Party and/or third-parties' rights to privacy. Responding Party further objects to this
24 Interrogatory on the grounds and to the extent that it seeks information protected from disclosure
25 by the attorney-client privilege and/or attorney work product doctrine. Subject to and without
26 waiving said objection, Responding Party responds as follows:

27 No.

28 ///

1 **INTERROGATORY NO. 12.6:**

2 Was a report made by any **PERSON** concerning the **INCIDENT**? If so, state:

3 (a) the name, title, identification number, and employer of the **PERSON** who made
4 the report;

5 (b) the date and type of report made;

6 (c) the name, **ADDRESS**, and telephone number of the **PERSON** for whom the
7 report was made; and

8 (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the
9 original or a copy of the report.

10 **RESPONSE TO INTERROGATORY NO. 12.6:**

11 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
12 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
13 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
14 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
15 grounds that it is vague and ambiguous in its use of the term "INCIDENT." Responding Party
16 further objects to this Interrogatory on the grounds and to the extent that it seeks information
17 regarding confidential, private, and/or sensitive information protected from disclosure by
18 Responding Party and/or third-parties' rights to privacy. Responding Party further objects to this
19 Interrogatory on the grounds and to the extent that it seeks information protected from disclosure
20 by the attorney-client privilege and/or attorney work product doctrine. Subject to and without
21 waiving said objection, Responding Party responds as follows:

22 Upon information and belief, no.

23 **INTERROGATORY NO. 12.7:**

24 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** inspected the scene of the
25 **INCIDENT**? If so, for each inspection state:

26 (a) the name, **ADDRESS**, and telephone number of the individual making the
27 inspection (except for expert witnesses covered by Code of Civil Procedure sections 2034.210-
28 2034.310); and

1 (b) the date of the inspection.

2 **RESPONSE TO INTERROGATORY NO. 12.7:**

3 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
4 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
5 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
6 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
7 grounds that it is vague and ambiguous in its use of the term "INCIDENT." Responding Party
8 further objects to this Interrogatory on the grounds and to the extent that it seeks information
9 regarding confidential, private, and/or sensitive information protected from disclosure by
10 Responding Party and/or third-parties' rights to privacy. Responding Party further objects to this
11 Interrogatory on the grounds and to the extent that it seeks information protected from disclosure
12 by the attorney-client privilege and/or attorney work product doctrine. Subject to and without
13 waiving said objection, Responding Party responds as follows:

14 No.

15 **INTERROGATORY NO. 13.1:**

16 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** conducted surveillance of
17 any individual involved in the **INCIDENT** or any party to this action? If so, for each
18 surveillance state:

19 (a) the name, **ADDRESS**, and telephone number of the individual or party;

20 (b) the time, date, and place of the surveillance;

21 (c) the name, **ADDRESS**, and telephone number of the individual who conducted the
22 surveillance; and

23 (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the
24 original or a copy of any surveillance photograph, film or videotape.

25 **RESPONSE TO INTERROGATORY NO. 13.1:**

26 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
27 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
28 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,

1 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
2 grounds that it is vague and ambiguous in its use of the term "INCIDENT." Responding Party
3 further objects to this Interrogatory on the grounds and to the extent that it seeks information
4 regarding confidential, private, and/or sensitive information protected from disclosure by
5 Responding Party and/or third-parties' rights to privacy. Responding Party further objects to this
6 Interrogatory on the grounds and to the extent that it seeks information protected from disclosure
7 by the attorney-client privilege and/or attorney work product doctrine. Subject to and without
8 waiving said objection, Responding Party responds as follows:

9 No.

10 **INTERROGATORY NO. 13.2:**

11 Has a written report been prepared on the surveillance? If so, for each written report state:

12 (a) the title;

13 (b) the date;

14 (c) the name, **ADDRESS**, and telephone number of the individual who prepared the
15 report; and

16 (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the
17 original or a copy.

18 **RESPONSE TO INTERROGATORY NO. 13.2:**

19 Not applicable.

20 **INTERROGATORY NO. 14.1:**

21 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** contend that any **PERSON**
22 involved in the **INCIDENT** violated any statute, ordinance, or regulation and that the violation
23 was a legal (proximate) cause of the **INCIDENT**? If so, identify the name, **ADDRESS**, and
24 telephone number of each **PERSON** and the statute, ordinance, or regulation that was violated.

25 **RESPONSE TO INTERROGATORY NO. 14.1:**

26 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
27 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
28 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,

1 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
2 grounds that it is vague and ambiguous in its use of the term "INCIDENT." Responding Party
3 further objects to this Interrogatory on the grounds and to the extent that it seeks information
4 regarding confidential, private, and/or sensitive information protected from disclosure by
5 Responding Party and/or third-parties' rights to privacy. Responding Party further objects to this
6 Interrogatory on the grounds and to the extent that it seeks information protected from disclosure
7 by the attorney-client privilege and/or attorney work product doctrine. Subject to and without
8 waiving said objection, Responding Party responds as follows:

9 Responding Party is presently unaware as to whether any statute, ordinance, or regulation
10 was violated, or whether such violation was a legal (proximate) cause of the Incident. Discovery
11 is continuing. Responding Party reserves his right to amend and/or supplement his response to
12 this Interrogatory at any time.

13 **INTERROGATORY NO. 14.2:**

14 Was any **PERSON** cited or charged with a violation of any statute, ordinance, or
15 regulation as a result of this **INCIDENT**? If so, for each **PERSON** state:

- 16 (a) the name, **ADDRESS**, and telephone number of the **PERSON**;
17 (b) the statute, ordinance, or regulation allegedly violated;
18 (c) whether the **PERSON** entered a plea in response to the citation or charge and, if
19 so, the plea entered; and
20 (d) the name and **ADDRESS** of the court or administrative agency, names of the
21 parties, and case number.

22 **RESPONSE TO INTERROGATORY NO. 14.2:**

23 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
24 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
25 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
26 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
27 grounds that it is vague and ambiguous in its use of the term "INCIDENT." Responding Party
28 further objects to this Interrogatory on the grounds and to the extent that it seeks information

1 regarding confidential, private, and/or sensitive information protected from disclosure by
2 Responding Party and/or third-parties' rights to privacy. Responding Party further objects to this
3 Interrogatory on the grounds and to the extent that it seeks information protected from disclosure
4 by the attorney-client privilege and/or attorney work product doctrine. Subject to and without
5 waiving said objection, Responding Party responds as follows:

6 Responding Party is presently unaware as to whether any Person was cited or charged
7 with a violation of any statute, ordinance, or regulation as a result of this Incident. Discovery is
8 continuing. Responding Party reserves his right to amend and/or supplement his response to this
9 Interrogatory at any time.

10 **INTERROGATORY NO. 17.1:**

11 Is your response to each request for admission served with these interrogatories an
12 unqualified admission? If not, for each response that is not an unqualified admission:

- 13 (a) state the number of the request;
14 (b) state all facts upon which you base your response;
15 (c) state the names, ADDRESSES, and telephone numbers of all PERSONS who have
16 knowledge of those facts; and
17 (d) identify all DOCUMENTS and other tangible things that support your response
18 and state the name, ADDRESS, and telephone number of the PERSON who has each
19 DOCUMENT or thing.

20 **RESPONSE TO INTERROGATORY NO. 17.1:**

21 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
22 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
23 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
24 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
25 grounds and to the extent that it seeks information regarding confidential, private, and/or sensitive
26 information protected from disclosure by Responding Party and/or third-parties' rights to privacy.
27 Responding Party further objects to this Interrogatory on the grounds and to the extent that it
28 seeks information protected from disclosure by the attorney-client privilege and/or attorney work

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- 1 product doctrine. Subject to and without waiving said objection, Responding Party responds as
2 follows:
- 3 (a) Request for Admission No. 1;
- 4 (b) Responding Party has been a financial and public relations consultant for over
5 twenty-five (25) years. His relevant experience includes, but is not limited to, developing
6 financial contracts and identifying potential investors for 10-20 public corporations;
- 7 (c) Responding Party;
- 8 (d) Responding Party will produce non-privileged, responsive documents.
- 9 (a) Request for Admission No. 2;
- 10 (b) Responding Party has been a financial and public relations consultant for over
11 twenty-five (25) years. His relevant experience includes, but is not limited to, developing
12 financial contracts and identifying potential investors for 10-20 public corporations;
- 13 (c) Responding Party;
- 14 (d) Responding Party will produce non-privileged, responsive documents.
- 15 (a) Request for Admission No. 3;
- 16 (b) Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
17 reverse merger involving First American Group, Inc. and Defendant Loop Holdings, Inc.,
18 requested an introduction to Responding Party by their mutual acquaintances, Joey Danna and
19 Claudio Vecchio, in early 2014.
- 20 (c) Responding Party, Joey Danna, Claudio Vecchio, and Defendant Daniel Solomita;
- 21 (d) None.
- 22 (a) Request for Admission No. 4;
- 23 (b) Mr. Lorin introduced himself as Henry Wolfgang Lorin to Defendant Daniel
24 Solomita at the in-person meeting in August 2014;
- 25 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
26 Defendant Daniel Solomita;
- 27 (d) None.
- 28 (a) Request for Admission No. 5;

1 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
2 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
3 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
4 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
5 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
6 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
7 of First American and Holdings; identifying the financing options available to Holdings to raise
8 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
9 which Holdings could become a publicly traded and owned entity; and advising on and
10 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
11 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
12 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
13 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
14 Mr. Destler promised to immediately begin performance of their respective obligations under the
15 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
16 trading shares of First American, at \$.008 per share;

17 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
18 Defendant Daniel Solomita;

19 (d) None.

20 (a) Request for Admission No. 6;

21 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
22 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
23 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
24 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
25 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
26 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
27 of First American and Holdings; identifying the financing options available to Holdings to raise
28 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by

1 which Holdings could become a publicly traded and owned entity; and advising on and
2 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
3 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
4 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
5 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
6 Mr. Destler promised to immediately begin performance of their respective obligations under the
7 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
8 trading shares of First American, at \$.008 per share;

9 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
10 Defendant Daniel Solomita;

11 (d) None.

12 (a) Request for Admission No. 7;

13 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
14 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
15 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
16 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
17 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
18 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
19 of First American and Holdings; identifying the financing options available to Holdings to raise
20 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
21 which Holdings could become a publicly traded and owned entity; and advising on and
22 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
23 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
24 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
25 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
26 Mr. Destler promised to immediately begin performance of their respective obligations under the
27 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
28 trading shares of First American, at \$.008 per share;

1 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
2 Defendant Daniel Solomita;

3 (d) None.

4 (a) Request for Admission No. 8;

5 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
6 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
7 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
8 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
9 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
10 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
11 of First American and Holdings; identifying the financing options available to Holdings to raise
12 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
13 which Holdings could become a publicly traded and owned entity; and advising on and
14 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
15 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
16 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
17 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
18 Mr. Destler promised to immediately begin performance of their respective obligations under the
19 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
20 trading shares of First American, at \$.008 per share;

21 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
22 Defendant Daniel Solomita;

23 (d) Responding Party will produce non-privileged, responsive documents.

24 (a) Request for Admission No. 9;

25 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
26 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
27 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
28 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:

1 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
2 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
3 of First American and Holdings; identifying the financing options available to Holdings to raise
4 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
5 which Holdings could become a publicly traded and owned entity; and advising on and
6 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
7 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
8 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
9 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
10 Mr. Destler promised to immediately begin performance of their respective obligations under the
11 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
12 trading shares of First American, at \$.008 per share;

13 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
14 Defendant Daniel Solomita;

15 (d) Responding Party will produce non-privileged, responsive documents.

16 (a) Request for Admission No. 10;

17 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
18 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
19 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
20 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
21 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
22 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
23 of First American and Holdings; identifying the financing options available to Holdings to raise
24 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
25 which Holdings could become a publicly traded and owned entity; and advising on and
26 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
27 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
28 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of

1 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
2 Mr. Destler promised to immediately begin performance of their respective obligations under the
3 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
4 trading shares of First American, at \$.008 per share;

5 (c) Responding Party, Plaintiff Paul Cugno, Donald Danks, Jonathan Destler, and
6 Defendant Daniel Solomita;

7 (d) Responding Party will produce non-privileged, responsive documents.

8 (a) Request for Admission No. 11;

9 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
10 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
11 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
12 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
13 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
14 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
15 of First American and Holdings; identifying the financing options available to Holdings to raise
16 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
17 which Holdings could become a publicly traded and owned entity; and advising on and
18 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
19 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
20 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
21 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
22 Mr. Destler promised to immediately begin performance of their respective obligations under the
23 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
24 trading shares of First American, at \$.008 per share;

25 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
26 Defendant Daniel Solomita;

27 (d) Responding Party will produce non-privileged, responsive documents.

28 (a) Request for Admission No. 12;

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1 (b) Responding Party advised Defendant Daniel Solomita on, and facilitated the
2 reverse merger of, First American and Holdings by reviewing their respective capital and
3 corporate structures, identifying and analyzing the reverse merger or other business combination
4 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
5 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
6 the corporate vehicles by which Holdings could become a publicly traded and owned entity and
7 helped him raise capital. Furthermore, Responding Party initiated several business relationships
8 for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
9 merger involving First American Group and Holdings, which includes, but is not limited to,
10 Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob
11 Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business relationships with
12 Donald Danks and Jonathan Destler.

13 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
14 Defendant Daniel Solomita;

15 (d) Responding Party will produce non-privileged, responsive documents.

16 (a) Request for Admission No. 13;

17 (b) Responding Party advised Defendant Daniel Solomita on, and facilitated the
18 reverse merger of, First American and Holdings by reviewing their respective capital and
19 corporate structures, identifying and analyzing the reverse merger or other business combination
20 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
21 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
22 the corporate vehicles by which Holdings could become a publicly traded and owned entity and
23 helped him raise capital. Furthermore, Responding Party initiated several business relationships
24 for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
25 merger involving First American Group and Holdings, which includes, but is not limited to,
26 Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob
27 Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business relationships with
28 Donald Danks and Jonathan Destler.

1 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
2 Defendant Daniel Solomita;

3 (d) Responding Party will produce non-privileged, responsive documents.

4 (a) Request for Admission No. 14;

5 (b) Responding Party initiated several business relationships for Defendant Daniel
6 Solomita, on behalf of himself and the surviving entity of the reverse merger involving First
7 American Group and Holdings, which includes, but is not limited to, Lance Bauerlein, Scott
8 Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce
9 Fogel, Tony Meti, and their ongoing business relationships with Donald Danks and Jonathan
10 Destler;

11 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
12 Defendant Daniel Solomita;

13 (d) Responding Party will produce non-privileged, responsive documents.

14 (a) Request for Admission No. 15;

15 (b) Responding Party initiated several business relationships for Defendant Daniel
16 Solomita, on behalf of himself and the surviving entity of the reverse merger involving First
17 American Group and Holdings, which includes, but is not limited to, Lance Bauerlein, Scott
18 Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce
19 Fogel, Tony Meti, and their ongoing business relationships with Donald Danks and Jonathan
20 Destler.

21 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
22 Defendant Daniel Solomita;

23 (d) Responding Party will produce non-privileged, responsive documents.

24 (a) Request for Admission No. 16;

25 (b) Responding Party advised Defendant Daniel Solomita on, and facilitated the
26 reverse merger of, First American and Holdings by reviewing their respective capital and
27 corporate structures, identifying and analyzing the reverse merger or other business combination
28 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the

1 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
2 the corporate vehicles by which Holdings could become a publicly traded and owned entity and
3 helped him raise capital. Furthermore, Responding Party initiated several business relationships
4 for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
5 merger involving First American Group and Holdings, which includes, but is not limited to,
6 Lance Bauerlein, Scott Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob
7 Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their ongoing business relationships with
8 Donald Danks and Jonathan Destler.

9 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
10 Defendant Daniel Solomita;

11 (d) Responding Party will produce non-privileged, responsive documents.

12 (a) Request for Admission No. 17;

13 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
14 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
15 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
16 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
17 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
18 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
19 of First American and Holdings; identifying the financing options available to Holdings to raise
20 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
21 which Holdings could become a publicly traded and owned entity, and advising on and
22 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
23 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
24 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
25 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
26 Mr. Destler promised to immediately begin performance of their respective obligations under the
27 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
28 trading shares of First American, at \$.008 per share;

1 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
2 Defendant Daniel Solomita;

3 (d) Responding Party will produce non-privileged, responsive documents.

4 (a) Request for Admission No. 18;

5 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
6 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
7 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
8 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
9 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
10 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
11 of First American and Holdings; identifying the financing options available to Holdings to raise
12 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
13 which Holdings could become a publicly traded and owned entity; and advising on and
14 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
15 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
16 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
17 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
18 Mr. Destler promised to immediately begin performance of their respective obligations under the
19 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
20 trading shares of First American, at \$.008 per share;

21 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
22 Defendant Daniel Solomita;

23 (d) Responding Party will produce non-privileged, responsive documents.

24 (a) Request for Admission No. 19;

25 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
26 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
27 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
28 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:

1 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
2 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
3 of First American and Holdings; identifying the financing options available to Holdings to raise
4 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
5 which Holdings could become a publicly traded and owned entity, and advising on and
6 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
7 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
8 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
9 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
10 Mr. Destler promised to immediately begin performance of their respective obligations under the
11 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
12 trading shares of First American, at \$.008 per share;

13 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
14 Defendant Daniel Solomita;

15 (d) Responding Party will produce non-privileged, responsive documents.

16 (a) Request for Admission No. 20;

17 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
18 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
19 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
20 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
21 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
22 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
23 of First American and Holdings; identifying the financing options available to Holdings to raise
24 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
25 which Holdings could become a publicly traded and owned entity, and advising on and
26 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
27 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
28 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of

1 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
2 Mr. Destler promised to immediately begin performance of their respective obligations under the
3 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
4 trading shares of First American, at \$.008 per share;

5 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
6 Defendant Daniel Solomita;

7 (d) Responding Party will produce non-privileged, responsive documents.

8 (a) Request for Admission No. 21;

9 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
10 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
11 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
12 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
13 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
14 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
15 of First American and Holdings; identifying the financing options available to Holdings to raise
16 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
17 which Holdings could become a publicly traded and owned entity, and advising on and
18 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
19 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
20 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
21 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
22 Mr. Destler promised to immediately begin performance of their respective obligations under the
23 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
24 trading shares of First American, at \$.008 per share;

25 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
26 Defendant Daniel Solomita;

27 (d) Responding Party will produce non-privileged, responsive documents.

28 (a) Request for Admission No. 22;

1 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
2 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
3 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
4 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
5 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
6 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
7 of First American and Holdings; identifying the financing options available to Holdings to raise
8 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
9 which Holdings could become a publicly traded and owned entity, and advising on and
10 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
11 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
12 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
13 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
14 Mr. Destler promised to immediately begin performance of their respective obligations under the
15 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
16 trading shares of First American, at \$.008 per share;

17 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
18 Defendant Daniel Solomita;

19 (d) Responding Party will produce non-privileged, responsive documents.

20 (a) Request for Admission No. 23;

21 (b) Defendant Daniel Solomita did not indicate, and the parties to the oral contract did
22 not agree, that Mr. Solomita's promise to grant each of them the option to purchase 1,000,000
23 free-trading shares of First American Group, at \$.008 per share, was contingent upon any measure
24 of performance by Responding Party, Plaintiff Henry Lorin, Donald Danks, or Jonathan Destler
25 of their obligations under the oral contract;

26 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
27 Defendant Daniel Solomita;

28 (d) Responding Party will produce non-privileged, responsive documents.

1 (a) Request for Admission No. 24;

2 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,

3 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the

4 surviving entity of the reverse merger involving First American Group, Inc. ("First American")

5 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:

6 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their

7 proposal for services, including, but not limited to, advising on and facilitating the reverse merger

8 of First American and Holdings; identifying the financing options available to Holdings to raise

9 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by

10 which Holdings could become a publicly traded and owned entity, and advising on and

11 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.

12 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that

13 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of

14 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and

15 Mr. Destler promised to immediately begin performance of their respective obligations under the

16 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-

17 trading shares of First American, at \$.008 per share;

18 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and

19 Defendant Daniel Solomita;

20 (d) Responding Party will produce non-privileged, responsive documents.

21 (a) Request for Admission No. 25;

22 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,

23 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the

24 surviving entity of the reverse merger involving First American Group, Inc. ("First American")

25 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:

26 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their

27 proposal for services, including, but not limited to, advising on and facilitating the reverse merger

28 of First American and Holdings; identifying the financing options available to Holdings to raise

1 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
2 which Holdings could become a publicly traded and owned entity, and advising on and
3 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
4 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
5 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
6 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
7 Mr. Destler promised to immediately begin performance of their respective obligations under the
8 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
9 trading shares of First American, at \$.008 per share;

10 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
11 Defendant Daniel Solomita;

12 (d) Responding Party will produce non-privileged, responsive documents.

13 (a) Request for Admission No. 26;

14 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
15 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
16 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
17 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
18 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
19 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
20 of First American and Holdings; identifying the financing options available to Holdings to raise
21 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
22 which Holdings could become a publicly traded and owned entity, and advising on and
23 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
24 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
25 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
26 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
27 Mr. Destler promised to immediately begin performance of their respective obligations under the
28 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-

1 trading shares of First American, at \$.008 per share;

2 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
3 Defendant Daniel Solomita;

4 (d) Responding Party will produce non-privileged, responsive documents.

5 (a) Request for Admission No. 27;

6 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
7 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
8 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
9 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
10 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
11 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
12 of First American and Holdings; identifying the financing options available to Holdings to raise
13 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
14 which Holdings could become a publicly traded and owned entity, and advising on and
15 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
16 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
17 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
18 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
19 Mr. Destler promised to immediately begin performance of their respective obligations under the
20 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
21 trading shares of First American, at \$.008 per share;

22 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
23 Defendant Daniel Solomita;

24 (d) Responding Party will produce non-privileged, responsive documents.

25 (a) Request for Admission No. 28;

26 (b) On Thursday, September 25, 2014, Responding Party, Plaintiff Paul Cugno,
27 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
28 surviving entity of the reverse merger involving First American Group, Inc. ("First American")

1 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
2 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
3 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
4 of First American and Holdings; identifying the financing options available to Holdings to raise
5 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
6 which Holdings could become a publicly traded and owned entity, and advising on and
7 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
8 ("Industries"). Mr. Solomita indicated he agreed with the proposal for services and requested that
9 Responding Party, Mr. Cugno, Mr. Danks, and Mr. Destler immediately begin performance of
10 their respective obligations under the proposal. Responding Party, Mr. Cugno, Mr. Danks, and
11 Mr. Destler promised to immediately begin performance of their respective obligations under the
12 proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-
13 trading shares of First American, at \$.008 per share;

14 (c) Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and
15 Defendant Daniel Solomita;

16 (d) Responding Party will produce non-privileged, responsive documents.

17 **INTERROGATORY NO. 50.1:**

18 For each agreement alleged in the pleadings:

19 (a) identify each **DOCUMENT** that is part of the agreement and for each state the
20 name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;

21 (b) state each part of the agreement not in writing, the name, **ADDRESS**, and
22 telephone number of each **PERSON** agreeing to that provision, and the date that part of the
23 agreement was made;

24 (c) identify all **DOCUMENTS** that evidence any part of the agreement not in writing
25 and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the
26 **DOCUMENT**;

27 (d) identify all **DOCUMENTS** that are part of any modification to the agreement, and
28 for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the

1 **DOCUMENT;**

2 (e) state each modification not in writing, the date, and the name, **ADDRESS**, and
3 telephone number of each **PERSON** agreeing to the modification, and the date the modification
4 was made;

5 (f) identify all **DOCUMENTS** that evidence any modification of the agreement not in
6 writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who
7 has the **DOCUMENT**.

8 **RESPONSE TO INTERROGATORY NO. 50.1:**

9 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
10 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
11 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
12 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
13 grounds and to the extent that it seeks information regarding confidential, private, and/or sensitive
14 information protected from disclosure by Responding Party and/or third-parties' rights to privacy.
15 Responding Party further objects to this Interrogatory on the grounds and to the extent that it
16 seeks information protected from disclosure by the attorney-client privilege and/or attorney work
17 product doctrine. Subject to and without waiving said objection, Responding Party responds as
18 follows:

19 (a) On Thursday, September 25, 2014, Responding Party, Plaintiff Henry Lorin,
20 Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the
21 surviving entity of the reverse merger involving First American Group, Inc. ("First American")
22 and Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows:
23 Responding Party, Plaintiff Paul Cugno, Donald Danks, and Jonathan Destler presented their
24 proposal for services, including, but not limited to, advising on and facilitating the reverse merger
25 of First American and Holdings; identifying the financing options available to Holdings to raise
26 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
27 which Holdings could become a publicly traded and owned entity, and advising on and
28 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.

1 to grant Responding Party and Plaintiff Henry Lorin the option to purchase 2,000,000 free-trading
2 shares of First American Group, Inc. (now, Defendant Loop Industries, Inc.), at \$.008 per share.

3 **INTERROGATORY NO. 50.3:**

4 Was performance of any agreement alleged in the pleadings excused? If so, identify each
5 agreement excused and state why performance was excused.

6 **RESPONSE TO INTERROGATORY NO. 50.3:**

7 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
8 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
9 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
10 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
11 grounds and to the extent that it seeks information regarding confidential, private, and/or sensitive
12 information protected from disclosure by Responding Party and/or third-parties' rights to privacy.
13 Responding Party further objects to this Interrogatory on the grounds and to the extent that it
14 seeks information protected from disclosure by the attorney-client privilege and/or attorney work
15 product doctrine. Subject to and without waiving said objection, Responding Party responds as
16 follows:

17 No.

18 **INTERROGATORY NO. 50.4:**

19 Was any agreement alleged in the pleadings terminated by mutual agreement, release,
20 accord and satisfaction, or novation? If so, identify each agreement terminated, the date of
21 termination, and the basis of the termination.

22 **RESPONSE TO INTERROGATORY NO. 50.4:**

23 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
24 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
25 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
26 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
27 grounds and to the extent that it seeks information regarding confidential, private, and/or sensitive
28 information protected from disclosure by Responding Party and/or third-parties' rights to privacy.

1 Responding Party further objects to this Interrogatory on the grounds and to the extent that it
2 seeks information protected from disclosure by the attorney-client privilege and/or attorney work
3 product doctrine. Subject to and without waiving said objection, Responding Party responds as
4 follows:

5 No.

6 **INTERROGATORY NO. 50.5:**

7 Is any agreement alleged in the pleadings unenforceable? If so, identify each
8 unenforceable agreement and state why it is unenforceable.

9 **RESPONSE TO INTERROGATORY NO. 50.5:**

10 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
11 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
12 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
13 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
14 grounds and to the extent that it seeks information regarding confidential, private, and/or sensitive
15 information protected from disclosure by Responding Party and/or third-parties' rights to privacy.
16 Responding Party further objects to this Interrogatory on the grounds and to the extent that it
17 seeks information protected from disclosure by the attorney-client privilege and/or attorney work
18 product doctrine. Subject to and without waiving said objection, Responding Party responds as
19 follows:

20 No.

21 **INTERROGATORY NO. 50.6:**

22 Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous
23 agreement and state why it is ambiguous.

24 **RESPONSE TO INTERROGATORY NO. 50.6:**

25 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
26 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
27 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
28 and oppress Responding Party. Responding Party further objects to this Interrogatory on the

1 grounds and to the extent that it seeks information regarding confidential, private, and/or sensitive
2 information protected from disclosure by Responding Party and/or third-parties' rights to privacy.
3 Responding Party further objects to this Interrogatory on the grounds and to the extent that it
4 seeks information protected from disclosure by the attorney-client privilege and/or attorney work
5 product doctrine. Subject to and without waiving said objection, Responding Party responds as
6 follows: No.

7
8 Dated: December 8, 2017

BAKER & HOSTETLER LLP

9
10 By:

Michael R. Matthias
Jihee Ahn
F. Lucas Paule

11
12 *Attorneys for Plaintiffs*
13 HENRY LORIN and PAUL M. CUGNO

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BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

06/02/2018

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VERIFICATION

Henry Lorin, et al. v. Loop Industries, Inc., et al.
[LASC, Case No. BC648640]

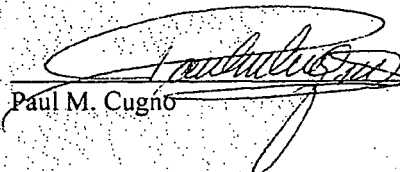
I, Paul M. Cugno, declare:

I am a party to this action.

I have read the foregoing PLAINTIFF PAUL M. CUGNO'S RESPONSES TO
DEFENDANT LOOP INDUSTRIES, INC.'S FORM INTERROGATORIES, SET ONE (the
"Responses") and know the contents thereof. I am informed and believe and thereon allege that
the contents of the Responses are true.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed this 5th day of December, 2017 at HUDSON, QUEBEC, CANADA


Paul M. Cugno

1 **PROOF OF SERVICE**

2 *Henry Lorin, et al. v. Loop Industries, Inc., et al.*
3 [LASC Case No. BC648640]

4 I am employed in Los Angeles County, California. I am over the age of eighteen years
5 and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard,
6 Suite 1400, Los Angeles, CA 90025-0509. On December 8, 2017, I served a copy of the within
7 document(s):

8 **PLAINTIFF PAUL M. CUGNO'S RESPONSES TO DEFENDANT LOOP INDUSTRIES,
9 INC.'S FORM INTERROGATORIES, SET ONE**

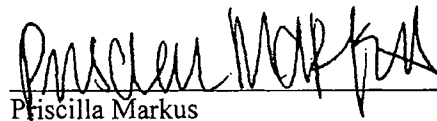
10 ☒ **VIA U.S. MAIL.** by placing the document(s) listed above in a sealed envelope with postage
11 thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth
12 below. I am readily familiar with the firm's practice of collection and processing
13 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
14 Service on that same day with postage thereon fully prepaid in the ordinary course of
15 business. I am aware that on motion of the party served, service is presumed invalid if postal
16 cancellation date or postage meter date is more than one day after date of deposit for mailing
17 in affidavit.

18 Aalok Sharma
19 Mark E. Gustafson
20 **WHITE & CASTLE LLP**
21 555 S. Flower St., Suite 2700
22 Los Angeles, CA 90071-2433
23 Telephone: (213) 620-7700
24 Facsimile: (213) 452-2329
25 Email: asharma@whitecase.com
26 Email: mgustafson@whitecase.com

Attorneys for Defendants
LOOP INDUSTRIES, INC.; LOOP
HOLDINGS, INC.; and DANIEL
SOLOMITA

27 I declare under penalty of perjury under the laws of the State of California that the
28 foregoing is true and correct.

Executed on December 8, 2017, at Los Angeles, California.


Priscilla Markus

06/02/2018

1 Michael R. Matthias, SBN 57728
2 Jihee Ahn, SBN 292659
3 F. Lucas Paule, SBN 313282
4 **BAKER & HOSTETLER LLP**
5 11601 Wilshire Boulevard, Suite 1400
6 Los Angeles, CA 90025-0509
7 Telephone: 310.820.8800
8 Facsimile: 310.820.8859
9 Emails: mmatthias@bakerlaw.com
10 jahn@bakerlaw.com
11 fpaule@bakerlaw.com

12 *Attorneys for Plaintiffs*
13 HENRY LORIN and PAUL M. CUGNO

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

12 HENRY LORIN, an individual; and PAUL M.
13 CUGNO, an individual,

14 Plaintiffs,

15 v.

16 LOOP INDUSTRIES, INC., a Nevada
17 corporation, LOOP HOLDINGS, INC., a
18 Nevada corporation, and DANIEL
19 SOLOMITA, an individual,

20 Defendants.

Case No.: BC648640

[Honorable Gregory W. Alarcon, Dept. 36]

**PLAINTIFF PAUL M. CUGNO'S
RESPONSES TO DEFENDANT LOOP
INDUSTRIES INC.'S REQUESTS FOR
ADMISSION, SET ONE**

Date Action Filed: January 27, 2017
FAC Filed: February 7, 2017
Trial Date: June 20, 2018

06/07/90

1 **PROPOUNDING PARTY:** **Defendant LOOP INDUSTRIES, INC.**

2 **RESPONDING PARTY:** **Plaintiff PAUL M. CUGNO**

3 **SET NUMBER:** **ONE**

4 **PRELIMINARY STATEMENT**

5 Pursuant to Code of Civil Procedure § 2033.010, *et seq.*, Plaintiff Paul M. Cugno
6 ("Responding Party") hereby responds to Defendant Loop Industries, Inc.'s ("Propounding
7 Party") First Set of Request for Admission ("Request," and each, a "Request") served on it by the
8 above-captioned Defendant.

9 All responses that follow are made subject to this preliminary statement. The responses
10 appearing below are made subject to and without waiver of (1) all questions as to the
11 admissibility as evidence of the response made, any documents produced or to which reference is
12 made or the subject matter of such documents; (2) the right to object to other discovery directed
13 to the subject matter of the requests or the responses; and (3) the right to make additional
14 objections or seek protective orders.

15 **GENERAL OBJECTIONS**

16 1. Responding Party responds to these Requests with respect to the information and
17 documentation that Defendant has been able to discover to date. Responding Party asserts that its
18 discovery is ongoing and therefore reserves its right to supplement and modify its responses
19 should further information or/and documentation come into Responding Party's possession, or be
20 discovered, as this action progresses.

21 2. Responding Party objects to each individual Request on the grounds and to the
22 extent that each Request seeks discovery of information that is neither relevant nor reasonably
23 calculated to lead to the discovery of admissible evidence.

24 3. By setting forth specific objections below, Responding Party is not waiving any of
25 the objections set forth above. Furthermore, the specification of certain general objections in
26 responding to certain Requests is for explanatory purposes only and is not intended to imply a
27 waiver of the general objections in those instances in which they are not specifically mentioned.

28 The Preliminary Statement and General Objections above are incorporated by reference

1 into each of the responses set forth below.

2 **RESPONSES TO REQUEST FOR ADMISSIONS**

3 **REQUESTS FOR ADMISSION 1:**

4 Admit that YOU have no substantial investment banking experience.

5 **RESPONSE TO REQUESTS FOR ADMISSION 1:**

6 Responding Party objects to this Request on the grounds and to the extent that it is not
7 reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore,
8 propounded solely to burden, harass, and oppress Responding Party. Responding Party further
9 objects to this Request on the grounds and to the extent that it is vague and ambiguous in its use
10 of the term "substantial investment banking experience." Responding Party further objects to this
11 Request on the grounds and to the extent that it seeks documents containing confidential, private,
12 and/or sensitive information protected from disclosure by Responding Party's right to privacy.
13 Subject to and without waiving said objections, Responding Party responds as follows:

14 Deny.

15 **REQUESTS FOR ADMISSION 2:**

16 Admit that YOU have no substantial experience in providing corporate financial
17 consulting services.

18 **RESPONSE TO REQUESTS FOR ADMISSION 2:**

19 Responding Party objects to this Request on the grounds and to the extent that it is not
20 reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore,
21 propounded solely to burden, harass, and oppress Responding Party. Responding Party further
22 objects to this Request on the grounds and to the extent that it is vague and ambiguous in its use
23 of the term "substantial experience" and "corporate financial consulting services." Responding
24 Party further objects to this Request on the grounds and to the extent that it seeks documents
25 containing confidential, private, and/or sensitive information protected from disclosure by
26 Responding Party's right to privacy. Subject to and without waiving said objections, Responding
27 Party responds as follows:

28 Deny.

1 **REQUESTS FOR ADMISSION 3:**

2 Admit that Daniel Solomita did not contact YOU on behalf of Loop Holdings, Inc. in
3 early 2014.

4 **RESPONSE TO REQUESTS FOR ADMISSION 3:**

5 Deny.

6 **REQUESTS FOR ADMISSION 4:**

7 Admit that in his first communication with Daniel Solomita, Henry Lorin initially
8 identified himself to Daniel Solomita as "Henry Wolf," rather than Henry Lorin.

9 **RESPONSE TO REQUESTS FOR ADMISSION 4:**

10 Responding Party objects to this Request on the grounds and to the extent that it is not
11 reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore,
12 propounded solely to burden, harass, and oppress Responding Party. Subject to and without
13 waiving said objections, Responding Party responds as follows:

14 Deny.

15 **REQUESTS FOR ADMISSION 5:**

16 Admit that YOU never entered into any CONTRACT with Daniel Solomita.

17 **RESPONSE TO REQUESTS FOR ADMISSION 5:**

18 Deny.

19 **REQUESTS FOR ADMISSION 6:**

20 Admit that YOU never entered into any CONTRACT with Loop Holdings, Inc.

21 **RESPONSE TO REQUESTS FOR ADMISSION 6:**

22 Deny.

23 **REQUESTS FOR ADMISSION 7:**

24 Admit that YOU never entered into any CONTRACT with Loop Industries, Inc.

25 **RESPONSE TO REQUESTS FOR ADMISSION 7:**

26 Deny.

27 **REQUESTS FOR ADMISSION 8:**

28 Admit that Daniel Solomita never made any promises to YOU.

1 **RESPONSE TO REQUESTS FOR ADMISSION 8:**

2 Deny.

3 **REQUESTS FOR ADMISSION 9:**

4 Admit that Daniel Solomita never made any promises to YOU on behalf of Loop
5 Holdings, Inc.

6 **RESPONSE TO REQUESTS FOR ADMISSION 9:**

7 Deny.

8 **REQUESTS FOR ADMISSION 10:**

9 Admit that Daniel Solomita never made any promises to YOU on behalf of Loop
10 Industries, Inc.

11 **RESPONSE TO REQUESTS FOR ADMISSION 10:**

12 Deny.

13 **REQUESTS FOR ADMISSION 11:**

14 Admit that Daniel Solomita never made any promises to YOU on behalf of First
15 American Group, Inc.

16 **RESPONSE TO REQUESTS FOR ADMISSION 11:**

17 Deny.

18 **REQUESTS FOR ADMISSION 12:**

19 Admit that YOU did not advise and assist Daniel Solomita or Loop Holdings, Inc.
20 regarding Loop Holdings, Inc.'s capital structure.

21 **RESPONSE TO REQUESTS FOR ADMISSION 12:**

22 Deny.

23 **REQUESTS FOR ADMISSION 13:**

24 Admit that YOU did not identify opportunities for Loop Holdings, Inc. to maximize
25 potential shareholder value (as alleged in paragraph 13 of the COMPLAINT).

26 **RESPONSE TO REQUESTS FOR ADMISSION 13:**

27 Deny.

28 ///

1 **REQUESTS FOR ADMISSION 14:**

2 Admit that YOU did not develop business relationships for Loop Holdings, Inc. (as
3 alleged in paragraph 13 of the COMPLAINT).

4 **RESPONSE TO REQUESTS FOR ADMISSION 14:**

5 Deny.

6 **REQUESTS FOR ADMISSION 15:**

7 Admit that YOU did not initiate new business relationships for Loop Holdings, Inc.

8 **RESPONSE TO REQUESTS FOR ADMISSION 15:**

9 Deny.

10 **REQUESTS FOR ADMISSION 16:**

11 Admit that YOU did not advise Loop Holdings on business combination transactions and
12 strategic alliances (as alleged in paragraph 13 of the COMPLAINT).

13 **RESPONSE TO REQUESTS FOR ADMISSION 16:**

14 Deny.

15 **REQUESTS FOR ADMISSION 17:**

16 Admit that Daniel Solomita did not offer YOU and Henry Lorin the option to purchase
17 4,000,000 "shares in First American" as consideration for YOUR and Lorin's agreement to
18 provide the services alleged in paragraph 13 of the COMPLAINT (as alleged in paragraph 14 of
19 the COMPLAINT

20 **RESPONSE TO REQUESTS FOR ADMISSION 17:**

21 Deny.

22 **REQUESTS FOR ADMISSION 18:**

23 Admit that, at the alleged meeting referenced in paragraph 14 of the COMPLAINT,
24 Daniel Solomita did not state that he spoke on behalf of Loop Holdings, Inc.

25 **RESPONSE TO REQUESTS FOR ADMISSION 18:**

26 Deny.

27 **REQUESTS FOR ADMISSION 19:**

28 Admit that, at the alleged meeting referenced in paragraph 14 of the COMPLAINT,

1 Daniel Solomita did not promise YOU or Henry Lorin the option to purchase shares in any
2 company in exchange for an agreement to perform the general types of services referenced in
3 paragraph 13 of the COMPLAINT.

4 **RESPONSE TO REQUESTS FOR ADMISSION 19:**

5 Deny.

6 **REQUESTS FOR ADMISSION 20:**

7 Admit that Daniel Solomita did not promise YOU or Henry Lorin the option to purchase
8 1,000,000 shares each of "shares of First American" at a price of \$.008 per share (as alleged in
9 paragraph 16 of the COMPLAINT).

10 **RESPONSE TO REQUESTS FOR ADMISSION 20:**

11 Deny.

12 **REQUESTS FOR ADMISSION 21:**

13 Admit that, at the alleged meeting referenced in paragraph 16 of the COMPLAINT,
14 Daniel Solomita did not state that he spoke on behalf of Loop Holdings, Inc.

15 **RESPONSE TO REQUESTS FOR ADMISSION 21:**

16 Deny.

17 **REQUESTS FOR ADMISSION 22:**

18 Admit that the parties' discussions at the alleged meetings referenced in paragraph 14 and
19 16 of the COMPLAINT did not result in any CONTRACT being reached.

20 **RESPONSE TO REQUESTS FOR ADMISSION 22:**

21 Deny.

22 **REQUESTS FOR ADMISSION 23:**

23 Admit that the parties' discussions at the alleged meetings referenced in paragraph 14 and
24 16 of the COMPLAINT centered around potential arrangements that would be contingent upon
25 the successful introduction of investors to Loop Holdings, Inc.

26 **RESPONSE TO REQUESTS FOR ADMISSION 23:**

27 Deny.

28 ///

REQUESTS FOR ADMISSION 24:

Admit that Loop Holdings, Inc. did not adopt the purported CONTRACT.

RESPONSE TO REQUESTS FOR ADMISSION 24:

Deny.

REQUESTS FOR ADMISSION 25:

Admit that Loop Industries, Inc. did not adopt the purported CONTRACT

RESPONSE TO REQUESTS FOR ADMISSION 25:

Deny.

REQUESTS FOR ADMISSION 26:

Admit that First American Group, Inc. did not adopt the purported CONTRACT.

RESPONSE TO REQUESTS FOR ADMISSION 26:

Deny.

REQUESTS FOR ADMISSION 27:

Admit that Loop Industries, Inc. did not assume any obligations under the purported CONTRACT.

RESPONSE TO REQUESTS FOR ADMISSION 27:

Deny.

REQUESTS FOR ADMISSION 28:

Admit that First American Group, Inc. did not assume any obligations under the purported CONTRACT.

RESPONSE TO REQUESTS FOR ADMISSION 28:

Deny.

Dated: December 8, 2017

BAKER & HOSTETLER LLP

By:

Michael R. Matthias
Jhee Ahn
F. Lucas Paule

Attorneys for Plaintiffs
HENRY LORIN and PAUL M. CUGNO

611648350

VERIFICATION

Henry Lorin, et al. v. Loop Industries, Inc., et al.
[LASC, Case No. BC648640]

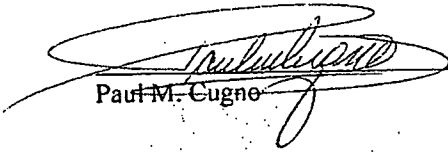
I, Paul M. Cugno, declare:

I am a party to this action.

I have read the foregoing PLAINTIFF PAUL M. CUGNO'S RESPONSES TO
DEFENDANT LOOP INDUSTRIES, INC.'S REQUESTS FOR ADMISSION, SET ONE
(the "Responses") and know the contents thereof. I am informed and believe and thereon allege
that the contents of the Responses are true.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed this 5th day of December, 2017 at HUDSON, QUEBEC, HUDSON.


Paul M. Cugno

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

8107/70/90

1 **PROOF OF SERVICE**

2 *Henry Lorin, et al. v. Loop Industries, Inc., et al.*
3 [LASC Case No. BC648640]

4 I am employed in Los Angeles County, California. I am over the age of eighteen years
5 and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard,
6 Suite 1400, Los Angeles, CA 90025-0509. On December __, 2017, I served a copy of the within
7 document(s):

8 **PLAINTIFF PAUL M. CUGNO'S RESPONSES TO DEFENDANT LOOP INDUSTRIES,**
9 **INC.'S REQUEST FOR ADMISSIONS, SET ONE**

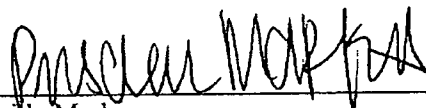
10 ☒ **VIA U.S. MAIL.** by placing the document(s) listed above in a sealed envelope with postage
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12 below. I am readily familiar with the firm's practice of collection and processing
13 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
14 Service on that same day with postage thereon fully prepaid in the ordinary course of
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18 Aalok Sharma
19 Mark E. Gustafson
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22 Los Angeles, CA 90071-2433
23 Telephone: (213) 620-7700
24 Facsimile: (213) 452-2329
25 Email: asharma@whitecase.com
26 Email: mgustafson@whitecase.com

Attorneys for Defendants
LOOP INDUSTRIES, INC.; LOOP
HOLDINGS, INC.; and DANIEL
SOLOMITA

27 I declare under penalty of perjury under the laws of the State of California that the
28 foregoing is true and correct.

Executed on December 8, 2017, at Los Angeles, California.


Priscilla Markus

06/02/2018

1 Michael R. Matthias, SBN 57728
2 Jihee Ahn, SBN 292659
3 F. Lucas Paule, SBN 313282
4 **BAKER & HOSTETLER LLP**
5 11601 Wilshire Boulevard, Suite 1400
6 Los Angeles, CA 90025-0509
7 Telephone: 310.820.8800
8 Facsimile: 310.820.8859
9 Emails: mmatthias@bakerlaw.com
10 jahn@bakerlaw.com
11 fpaule@bakerlaw.com

12 *Attorneys for Plaintiffs*
13 HENRY LORIN and PAUL M. CUGNO

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

12 HENRY LORIN, an individual; and PAUL M.
13 CUGNO, an individual,

14 Plaintiffs,

15 v.

16 LOOP INDUSTRIES, INC., a Nevada
17 corporation, LOOP HOLDINGS, INC., a
18 Nevada corporation, and DANIEL
19 SOLOMITA, an individual,

20 Defendants.

Case No.: BC648640

[Honorable Gregory W. Alarcon, Dept. 36]

**PLAINTIFF PAUL M. CUGNO'S
RESPONSES TO DEFENDANT LOOP
INDUSTRIES, INC.'S SPECIAL
INTERROGATORIES, SET ONE**

Date Action Filed: January 27, 2017

FAC Filed: February 7, 2017

Trial Date: June 20, 2018

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

0107/20/90

1 PROPOUNDING PARTY: Defendant LOOP INDUSTRIES, INC.

2 RESPONDING PARTY: Plaintiff PAUL M. CUGNO

3 SET NUMBER: ONE

4 PRELIMINARY STATEMENT

5 Pursuant to Code of Civil Procedure § 2030.210, *et seq.*, Plaintiff Paul M. Cugno
6 ("Responding Party") hereby responds to Defendant Loop Industries, Inc.'s ("Propounding
7 Party") First Set of Special Interrogatories ("Interrogatories," and each, an "Interrogatory").

8 Responding Party's responses and objections fairly represent his position at this stage of
9 the litigation and are based upon the current state of discovery and investigation. Responding
10 Party's responses to the Interrogatories are made in a good faith effort to supply the factual
11 information requested and are as complete and accurate as present knowledge, information, and
12 belief allow. Discovery, investigation, and trial preparation are continuing. It is anticipated that
13 further discovery, legal research, and analysis will supply additional facts, add meaning to known
14 facts, as well as establishing entirely new factual and legal conclusions, all of which may lead to
15 substantial additions to, changes in and variations from the facts set forth in these responses.
16 Responding Party expressly reserves the right to amend, modify, supplement, clarify or further
17 explain these responses and objections at any time before the trial of this action. By so reserving
18 this right, Responding Party does not assume any obligations to supplement these responses.
19 Except for explicit facts admitted herein, no incidental or implied admission is intended thereby.
20 The fact that Responding Party has answered or objected to any Interrogatory or part thereof
21 should not be taken as an admission that Responding Party accepts or admits the existence of any
22 facts set forth or assumed by such Interrogatories. The fact that Responding Party has answered
23 part or all of any Interrogatory is not intended and shall not be construed as a waiver by
24 Responding Party of all or any part of any objection to that request. Nothing contained herein
25 shall be construed as an admission relevant to the existence or nonexistence of any fact. By
26 responding to any particular Interrogatory, Responding Party does not waive his right to seek
27 appropriate orders from the Court protecting documents and information relating to the subject
28 matter of the Interrogatory.

GENERAL OBJECTIONS

Responding Party objects to each Interrogatory on the following grounds:

1. Responding Party objects to each of the Interrogatories to the extent that it, or any of them, purports to seek disclosure of information that is not confined to the relevant issues in this case, is beyond the scope of the pleadings, is irrelevant to the subject matter of this action, or is not reasonably calculated to lead to discovery of admissible evidence.

2. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is overbroad, unduly burdensome, oppressive, beyond the date of the commencement of this action or otherwise not properly limited to the relevant time period governing this action.

3. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is vague, ambiguous, unintelligible or unclear; Responding Party reserves the right to assert specific objections in the event the Interrogatories are clarified.

4. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, seeks disclosure of information that (1) is protected by the attorney-client privilege, (2) constitutes attorney work product, (3) was prepared in anticipation of litigation, or (4) is otherwise privileged or exempt from disclosure. Responding Party therefore construes each Interrogatory as seeking only such information as is not subject to the protection of these privileges. Any inadvertent identification or production of such documents or information shall not result in a waiver of these privileges.

5. Responding Party objects to each of these Interrogatories on the grounds and to the extent that it, or any of them, purports to seek disclosure of information that is confidential, is proprietary, constitutes trade secrets, and/or is protected by the right of privacy guaranteed by applicable state and federal law, the California Constitution, and the United States Constitution. Such information will only be produced pursuant to a protective order entered by the Court.

Responding Party reserves all objections or other questions as to competency, relevance, materiality, propriety, privilege, or admissibility and any other objection that would require the exclusion of any of the information provided herein at trial, or at any hearing or other proceeding

1 in this matter. Each of the foregoing objections is incorporated into Responding Party's response
2 to each Interrogatory set forth below.

3 **RESPONSES TO SPECIAL INTERROGATORIES**

4 **SPECIAL INTERROGATORY NO. 1:**

5 IDENTIFY in as much detail as possible each and every provision of the alleged
6 CONTRACT.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

8 On Thursday, September 25, 2014, Responding Party, Plaintiff Henry Lorin, Donald
9 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
10 entity of the reverse merger involving First American Group, Inc. ("First American") and
11 Defendant Loop Holdings, Inc. ("Holdings"), entered into an oral contract as follows: Responding
12 Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their proposal for
13 services, including, but not limited to, advising on and facilitating the reverse merger of First
14 American and Holdings; identifying the financing options available to Holdings to raise
15 \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by
16 which Holdings could become a publicly traded and owned entity, and advising on and
17 facilitating the capital and corporate structure of Holdings and/or Defendant Loop Industries, Inc.
18 ("Industries"). Mr. Solomita indicated he agreed with the proposal and requested that Responding
19 Party, Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective
20 obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler
21 promised to immediately begin performance of their respective obligations under the proposal,
22 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
23 shares of First American, at \$.008 per share.

24 **SPECIAL INTERROGATORY NO. 2:**

25 IDENTIFY each of the parties to the alleged CONTRACT.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

27 Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and Defendant
28 Daniel Solomita.

1 **SPECIAL INTERROGATORY NO. 3:**

2 IDENTIFY the date on which the alleged CONTRACT was formed.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

4 Thursday, September 25, 2014.

5 **SPECIAL INTERROGATORY NO. 4:**

6 IDENTIFY in as much detail as possible the words each of the parties used to bind
7 themselves to the alleged CONTRACT.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

9 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
10 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
11 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
12 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
13 grounds that it is vague and ambiguous in its use of the terms "used" and "bind themselves."

14 Subject to and without waiving said objections, Responding Party responds as follows:

15 On Thursday, September 25, 2014, Responding Party, Plaintiff Henry Lorin, Donald
16 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
17 entity of the reverse merger involving First American and Holdings, entered into an oral contract
18 as follows: Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler
19 presented their proposal for services, including, but not limited to, advising on and facilitating the
20 reverse merger of First American and Holdings; identifying the financing options available to
21 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
22 corporate vehicles by which Holdings could become a publicly traded and owned entity, and
23 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
24 Solomita indicated he agreed with the proposal and requested that Responding Party, Mr. Lorin,
25 Mr. Danks, and Mr. Destler immediately begin performance of their respective obligations under
26 the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler promised to immediately
27 begin performance of their respective obligations under the proposal, and Mr. Solomita promised
28 to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at

1 \$.008 per share.

2 **SPECIAL INTERROGATORY NO. 5:**

3 IDENTIFY in as much detail as possible each and every one of YOUR obligations under
4 the alleged CONTRACT.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

6 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
7 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
8 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
9 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
10 grounds that it is vague and ambiguous in its use of the term "obligations." Subject to and without
11 waiving said objections, Responding Party responds as follows:

12 On Thursday, September 25, 2014, Responding Party, Plaintiff Henry Lorin, Donald
13 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
14 entity of the reverse merger involving First American and Holdings, entered into an oral contract
15 as follows: Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler
16 presented their proposal for services, including, but not limited to, advising on and facilitating the
17 reverse merger of First American and Holdings; identifying the financing options available to
18 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
19 corporate vehicles by which Holdings could become a publicly traded and owned entity, and
20 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
21 Solomita indicated he agreed with the proposal and requested that Responding Party, Mr. Lorin,
22 Mr. Danks, and Mr. Destler immediately begin performance of their respective obligations under
23 the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler promised to immediately
24 begin performance of their respective obligations under the proposal, and Mr. Solomita promised
25 to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at
26 \$.008 per share.

27 **SPECIAL INTERROGATORY NO. 6:**

28 IDENTIFY in as much detail as possible the parties' agreement with respect to how to

1 measure the performance of YOUR obligations under the alleged CONTRACT.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

3 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
4 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
5 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
6 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
7 grounds that it is vague and ambiguous in its use of the terms "measure," "performance," and
8 "obligations." Subject to and without waiving said objections, Responding Party responds as
9 follows:

10 Defendant Daniel Solomita did not indicate, and the parties to the oral contract did not
11 agree, that Mr. Solomita's promise to grant each of them the option to purchase 1,000,000 free-
12 trading shares of First American, at \$.008 per share, was contingent upon any measure of
13 performance by Responding Party, Plaintiff Henry Lorin, Donald Danks, or Jonathan Destler of
14 their obligations under the oral contract.

15 **SPECIAL INTERROGATORY NO. 7:**

16 IDENTIFY in as much detail as possible each and every action that YOU took to perform
17 each and every one of YOUR obligations under the alleged CONTRACT, including the date of
18 such action, and IDENTIFYING any other PERSON who personally witnessed such action.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

20 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
21 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
22 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
23 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
24 grounds that it is vague and ambiguous in its use of the terms "action," "perform," "obligations,"
25 and "personally witnessed." Subject to and without waiving said objections, Responding Party
26 responds as follows:

27 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
28 merger of, First American and Holdings by reviewing their respective capital and corporate

1 structures, identifying and analyzing the reverse merger or other business combination
2 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
3 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
4 the corporate vehicles by which Holdings could become a publicly traded and owned entity and
5 helped him raise capital. Furthermore, Responding Party initiated several business relationships
6 for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
7 merger involving First American Group and Holdings, which includes Lance Bauerlein, Scott
8 Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce
9 Fogel, Tony Meti, and their ongoing business relationships with Donald Danks and Jonathan
10 Destler.

11 **SPECIAL INTERROGATORY NO. 8:**

12 IDENTIFY any and all PERSONS who personally witnessed the formation of the alleged
13 CONTRACT.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

15 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
16 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
17 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
18 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
19 grounds that it is vague and ambiguous in its use of the terms "personally witnessed" and
20 "formation." Subject to and without waiving said objections, Responding Party responds as
21 follows:

22 Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and Defendant
23 Daniel Solomita.

24 **SPECIAL INTERROGATORY NO. 9:**

25 IDENTIFY any and all DOCUMENTS CONCERNING the alleged CONTRACT.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

27 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
28 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the

1 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
2 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
3 grounds and to the extent that it seeks information protected from disclosure by the attorney-
4 client privilege and/or attorney work product doctrine. Subject to and without waiving said
5 objections, Responding Party responds as follows:

6 Responding Party will produce non-privileged, responsive documents.

7 **SPECIAL INTERROGATORY NO. 10:**

8 IDENTIFY in as much detail as possible each and every purported promise made by
9 Daniel Solomita to YOU, including the date the promise was made, the words used to make it,
10 and any PERSONS who personally witnessed its making.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

12 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
13 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
14 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
15 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
16 grounds that it is vague and ambiguous in its use of the terms "promise" and "personally
17 witnessed." Subject to and without waiving said objections, Responding Party responds as
18 follows:

19 On Thursday, September 25, 2014, Responding Party, Plaintiff Henry Lorin, Donald
20 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
21 entity of the reverse merger involving First American and Holdings, entered into an oral contract
22 as follows: Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler
23 presented their proposal for services, including, but not limited to, advising on and facilitating the
24 reverse merger of First American and Holdings; identifying the financing options available to
25 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
26 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
27 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
28 Solomita indicated he agreed with the proposal and requested that Responding Party, Mr. Lorin,

1 Mr. Danks, and Mr. Destler immediately begin performance of their respective obligations under
2 the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler promised to immediately
3 begin performance of their respective obligations under the proposal, and Mr. Solomita promised
4 to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at
5 \$.008 per share.

6 **SPECIAL INTERROGATORY NO. 11:**

7 IDENTIFY any and all DOCUMENTS CONCERNING each and every purported
8 promise made by Daniel Solomita to YOU.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

10 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
11 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
12 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
13 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
14 grounds that it is vague and ambiguous in its use of the term "promise." Responding Party further
15 objects to this Interrogatory on the grounds and to the extent that it seeks information protected
16 from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to
17 and without waiving said objections, Responding Party responds as follows:

18 Responding Party will produce non-privileged, responsive documents.

19 **SPECIAL INTERROGATORY NO. 12:**

20 IDENTIFY in as much detail as possible all promises that YOU have made to Daniel
21 Solomita, Loop Holdings, Inc., Loop Industries, Inc., and/or First American Group, Inc.,
22 including the date on which YOU made the promise and any PERSONS who personally
23 witnessed its making.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

25 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
26 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
27 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
28 and oppress Responding Party. Responding Party further objects to this Interrogatory on the

1 grounds that it is vague and ambiguous in its use of the terms "promises" and "personally
2 witnessed." Subject to and without waiving said objections, Responding Party responds as
3 follows:

4 On Thursday, September 25, 2014, Responding Party, Plaintiff Henry Lorin, Donald
5 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
6 entity of the reverse merger involving First American and Holdings, entered into an oral contract
7 as follows: Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler
8 presented their proposal for services, including, but not limited to, advising on and facilitating the
9 reverse merger of First American and Holdings; identifying the financing options available to
10 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
11 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
12 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
13 Solomita indicated he agreed with the proposal and requested that Responding Party, Mr. Lorin,
14 Mr. Danks, and Mr. Destler immediately begin performance of their respective obligations under
15 the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler promised to immediately
16 begin performance of their respective obligations under the proposal, and Mr. Solomita promised
17 to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at
18 \$.008 per share.

19 **SPECIAL INTERROGATORY NO. 13:**

20 To the extent YOU contend that YOU obligated yourself to advise and assist Daniel
21 Solomita and Loop Holdings, Inc. regarding Loop Holdings, Inc.'s capital structure (as alleged in
22 paragraph 13 of the COMPLAINT), IDENTIFY in as much detail as possible any and all
23 performance milestones or measures that were to be used to evaluate whether YOU complied
24 with YOUR obligations under the alleged CONTRACT.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

26 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
27 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
28 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,

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1 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
2 grounds that it is vague and ambiguous in its use of the terms "performance milestones or
3 measures," "evaluate," "complied," and "obligation." Subject to and without waiving said
4 objections, Responding Party responds as follows:

5 Defendant Daniel Solomita did not indicate, and the parties to the oral contract did not
6 agree, that Mr. Solomita's promise to grant each of them the option to purchase 1,000,000 free-
7 trading shares of First American Group, at \$.008 per share, was contingent upon any measure of
8 performance by Responding Party, Plaintiff Henry Lorin, Donald Danks, or Jonathan Destler of
9 their obligations under the oral contract.

10 **SPECIAL INTERROGATORY NO. 14:**

11 To the extent YOU contend that YOU obligated yourself to identify opportunities for
12 maximizing potential shareholder value (as alleged in paragraph 13 of the COMPLAINT),
13 IDENTIFY in as much detail as possible any and all performance milestones or measures that
14 were to be used to evaluate whether YOU complied with YOUR obligations under the alleged
15 CONTRACT

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

17 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
18 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
19 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
20 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
21 grounds that it is vague and ambiguous in its use of the terms "performance milestones or
22 measures," "evaluate," "complied," and "obligation." Subject to and without waiving said
23 objections, Responding Party responds as follows:

24 Defendant Daniel Solomita did not indicate, and the parties to the oral contract did not
25 agree, that Mr. Solomita's promise to grant each of them the option to purchase 1,000,000 free-
26 trading shares of First American Group, at \$.008 per share, was contingent upon any measure of
27 performance by Responding Party, Plaintiff Henry Lorin, Donald Danks, or Jonathan Destler of
28 their obligations under the oral contract.

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1 **SPECIAL INTERROGATORY NO. 15:**

2 To the extent YOU contend that YOU obligated yourself to develop business relationships
3 for Loop Holdings, Inc. (as alleged in paragraph 13 of the COMPLAINT), IDENTIFY in as much
4 detail as possible any and all performance milestones or measures that were to be used to evaluate
5 whether YOU complied with YOUR obligations under the alleged CONTRACT

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

7 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
8 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
9 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
10 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
11 grounds that it is vague and ambiguous in its use of the terms "performance milestones or
12 measures," "evaluate," "complied," and "obligation." Subject to and without waiving said
13 objections, Responding Party responds as follows:

14 Defendant Daniel Solomita did not indicate, and the parties to the oral contract did not
15 agree, that Mr. Solomita's promise to grant each of them the option to purchase 1,000,000 free-
16 trading shares of First American Group, at \$.008 per share, was contingent upon any measure of
17 performance by Responding Party, Plaintiff Henry Lorin, Donald Danks, or Jonathan Destler of
18 their obligations under the oral contract.

19 **SPECIAL INTERROGATORY NO. 16:**

20 To the extent YOU contend that YOU obligated yourself to identify opportunities
21 advising Daniel Solomita and Loop Holdings, Inc. on business combination transactions and
22 strategic alliances (as alleged in paragraph 13 of the COMPLAINT), IDENTIFY in as much
23 detail as possible any and all performance milestones or measures that were to be used to evaluate
24 whether YOU complied with YOUR obligations under the alleged CONTRACT.

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

26 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
27 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
28 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,

1 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
2 grounds that it is vague and ambiguous in its use of the terms "performance milestones or
3 measures," "evaluate," "complied," and "obligation." Subject to and without waiving said
4 objections, Responding Party responds as follows:

5 Defendant Daniel Solomita did not indicate, and the parties to the oral contract did not
6 agree, that Mr. Solomita's promise to grant each of them the option to purchase 1,000,000 free-
7 trading shares of First American Group, at \$.008 per share, was contingent upon any measure of
8 performance by Responding Party, Plaintiff Henry Lorin, Donald Danks, or Jonathan Destler of
9 their obligations under the oral contract.

10 **SPECIAL INTERROGATORY NO. 17:**

11 For each date on which YOU worked in performance of YOUR obligations under the
12 alleged CONTRACT, IDENTIFY in as much detail as possible, by date and time in tenth of an
13 hour increments, the work YOU performed in furtherance of such obligations.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

15 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
16 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
17 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
18 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
19 grounds that it is vague and ambiguous in its use of the terms "performance," "obligations," and
20 "work." Subject to and without waiving said objections, Responding Party responds as follows:

21 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
22 merger of, First American and Holdings by reviewing their respective capital and corporate
23 structures, identifying and analyzing the reverse merger or other business combination
24 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
25 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
26 the corporate vehicles by which Holdings could become a publicly traded and owned entity and
27 helped him raise capital. Furthermore, Responding Party initiated several business relationships
28 for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse

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1 merger involving First American Group and Holdings, which includes Lance Bauerlein, Scott
2 Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce
3 Fogel, Tony Meti, and their ongoing business relationships with Donald Danks and Jonathan
4 Destler.

5 **SPECIAL INTERROGATORY NO. 18:**

6 IDENTIFY all statements made and/or actions taken by First American Group, Inc., Loop
7 Holdings, Inc. and Loop Industries, Inc. to assume any obligations under the alleged
8 CONTRACT, including the date on which such statements or actions occurred and
9 IDENTIFYING all PERSONS who personally witnessed such statements or actions.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

11 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
12 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
13 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
14 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
15 grounds that it is vague and ambiguous in its use of the terms "assume," "obligations," and
16 "personally witnessed." Subject to and without waiving said objections, Responding Party
17 responds as follows:

18 On Thursday, September 25, 2014, Responding Party, Plaintiff Henry Lorin, Donald
19 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
20 entity of the reverse merger involving First American and Holdings, entered into an oral contract
21 as follows: Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler
22 presented their proposal for services, including, but not limited to, advising on and facilitating the
23 reverse merger of First American and Holdings; identifying the financing options available to
24 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
25 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
26 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
27 Solomita indicated he agreed with the proposal and requested that Responding Party, Mr. Lorin,
28 Mr. Danks, and Mr. Destler immediately begin performance of their respective obligations under

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1 the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler promised to immediately
2 begin performance of their respective obligations under the proposal, and Mr. Solomita promised
3 to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at
4 \$.008 per share.

5 **SPECIAL INTERROGATORY NO. 19:**

6 IDENTIFY in as much detail as possible any and all work YOU performed in connection
7 with completion of a reverse merger involving Loop Holdings, Inc. with Loop Industries, Inc.
8 and/or First American Group, Inc. (as alleged in paragraph 12 of the COMPLAINT).

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

10 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
11 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
12 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
13 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
14 responds as follows:

15 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
16 merger of, First American and Holdings by reviewing their respective capital and corporate
17 structures, identifying and analyzing the reverse merger or other business combination
18 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
19 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
20 the corporate vehicles by which Holdings could become a publicly traded and owned entity and
21 helped him raise capital. Furthermore, Responding Party initiated several business relationships
22 for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
23 merger involving First American Group and Holdings, which includes Lance Bauerlein, Scott
24 Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce
25 Fogel, Tony Meti, and their ongoing business relationships with Donald Danks and Jonathan
26 Destler.

27 **SPECIAL INTERROGATORY NO. 20:**

28 IDENTIFY in as much detail as possible any and all advice and/or assistance YOU

1 provided to Daniel Solomita and/or Loop Holdings, Inc. regarding Loop Holdings, Inc.'s capital
2 structure (as alleged in paragraph 13 of the COMPLAINT).

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

4 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
5 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
6 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
7 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
8 responds as follows:

9 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
10 merger of, First American and Holdings by reviewing their respective capital and corporate
11 structures, identifying and analyzing the reverse merger or other business combination
12 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
13 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
14 the corporate vehicles by which Holdings could become a publicly traded and owned entity and
15 helped him raise capital. Furthermore, Responding Party initiated several business relationships
16 for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
17 merger involving First American Group and Holdings, which includes Lance Bauerlein, Scott
18 Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce
19 Fogel, Tony Meti, and their ongoing business relationships with Donald Danks and Jonathan
20 Destler.

21 **SPECIAL INTERROGATORY NO. 21:**

22 IDENTIFY in as much detail as possible any and all opportunities for maximizing
23 potential shareholder value YOU provided to Daniel Solomita and/or Loop Holdings, Inc. (as
24 alleged in paragraph 13 of the COMPLAINT).

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

26 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
27 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
28 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,

1 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
2 responds as follows:

3 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
4 merger of, First American and Holdings by reviewing their respective capital and corporate
5 structures, identifying and analyzing the reverse merger or other business combination
6 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
7 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
8 the corporate vehicles by which Holdings could become a publicly traded and owned entity and
9 helped him raise capital. Furthermore, Responding Party initiated several business relationships
10 for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
11 merger involving First American Group and Holdings, which includes Lance Bauerlein, Scott
12 Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce
13 Fogel, Tony Meti, and their ongoing business relationships with Donald Danks and Jonathan
14 Destler.

15 **SPECIAL INTERROGATORY NO. 22:**

16 IDENTIFY in as much detail as possible any and all business relationships YOU
17 developed for Loop Holdings, Inc. (as alleged in paragraph 13 of the COMPLAINT).

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 22:**

19 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
20 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
21 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
22 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
23 responds as follows:

24 Responding Party initiated several business relationships for Defendant Daniel Solomita,
25 on behalf of himself and the surviving entity of the reverse merger involving First American
26 Group and Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael
27 Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their
28 ongoing business relationships with Donald Danks and Jonathan Destler.

1 **SPECIAL INTERROGATORY NO. 23:**

2 IDENTIFY in as much detail as possible any and all new business relationships YOU
3 initiated for Loop Holdings, Inc.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

5 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
6 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
7 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
8 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
9 responds as follows:

10 Responding Party initiated several business relationships for Defendant Daniel Solomita,
11 on behalf of himself and the surviving entity of the reverse merger involving First American
12 Group and Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael
13 Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their
14 ongoing business relationships with Donald Danks and Jonathan Destler.

15 **SPECIAL INTERROGATORY NO. 24:**

16 IDENTIFY in as much detail as possible any and all advice YOU provided to Daniel
17 Solomita and/or Loop Holdings, Inc. regarding business combination transactions and strategic
18 alliances (as alleged in paragraph 13 of the COMPLAINT).

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 24:**

20 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
21 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
22 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
23 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
24 responds as follows:

25 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
26 merger of, First American and Holdings by reviewing their respective capital and corporate
27 structures, identifying and analyzing the reverse merger or other business combination
28 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the

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1 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
2 the corporate vehicles by which Holdings could become a publicly traded and owned entity and
3 helped him raise capital. Furthermore, Responding Party initiated several business relationships
4 for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
5 merger involving First American Group and Holdings, which includes Lance Bauerlein, Scott
6 Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce
7 Fogel, Tony Meti, and their ongoing business relationships with Donald Danks and Jonathan
8 Destler.

9 **SPECIAL INTERROGATORY NO. 25:**

10 IDENTIFY in as much detail as possible any and all work and/or services YOU
11 performed or provided to facilitate a reverse merger between First American Group, Inc. and/or
12 Loop Industries, Inc., with Loop Holdings, Inc. and/or Daniel Solomita including, but not limited
13 to, your correspondence with the United States Securities and Exchange Commission.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 25:**

15 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
16 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
17 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
18 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
19 responds as follows:

20 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
21 merger of, First American and Holdings by reviewing their respective capital and corporate
22 structures, identifying and analyzing the reverse merger or other business combination
23 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
24 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
25 the corporate vehicles by which Holdings could become a publicly traded and owned entity and
26 helped him raise capital. Furthermore, Responding Party initiated several business relationships
27 for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
28 merger involving First American Group and Holdings, which includes Lance Bauerlein, Scott

1 Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce
2 Fogel, Tony Meti, and their ongoing business relationships with Donald Danks and Jonathan
3 Destler.

4 **SPECIAL INTERROGATORY NO. 26:**

5 IDENTIFY any and all DOCUMENTS YOU prepared, drafted, sent to, filed with, and/or
6 received from the United States Securities and Exchange Commission CONCERNING the work
7 and/or services YOU performed or provided under the alleged CONTRACT.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 26:**

9 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
10 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
11 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
12 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
13 grounds and to the extent that it seeks information protected from disclosure by the attorney-
14 client privilege and/or attorney work product doctrine. Subject to and without waiving said
15 objections, Responding Party responds as follows:

16 Responding Party will produce non-privileged, responsive documents.

17 **SPECIAL INTERROGATORY NO. 27:**

18 IDENTIFY in as much detail as possible any and all expenses YOU incurred
19 CONCERNING the work and/or services YOU performed or provided under the alleged
20 CONTRACT.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 27:**

22 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
23 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
24 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
25 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
26 responds as follows:

27 Responding Party will produce non-privileged, responsive documents.

28 ///

1 **SPECIAL INTERROGATORY NO. 28:**

2 IDENTIFY in as much detail as possible any and all trips and/or travel taken by YOU
3 CONCERNING the work and/or services YOU performed or provided under the alleged
4 CONTRACT including, but not limited to, the dates and length of travel, departure and
5 destination addresses, the purpose of the travel, and each and every PERSON traveling with you.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 28:**

7 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
8 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
9 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
10 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
11 responds as follows:

12 Responding Party traveled to Florida on at least three separate occasions for the purpose
13 of initiating business relationships on behalf of Defendant Daniel Solomita and the surviving
14 entity of the reverse merger involving First American Group and Holdings.

15 **SPECIAL INTERROGATORY NO. 29:**

16 For each of the 200 telephone conversations YOU allegedly had with Daniel Solomita
17 between August 2014 and December 2014 (as YOU alleged in paragraph 19 of the original
18 complaint YOU filed in this action), IDENTIFY in as much detail as possible everything stated
19 by each PERSON on the call.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 29:**

21 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
22 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
23 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
24 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
25 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
26 and without waiving said objections, Responding Party responds as follows:

27 The Complaint filed in this action indicates that Plaintiff Henry Lorin, not Responding
28 Party, engaged in approximately 200 telephone conversations wherein Plaintiff Henry Lorin

1 counseled Solomita about various operational and financial matters relating to Holdings.

2 **SPECIAL INTERROGATORY NO. 30:**

3 IDENTIFY each and every PERSON YOU introduced to Daniel Solomita, Loop
4 Holdings, Inc., Loop Industries, Inc., and/or First American Group, Inc. for the purpose of and/or
5 CONCERNING the investment of funds into Loop Holdings, Inc.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 30:**

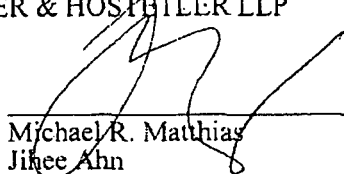
7 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
8 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
9 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
10 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
11 responds as follows:

12 Responding Party initiated several business relationships for Defendant Daniel Solomita,
13 on behalf of himself and the surviving entity of the reverse merger involving First American
14 Group and Holdings, which includes Lance Bauerlein, Scott Sieck, John Denzer, Michael
15 Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, and their
16 ongoing business relationships with Donald Danks and Jonathan Destler.

17
18 Dated: December 8, 2017

BAKER & HOSTETLER LLP

19
20 By:


Michael R. Matthias
Jihye Ahn
F. Lucas Paule

21
22 *Attorneys for Plaintiffs*
23 HENRY LORIN and PAUL M. CUGNO

24 611647931

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

EXHIBIT 104

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VERIFICATION

Henry Lorin, et al. v. Loop Industries, Inc., et al.
[LASC, Case No. BC648640]

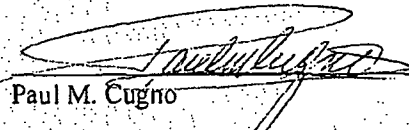
I, Paul M. Cugno, declare:

I am a party to this action.

I have read the foregoing PLAINTIFF PAUL M. CUGNO'S RESPONSES TO
DEFENDANT LOOP INDUSTRIES, INC.'S SPECIAL INTERROGATORIES, SET ONE
(the "Responses") and know the contents thereof. I am informed and believe and thereon allege
that the contents of the Responses are true.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed this 5th day of December, 2017 at HUDSON, QUEBEC, CANADA.


Paul M. Cugno

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PROOF OF SERVICE

Henry Lorin, et al. v. Loop Industries, Inc., et al.
[LASC Case No. BC648640]

I am employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard, Suite 1400, Los Angeles, CA 90025-0509. On December 8, 2017, I served a copy of the within document(s):

PLAINTIFF PAUL M. CUGNO'S RESPONSES TO DEFENDANT LOOP INDUSTRIES, INC.'S SPECIAL INTERROGATORIES, SET ONE

☒ **VIA U.S. MAIL.** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Aalok Sharma
Mark E. Gustafson
WHITE & CASTLE LLP
555 S. Flower St., Suite 2700
Los Angeles, CA 90071-2433
Telephone: (213) 620-7700
Facsimile: (213) 452-2329
Email: asharma@whitecase.com
Email: mgustafson@whitecase.com

Attorneys for Defendants
LOOP INDUSTRIES, INC.; LOOP
HOLDINGS, INC.; and DANIEL
SOLOMITA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 8, 2017, at Los Angeles, California.


Priscilla Markus

8102/20/90

Michael R. Matthias, SBN 57728
Jihee Ahn, SBN 292659
F. Lucas Paule, SBN 313282
BAKER & HOSTETLER LLP
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025-0509
Telephone: 310.820.8800
Facsimile: 310.820.8859
Emails: mmatthias@bakerlaw.com
jahn@bakerlaw.com
fpaule@bakerlaw.com

Attorneys for Plaintiffs
HENRY LORIN and PAUL M. CUGNO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

HENRY LORIN, an individual; and PAUL M.
CUGNO, an individual,

Plaintiffs,

v.

LOOP INDUSTRIES, INC., a Nevada
corporation, LOOP HOLDINGS, INC., a
Nevada corporation, and DANIEL
SOLOMITA, an individual,

Defendants.

Case No.: BC648640

[Honorable Gregory W. Alarcon, Dept. 36]

**PLAINTIFF PAUL CUGNO'S FURTHER
SUPPLEMENTAL RESPONSES TO
DEFENDANT LOOP INDUSTRIES,
INC.'S SPECIAL INTERROGATORIES,
SET ONE**

Date Action Filed: January 27, 2017
FAC Filed: February 7, 2017
Trial Date: June 20, 2018

1 **PROPOUNDING PARTY:** **Defendant LOOP INDUSTRIES, INC.**
2 **RESPONDING PARTY:** **Plaintiff PAUL CUGNO**
3 **SET NUMBER:** **ONE**

4 **PRELIMINARY STATEMENT**

5 Pursuant to Code of Civil Procedure § 2030.210, *et seq.*, Plaintiff Paul Cugno
6 ("Responding Party") hereby further supplements his responses to Defendant Loop Industries,
7 Inc.'s First Set of Special Interrogatories ("Interrogatories," and each, an "Interrogatory").
8 Responding Party's responses and objections fairly represent his position at this stage of
9 the litigation and are based upon the current state of discovery and investigation. Responding
10 Party's responses to the Interrogatories are made in a good faith effort to supply the factual
11 information requested and are as complete and accurate as present knowledge, information, and
12 belief allow. Discovery, investigation, and trial preparation are continuing. It is anticipated that
13 further discovery, legal research, and analysis will supply additional facts, add meaning to known
14 facts, as well as establishing entirely new factual and legal conclusions, all of which may lead to
15 substantial additions to, changes in and variations from the facts set forth in these responses.
16 Responding Party expressly reserves the right to amend, modify, supplement, clarify or further
17 explain these responses and objections at any time before the trial of this action. By so reserving
18 this right, Responding Party does not assume any obligations to supplement these responses.
19 Except for explicit facts admitted herein, no incidental or implied admission is intended thereby.
20 The fact that Responding Party has answered or objected to any Interrogatory or part thereof
21 should not be taken as an admission that Responding Party accepts or admits the existence of any
22 facts set forth or assumed by such Interrogatories. The fact that Responding Party has answered
23 part or all of any Interrogatory is not intended and shall not be construed as a waiver by
24 Responding Party of all or any part of any objection to that request. Nothing contained herein
25 shall be construed as an admission relevant to the existence or nonexistence of any fact. By
26 responding to any particular Interrogatory, Responding Party does not waive his right to seek
27 appropriate orders from the Court protecting documents and information relating to the subject
28 matter of the Interrogatory.

GENERAL OBJECTIONS

Responding Party objects to each Interrogatory on the following grounds:

1. Responding Party objects to each of the Interrogatories to the extent that it, or any of them, purports to seek disclosure of information that is not confined to the relevant issues in this case, is beyond the scope of the pleadings, is irrelevant to the subject matter of this action, or is not reasonably calculated to lead to discovery of admissible evidence.

2. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is overbroad, unduly burdensome, oppressive, beyond the date of the commencement of this action or otherwise not properly limited to the relevant time period governing this action.

3. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is vague, ambiguous, unintelligible or unclear; Responding Party reserves the right to assert specific objections in the event the Interrogatories are clarified.

4. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, seeks disclosure of information that (1) is protected by the attorney-client privilege, (2) constitutes attorney work product, (3) was prepared in anticipation of litigation, or (4) is otherwise privileged or exempt from disclosure. Responding Party therefore construes each Interrogatory as seeking only such information as is not subject to the protection of these privileges. Any inadvertent identification or production of such documents or information shall not result in a waiver of these privileges.

5. Responding Party objects to each of these Interrogatories on the grounds and to the extent that it, or any of them, purports to seek disclosure of information that is confidential, is proprietary, constitutes trade secrets, and/or is protected by the right of privacy guaranteed by applicable state and federal law, the California Constitution, and the United States Constitution. Such information will only be produced pursuant to a protective order entered by the Court.

Responding Party reserves all objections or other questions as to competency, relevance, materiality, propriety, privilege, or admissibility and any other objection that would require the exclusion of any of the information provided herein at trial, or at any hearing or other proceeding

1 in this matter. Each of the foregoing objections is incorporated into Responding Party's response
2 to each Interrogatory set forth below.

3 **RESPONSES TO SPECIAL INTERROGATORIES**

4 **SPECIAL INTERROGATORY NO. 17:**

5 For each date on which YOU worked in performance of YOUR obligations under the
6 alleged CONTRACT, IDENTIFY in as much detail as possible, by date and time in tenth of an
7 hour increments, the work YOU performed in furtherance of such obligations.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

9 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
10 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
11 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
12 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
13 grounds that it is vague and ambiguous in its use of the terms "performance," "obligations," and
14 "work." Subject to and without waiving said objections, Responding Party responds as follows:

15 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
16 merger of, First American and Holdings by reviewing their respective capital and corporate
17 structures, identifying and analyzing the reverse merger or other business combination
18 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
19 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
20 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

21 Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business
22 relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
23 reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—
24 a close friend of Responding Party whom he had done business with in the past—Scott Sieck,
25 John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel,
26 Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and
27 Jonathan Destler. On or about January 20, 2015, Responding Party traveled to Florida with
28 Daniel Solomita to introduce Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin.

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1 On or about February 27, 2015, Responding Party met with Tony Meti with the goal of raising
2 funds for Loop Industries, Inc. On or about April 7, 2015, Responding Party also introduced Mr.
3 Solomita to Bruce Fogel who Mr. Solomita and Mr. Danks went on to visit in Florida. On or
4 about April 13, 2015, Responding Party again traveled to Florida to meet with Norman
5 Olshanksy, Bob Gartzman, and Harold Sahlem with the goal of raising funds for Loop Industries,
6 Inc.

7 Responding Party reserves his right to further supplement this response.

9 Dated: February 1, 2018

BAKER & HOSTETLER LLP

By:

Michael R. Matthias
Jihee Ahn
F. Lucas Paule

Attorneys for Plaintiffs
HENRY LORIN and PAUL CUGNO

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

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VERIFICATION TO FOLLOW UNDER SEPARATE COVER

1 PROOF OF SERVICE

2 *Henry Lorin, et al. v. Loop Industries, Inc., et al.*
3 [LASC Case No. BC648640]

4 I, Priscilla Markus, declare:

5 I am employed in Los Angeles County, California. I am over the age of eighteen years
6 and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard,
7 Suite 1400, Los Angeles, CA 90025-0509. On February 1, 2018, I served a copy of the within
8 document(s):

9 **PLAINTIFF PAUL CUGNO'S FURTHER SUPPLEMENTAL RESPONSES TO**
10 **DEFENDANT LOOP INDUSTRIES, INC.'S SPECIAL INTERROGATORIES, SET ONE**

11 ☒ **VIA U.S. MAIL.** by placing the document(s) listed above in a sealed envelope with postage
12 thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth
13 below: I am readily familiar with the firm's practice of collection and processing
14 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
15 Service on that same day with postage thereon fully prepaid in the ordinary course of
16 business. I am aware that on motion of the party served, service is presumed invalid if postal
17 cancellation date or postage meter date is more than one day after date of deposit for mailing
18 in affidavit.

19 Aalok Sharma
20 Mark E. Gustafson
21 **WHITE & CASTLE LLP**
22 555 S. Flower St., Suite 2700
23 Los Angeles, CA 90071-2433
24 Telephone: (213) 620-7700
25 Facsimile: (213) 452-2329
26 Email: asharma@whitecase.com
27 Email: mgustafson@whitecase.com

Attorneys for Defendants
LOOP INDUSTRIES, INC.; LOOP
HOLDINGS, INC.; and DANIEL
SOLOMITA

28 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed on February 1, 2018, at Los Angeles, California.


Priscilla Markus

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

0107170790

06/02/2018

1 Michael R. Matthias, SBN 57728
Jihee Ahn, SBN 292659
2 F. Lucas Paule, SBN 313282
BAKER & HOSTETLER LLP
3 11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025-0509
4 Telephone: 310.820.8800
Facsimile: 310.820.8859
5 Emails: mmatthias@bakerlaw.com
jahn@bakerlaw.com

6 *Attorneys for Plaintiffs*
7 HENRY LORIN and PAUL M. CUGNO

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11
12 HENRY LORIN, an individual; and PAUL M.
CUGNO, an individual,

13 Plaintiffs,

14 v.

15 LOOP INDUSTRIES, INC., a Nevada
16 corporation, LOOP HOLDINGS, INC., a
Nevada corporation, and DANIEL
17 SOLOMITA, an individual,

18 Defendants.
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Case No.: BC648640

[Honorable Gregory W. Alarcon, Dept. 36]

**PLAINTIFF PAUL M. CUGNO'S
RESPONSES TO DEFENDANT DANIEL
SOLOMITA'S REQUESTS FOR
ADMISSION, SET ONE**

Date Action Filed: January 27, 2017
FAC Filed: February 7, 2017
Trial Date: June 20, 2018

1 PROPOUNDING PARTY: Defendant DANIEL SOLOMITA
2 RESPONDING PARTY: Plaintiff PAUL M. CUGNO
3 SET NUMBER: ONE

4 **PRELIMINARY STATEMENT**

5 Pursuant to Code of Civil Procedure § 2033.010, *et seq.*, Plaintiff Paul M. Cugno
6 ("Responding Party") hereby responds to Defendant Daniel Solomita's ("Propounding Party")
7 First Set of Request for Admission ("Request," and each, a "Request") served on it by the above-
8 captioned Defendant.

9 All responses that follow are made subject to this preliminary statement. The responses
10 appearing below are made subject to and without waiver of (1) all questions as to the
11 admissibility as evidence of the response made, any documents produced or to which reference is
12 made or the subject matter of such documents; (2) the right to object to other discovery directed
13 to the subject matter of the requests or the responses; and (3) the right to make additional
14 objections or seek protective orders.

15 **GENERAL OBJECTIONS**

16 1. Responding Party responds to these Requests with respect to the information and
17 documentation that Defendant has been able to discover to date. Responding Party asserts that its
18 discovery is ongoing and therefore reserves its right to supplement and modify its responses
19 should further information or/and documentation come into Responding Party's possession, or be
20 discovered, as this action progresses.

21 2. Responding Party objects to each individual Request on the grounds and to the
22 extent that each Request seeks discovery of information that is neither relevant nor reasonably
23 calculated to lead to the discovery of admissible evidence.

24 3. By setting forth specific objections below, Responding Party is not waiving any of
25 the objections set forth above. Furthermore, the specification of certain general objections in
26 responding to certain Requests is for explanatory purposes only and is not intended to imply a
27 waiver of the general objections in those instances in which they are not specifically mentioned.

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1 The Preliminary Statement and General Objections above are incorporated by reference
2 into each of the responses set forth below.

3 **RESPONSES TO REQUESTS FOR ADMISSION**

4 **REQUEST FOR ADMISSION NO. 1:**

5 Admit that YOU entered into the alleged CONTRACT in the State of New York.

6 **RESPONSE TO REQUEST FOR ADMISSION NO. 1:**

7 Admit.

8 **REQUEST FOR ADMISSION NO. 2:**

9 Admit that YOU agreed to perform YOUR purported obligations under the alleged
10 CONTRACT in the State of New York.

11 **RESPONSE TO REQUEST FOR ADMISSION NO. 2:**

12 Responding Party further objects to this Request on the grounds and to the extent that it is
13 vague and ambiguous in its use of the term "obligations." Subject to and without waiving said
14 objections, Responding Party responds as follows:

15 Deny.

16 **REQUEST FOR ADMISSION NO. 3:**

17 Admit that YOU agreed to perform YOUR purported obligations under the alleged
18 CONTRACT in the State of California.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 3:**

20 Responding Party further objects to this Request on the grounds and to the extent that it is
21 vague and ambiguous in its use of the term "obligations." Subject to and without waiving said
22 objections, Responding Party responds as follows:

23 Deny.

24 **REQUEST FOR ADMISSION NO. 4:**

25 Admit that YOU did not perform any of YOUR purported obligations under the alleged
26 CONTRACT under, on behalf of, or as an agent of any entity, firm, association, organization,
27 partnership, trust, corporation, or fictitious business name.

28 ///

RESPONSE TO REQUEST FOR ADMISSION NO. 4:

Responding Party further objects to this Request on the grounds and to the extent that it is vague and ambiguous in its use of the term "obligations." Subject to and without waiving said objections, Responding Party responds as follows:

Deny.

REQUEST FOR ADMISSION NO. 5:

Admit that the terms of the alleged CONTRACT required YOU to provide services as a BROKER.

RESPONSE TO REQUEST FOR ADMISSION NO. 5:

Deny.

REQUEST FOR ADMISSION NO. 6:

Admit that the terms of the alleged CONTRACT required YOU to provide services as a DEALER.

RESPONSE TO REQUEST FOR ADMISSION NO. 6:

Deny.

REQUEST FOR ADMISSION NO. 7:

Admit that the terms of the alleged CONTRACT required YOU to provide services as a BROKER-DEALER.

RESPONSE TO REQUEST FOR ADMISSION NO. 7:

Deny.

REQUEST FOR ADMISSION NO. 8:

Admit that the terms of the alleged CONTRACT required YOU to provide services as an ASSOCIATED PERSON OF A BROKER OR DEALER.

RESPONSE TO REQUEST FOR ADMISSION NO. 8:

Deny.

REQUEST FOR ADMISSION NO. 9:

Admit that the terms of the alleged CONTRACT required YOU to provide services as an INVESTMENT ADVISER.

RESPONSE TO REQUEST FOR ADMISSION NO. 9:

Deny.

REQUEST FOR ADMISSION NO. 10:

Admit that the terms of the alleged CONTRACT required YOU to provide services as an ASSOCIATED PERSON OF AN INVESTMENT ADVISER.

RESPONSE TO REQUEST FOR ADMISSION NO. 10:

Deny.

REQUEST FOR ADMISSION NO. 11:

Admit that the terms of the alleged CONTRACT required YOU to provide services as an EXEMPT AGENT.

RESPONSE TO REQUEST FOR ADMISSION NO. 11:

Deny.

REQUEST FOR ADMISSION NO. 12:

Admit that the terms of the alleged CONTRACT required YOU to provide services as a NON-EXEMPT AGENT.

RESPONSE TO REQUEST FOR ADMISSION NO. 12:

Deny.

REQUEST FOR ADMISSION NO. 13:

Admit that the terms of the alleged CONTRACT required YOU to provide services as a PRINCIPAL.

RESPONSE TO REQUEST FOR ADMISSION NO. 13:

Deny.

REQUEST FOR ADMISSION NO. 14:

Admit that the terms of the alleged CONTRACT required YOU to provide services as a SALESMAN.

RESPONSE TO REQUEST FOR ADMISSION NO. 14:

Deny.

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REQUEST FOR ADMISSION NO. 15:

Admit that you provided services under the alleged CONTRACT as a BROKER.

RESPONSE TO REQUEST FOR ADMISSION NO. 15:

Deny.

REQUEST FOR ADMISSION NO. 16:

Admit that you provided services under the alleged CONTRACT as a DEALER.

RESPONSE TO REQUEST FOR ADMISSION NO. 16:

Deny.

REQUEST FOR ADMISSION NO. 17:

Admit that you provided services under the alleged CONTRACT as a BROKER-
DEALER.

RESPONSE TO REQUEST FOR ADMISSION NO. 17:

Deny.

REQUEST FOR ADMISSION NO. 18:

Admit that you provided services under the alleged CONTRACT as an ASSOCIATED
PERSON OF A BROKER OR DEALER.

RESPONSE TO REQUEST FOR ADMISSION NO. 18:

Deny.

REQUEST FOR ADMISSION NO. 19:

Admit that you provided services under the alleged CONTRACT as an INVESTMENT
ADVISER.

RESPONSE TO REQUEST FOR ADMISSION NO. 19:

Deny.

REQUEST FOR ADMISSION NO. 20:

Admit that you provided services under the alleged CONTRACT as an ASSOCIATED
PERSON OF AN INVESTMENT ADVISER.

RESPONSE TO REQUEST FOR ADMISSION NO. 20:

Deny.

1 **REQUEST FOR ADMISSION NO. 21:**

2 Admit that you provided services under the alleged CONTRACT as an EXEMPT
3 AGENT.

4 **RESPONSE TO REQUEST FOR ADMISSION NO. 21:**

5 Deny.

6 **REQUEST FOR ADMISSION NO. 22:**

7 Admit that you provided services under the alleged CONTRACT as a NON-EXEMPT
8 AGENT.

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 22:**

10 Deny.

11 **REQUEST FOR ADMISSION NO. 23:**

12 Admit that you provided services under the alleged CONTRACT as a PRINCIPAL

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 23:**

14 Deny.

15 **REQUEST FOR ADMISSION NO. 24:**

16 Admit that you provided services under the alleged CONTRACT as a SALESMAN.

17 **RESPONSE TO REQUEST FOR ADMISSION NO. 24:**

18 Deny.

19 **REQUEST FOR ADMISSION NO. 25:**

20 Admit that YOU were not registered as a BROKER with the United States Securities and
21 Exchange Commission at the time YOU performed your obligations under the alleged
22 CONTRACT.

23 **RESPONSE TO REQUEST FOR ADMISSION NO. 25:**

24 Admit.

25 **REQUEST FOR ADMISSION NO. 26:**

26 Admit that YOU were not registered as a DEALER with the United States Securities and
27 Exchange Commission at the time YOU performed your obligations under the alleged
28 CONTRACT.

RESPONSE TO REQUEST FOR ADMISSION NO. 26:

Admit.

REQUEST FOR ADMISSION NO. 27:

Admit that YOU were not registered as an INVESTMENT ADVISER with the United States Securities and Exchange Commission at the time YOU performed your obligations under the alleged CONTRACT.

RESPONSE TO REQUEST FOR ADMISSION NO. 27:

Admit.

REQUEST FOR ADMISSION NO. 28:

Admit that YOU were not registered with the Securities Investor Protection Corporation (SIPC) at the time YOU performed your obligations under the alleged CONTRACT.

RESPONSE TO REQUEST FOR ADMISSION NO. 28:

Admit.

REQUEST FOR ADMISSION NO. 29:

Admit that YOU were not registered with the Financial Industry Regulatory Authority (FINRA) at the time YOU performed your obligations under the alleged CONTRACT.

RESPONSE TO REQUEST FOR ADMISSION NO. 29:

Admit.

REQUEST FOR ADMISSION NO. 30:

Admit that YOU were not registered with the National Association of Securities Dealers (NASD) at the time YOU performed your obligations under the alleged CONTRACT.

RESPONSE TO REQUEST FOR ADMISSION NO. 30:

Admit.

REQUEST FOR ADMISSION NO. 31:

Admit that YOU were not registered with the Financial Industry Regulatory Authority's Central Registration Depository (CRD) at the time YOU performed your obligations under the alleged CONTRACT.

///

1 **RESPONSE TO REQUEST FOR ADMISSION NO. 31:**

2 Admit.

3 **REQUEST FOR ADMISSION NO. 32:**

4 Admit that YOU were not registered with the Financial Industry Regulatory Authority's
5 Investment Adviser Registration Depository (IARD) at the time YOU performed your obligations
6 under the alleged CONTRACT.

7 **RESPONSE TO REQUEST FOR ADMISSION NO. 32:**

8 Admit.

9 **REQUEST FOR ADMISSION NO. 33:**

10 Admit that YOU were not registered with the North American Securities Administrators
11 Association (NASAA) at the time YOU performed your obligations under the alleged
12 CONTRACT.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 33:**

14 Admit.

15 **REQUEST FOR ADMISSION NO. 34:**

16 Admit that you were not licensed as a BROKER-DEALER with the California
17 Department of Business Oversight at the time YOU performed your obligations under the alleged
18 CONTRACT.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 34:**

20 Admit.

21 **REQUEST FOR ADMISSION NO. 35:**

22 Admit that you were not licensed as an INVESTMENT ADVISER with the California
23 Department of Business Oversight at the time YOU performed your obligations under the alleged
24 CONTRACT.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 35:**

26 Admit.

27 **REQUEST FOR ADMISSION NO. 36:**

28 Admit that you were not licensed as a NON-EXEMPT AGENT with the California

1 Department of Business Oversight at the time YOU performed your obligations under the alleged
2 CONTRACT.

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 36:**

4 Admit.

5 **REQUEST FOR ADMISSION NO. 37:**

6 Admit that YOU were not registered as a BROKER with the New York State Office of the
7 Attorney General at the time YOU performed your obligations under the alleged CONTRACT.

8 **RESPONSE TO REQUEST FOR ADMISSION NO. 37:**

9 Admit.

10 **REQUEST FOR ADMISSION NO. 38:**

11 Admit that YOU were not registered as a DEALER with the New York State Office of the
12 Attorney General at the time YOU performed your obligations under the alleged CONTRACT.

13 **RESPONSE TO REQUEST FOR ADMISSION NO. 38:**

14 Admit.

15 **REQUEST FOR ADMISSION NO. 39:**

16 Admit that YOU were not registered as a PRINCIPAL with the New York State Office of
17 the Attorney General at the time YOU performed your obligations under the alleged

18 CONTRACT.

19 **RESPONSE TO REQUEST FOR ADMISSION NO. 39:**

20 Admit.

21 **REQUEST FOR ADMISSION NO. 40:**

22 Admit that YOU were not registered as a SALESMAN with the New York State Office of
23 the Attorney General at the time YOU performed your obligations under the alleged

24 CONTRACT.

25 **RESPONSE TO REQUEST FOR ADMISSION NO. 40:**

26 Admit.

27 **REQUEST FOR ADMISSION NO. 41:**

28 Admit that YOU did not introduce Daniel Solomita to any PERSON who invested funds

1 in Loop Holdings, Inc. during its 2015 private placement (as alleged in paragraphs 20, 21, and 22
2 of the original complaint YOU filed in this action).

3 **RESPONSE TO REQUEST FOR ADMISSION NO. 41:**

4 Deny.

5 **REQUEST FOR ADMISSION NO. 42:**

6 Admit that YOU did not introduce Donald Danks to any PERSON who invested funds in
7 Loop Holdings, Inc. during its 2015 private placement (as alleged in paragraphs 20, 21, and 22 of
8 the original complaint YOU filed in this action).

9 **RESPONSE TO REQUEST FOR ADMISSION NO. 42:**

10 Deny.

11 **REQUEST FOR ADMISSION NO. 43:**

12 Admit that YOU did not introduce Jonathan Destler to any PERSON who invested funds
13 in Loop Holdings, Inc. during its 2015 private placement (as alleged in paragraphs 20, 21, and 22
14 of the original complaint YOU filed in this action).

15 **RESPONSE TO REQUEST FOR ADMISSION NO. 43:**

16 Deny.

17
18 Dated: February 6, 2018

BAKER & HOSTETLER LLP

19
20 By: 

Michael R. Matthias
Jihee Ahn
F. Lucas Paule

21
22 *Attorneys for Plaintiffs*
HENRY LORIN and PAUL CUGNO
23
24
25
26
27
28

VERIFICATION

Henry Lorin, et al. v. Loop Industries, Inc., et al.
[LASC, Case No. BC648640]

I, Paul M. Cugno, declare:


I am a party to this action.

I have read the foregoing **PLAINTIFF PAUL M. CUGNO'S RESPONSES TO DEFENDANT DANIEL SOLOMITA'S REQUESTS FOR ADMISSION, SET ONE** (the "Responses") and know the contents thereof. I am informed and believe and thereon allege that the contents of the Responses are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 6th day of February 2018 at

Musson, Quebec


Paul M. Cugno

VERIFICATION

PROOF OF SERVICE

Henry Lorin, et al. v. Loop Industries, Inc., et al.
[LASC Case No. BC648640]

I, Priscilla Markus, declare:

I am employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard, Suite 1400, Los Angeles, CA 90025-0509. On February 6, 2018, I served a copy of the within document(s):

PLAINTIFF PAUL M. CUGNO'S RESPONSES TO DEFENDANT DANIEL SOLOMITA'S REQUESTS FOR ADMISSION, SET ONE

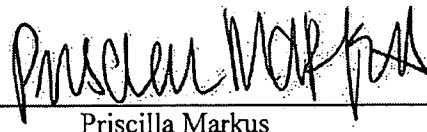
☒ **VIA U.S. MAIL.** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Aalok Sharma
Mark E. Gustafson
WHITE & CASTLE LLP
555 S. Flower St., Suite 2700
Los Angeles, CA 90071-2433
Telephone: (213) 620-7700
Facsimile: (213) 452-2329
Email: asharma@whitecase.com
Email: mgustafson@whitecase.com

Attorneys for Defendants
LOOP INDUSTRIES, INC.; LOOP HOLDINGS, INC.; and DANIEL SOLOMITA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 6, 2018, at Los Angeles, California.



Priscilla Markus

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1 Michael R. Matthias, SBN 57728
2 Jihee Ahn, SBN 292659
3 F. Lucas Paule, SBN 313282
4 **BAKER & HOSTETLER LLP**
5 11601 Wilshire Boulevard, Suite 1400
6 Los Angeles, CA 90025-0509
7 Telephone: 310.820.8800
8 Facsimile: 310.820.8859
9 Emails: mmatthias@bakerlaw.com
10 jahn@bakerlaw.com

11 *Attorneys for Plaintiffs*
12 HENRY LORIN and PAUL M. CUGNO

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15 HENRY LORIN, an individual; and PAUL M.
16 CUGNO, an individual,

17 Plaintiffs,

18 v.

19 LOOP INDUSTRIES, INC., a Nevada
20 corporation, LOOP HOLDINGS, INC., a
21 Nevada corporation, and DANIEL
22 SOLOMITA, an individual,

23 Defendants.

Case No.: BC648640

[Honorable Gregory W. Alarcon, Dept. 36]

**PLAINTIFF PAUL M. CUGNO'S
RESPONSES TO DEFENDANT DANIEL
SOLOMITA'S SPECIAL
INTERROGATORIES, SET ONE**

Date Action Filed: January 27, 2017

FAC Filed: February 7, 2017

Trial Date: June 20, 2018

1 PROPOUNDING PARTY: Defendant DANIEL SOLOMITA

2 RESPONDING PARTY: Plaintiff PAUL M. CUGNO

3 SET NUMBER: ONE

4 PRELIMINARY STATEMENT

5 Pursuant to Code of Civil Procedure § 2030.210, *et seq.*, Plaintiff Paul Cugno
6 ("Responding Party") hereby responds to Defendant Daniel Solomita's First Set of Special
7 Interrogatories ("Interrogatories," and each, an "Interrogatory").

8 Responding Party's responses and objections fairly represent his position at this stage of
9 the litigation and are based upon the current state of discovery and investigation. Responding
10 Party's responses to the Interrogatories are made in a good faith effort to supply the factual
11 information requested and are as complete and accurate as present knowledge, information, and
12 belief allow. Discovery, investigation, and trial preparation are continuing. It is anticipated that
13 further discovery, legal research, and analysis will supply additional facts, add meaning to known
14 facts, as well as establishing entirely new factual and legal conclusions, all of which may lead to
15 substantial additions to, changes in and variations from the facts set forth in these responses.
16 Responding Party expressly reserves the right to amend, modify, supplement, clarify or further
17 explain these responses and objections at any time before the trial of this action. By so reserving
18 this right, Responding Party does not assume any obligations to supplement these responses.
19 Except for explicit facts admitted herein, no incidental or implied admission is intended thereby.
20 The fact that Responding Party has answered or objected to any Interrogatory or part thereof
21 should not be taken as an admission that Responding Party accepts or admits the existence of any
22 facts set forth or assumed by such Interrogatories. The fact that Responding Party has answered
23 part or all of any Interrogatory is not intended and shall not be construed as a waiver by
24 Responding Party of all or any part of any objection to that request. Nothing contained herein
25 shall be construed as an admission relevant to the existence or nonexistence of any fact. By
26 responding to any particular Interrogatory, Responding Party does not waive his right to seek
27 appropriate orders from the Court protecting documents and information relating to the subject
28 matter of the Interrogatory.

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GENERAL OBJECTIONS

Responding Party objects to each Interrogatory on the following grounds:

1. Responding Party objects to each of the Interrogatories to the extent that it, or any of them, purports to seek disclosure of information that is not confined to the relevant issues in this case, is beyond the scope of the pleadings, is irrelevant to the subject matter of this action, or is not reasonably calculated to lead to discovery of admissible evidence.

2. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is overbroad, unduly burdensome, oppressive, beyond the date of the commencement of this action or otherwise not properly limited to the relevant time period governing this action.

3. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is vague, ambiguous, unintelligible or unclear; Responding Party reserves the right to assert specific objections in the event the Interrogatories are clarified.

4. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, seeks disclosure of information that (1) is protected by the attorney-client privilege, (2) constitutes attorney work product, (3) was prepared in anticipation of litigation, or (4) is otherwise privileged or exempt from disclosure. Responding Party therefore construes each Interrogatory as seeking only such information as is not subject to the protection of these privileges. Any inadvertent identification or production of such documents or information shall not result in a waiver of these privileges.

5. Responding Party objects to each of these Interrogatories on the grounds and to the extent that it, or any of them, purports to seek disclosure of information that is confidential, is proprietary, constitutes trade secrets, and/or is protected by the right of privacy guaranteed by applicable state and federal law, the California Constitution, and the United States Constitution. Such information will only be produced pursuant to a protective order entered by the Court.

Responding Party reserves all objections or other questions as to competency, relevance, materiality, propriety, privilege, or admissibility and any other objection that would require the exclusion of any of the information provided herein at trial, or at any hearing or other proceeding

1 in this matter. Each of the foregoing objections is incorporated into Responding Party's response
2 to each Interrogatory set forth below.

3 **RESPONSES TO SPECIAL INTERROGATORIES**

4 **SPECIAL INTERROGATORY NO. 1:**

5 IDENTIFY in as much detail as possible *where* YOU agreed to perform your contractual
6 obligations under the alleged CONTRACT.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

8 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
9 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
10 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
11 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
12 grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and
13 "obligations." Subject to and without waiving said objections, Responding Party responds as
14 follows:

15 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
16 New York, NY 10016, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler,
17 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
18 merger involving First American and Holdings, entered into an oral contract as follows:
19 Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their
20 collective proposal for services, including, but not limited to, advising on and facilitating the
21 reverse merger of First American and Holdings; identifying the financing options available to
22 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
23 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
24 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
25 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
26 Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective
27 obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler
28 promised to immediately begin performance of their respective obligations under the proposal,

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1 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
2 shares of First American, at \$.008 per share.

3 **SPECIAL INTERROGATORY NO. 2:**

4 IDENTIFY in as much detail as possible any and all work and/or services that YOU
5 performed or provided in the State of New York under the alleged CONTRACT.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

7 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
8 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
9 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
10 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
11 grounds and to the extent that it is vague and ambiguous in its use of the terms "performed,"
12 "provided," "work," and "services." Subject to and without waiving said objections, Responding
13 Party responds as follows:

14 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
15 merger of, First American and Holdings by reviewing their respective capital and corporate
16 structures, identifying and analyzing the reverse merger or other business combination
17 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
18 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
19 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

20 Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business
21 relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
22 reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—
23 a close friend of Responding Party whom he had done business with in the past—Scott Sieck,
24 John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel,
25 Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and
26 Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein.
27 Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or
28 about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce

1 Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015,
2 Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On
3 or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr.
4 Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding
5 Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold
6 Sahlem with the goal of raising funds for Loop Industries, Inc.

7 **SPECIAL INTERROGATORY NO. 3:**

8 IDENTIFY in as much detail as possible any and all work and/or services that YOU
9 performed or provided in the State of California under the alleged CONTRACT.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

11 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
12 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
13 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
14 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
15 grounds and to the extent that it is vague and ambiguous in its use of the terms "performed,"
16 "provided," "work," and "services." Subject to and without waiving said objections, Responding
17 Party responds as follows:

18 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
19 merger of, First American and Holdings by reviewing their respective capital and corporate
20 structures, identifying and analyzing the reverse merger or other business combination
21 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
22 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
23 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

24 Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business
25 relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
26 reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—
27 a close friend of Responding Party whom he had done business with in the past—Scott Sieck,
28 John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel,

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1 Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and
2 Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein.
3 Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or
4 about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce
5 Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015,
6 Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On
7 or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr.
8 Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding
9 Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold
10 Sahlem with the goal of raising funds for Loop Industries, Inc.

11 **SPECIAL INTERROGATORY NO. 4:**

12 IDENTIFY in as much detail as possible any and all work and/or services that YOU
13 performed in Canada under the alleged CONTRACT.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

15 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
16 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
17 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
18 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
19 grounds and to the extent that it is vague and ambiguous in its use of the terms "performed,"
20 "provided," "work," and "services." Subject to and without waiving said objections, Responding
21 Party responds as follows:

22 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
23 merger of, First American and Holdings by reviewing their respective capital and corporate
24 structures, identifying and analyzing the reverse merger or other business combination
25 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
26 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
27 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

28 Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business

relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—a close friend of Responding Party whom he had done business with in the past—Scott Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein. Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015, Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr. Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold Sahlem with the goal of raising funds for Loop Industries, Inc.

SPECIAL INTERROGATORY NO. 5:

IDENTIFY in as much detail as possible any and all work and/or services that YOU performed outside of the United States under the alleged CONTRACT.

RESPONSE TO SPECIAL INTERROGATORY NO. 5:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the terms "performed," "provided," "work," and "services." Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse merger of, First American and Holdings by reviewing their respective capital and corporate structures, identifying and analyzing the reverse merger or other business combination

1 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
2 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
3 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

4 Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business
5 relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
6 reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—
7 a close friend of Responding Party whom he had done business with in the past—Scott Sieck,
8 John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel,
9 Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and
10 Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein.
11 Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or
12 about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce
13 Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015,
14 Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On
15 or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr.
16 Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding
17 Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold
18 Sahlem with the goal of raising funds for Loop Industries, Inc.

19 **SPECIAL INTERROGATORY NO. 6:**

20 IDENTIFY all entities, firms, associations, organizations, partnerships, trusts,
21 corporations, and business names under which or on behalf of which YOU performed YOUR
22 purported contractual obligations under the alleged CONTRACT.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

24 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
25 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
26 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
27 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
28 grounds and to the extent that it is vague and ambiguous in its use of the terms "performed" and

1 "obligations." Subject to and without waiving said objections, Responding Party responds as
2 follows:

3 Daniel Solomita, Loop Holdings, Inc., Loop Industries, Inc., and First American Group,
4 Inc.

5 **SPECIAL INTERROGATORY NO. 7:**

6 IDENTIFY any and all DOCUMENTS CONCERNING each and every entity, firm,
7 association, organization, partnership, trust, corporation, and business name under which or on
8 behalf of which YOU performed YOUR purported contractual obligations under the alleged
9 CONTRACT.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

11 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
12 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
13 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
14 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
15 grounds and to the extent that it seeks information protected from disclosure by the attorney-
16 client privilege and/or attorney work product doctrine. Subject to and without waiving said
17 objections, Responding Party responds as follows:

18 Responding Party will produce non-privileged, responsive documents.

19 **SPECIAL INTERROGATORY NO. 8:**

20 IDENTIFY in as much detail as possible each and every agreement that YOU reached
21 with Donald Danks CONCERNING any of the shares discussed in the COMPLAINT that YOU
22 were allegedly entitled to, including the date on which the agreement was made, the words used
23 to make it, and any PERSONS who personally witnessed its making.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

25 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
26 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
27 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
28 and oppress Responding Party. Responding Party further objects to this Interrogatory on the

1 grounds and to the extent that it is vague and ambiguous in its use of the term "used" and "make
2 it." Subject to and without waiving said objections, Responding Party responds as follows:

3 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
4 New York, NY 10016, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler,
5 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
6 merger involving First American and Holdings, entered into an oral contract as follows:

7 Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their
8 collective proposal for services, including, but not limited to, advising on and facilitating the
9 reverse merger of First American and Holdings; identifying the financing options available to
10 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
11 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
12 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
13 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
14 Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective
15 obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler
16 promised to immediately begin performance of their respective obligations under the proposal,
17 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
18 shares of First American, at \$.008 per share.

19 **SPECIAL INTERROGATORY NO. 9:**

20 IDENTIFY each of the parties to the agreement(s) referenced in Interrogatory No. 8.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

22 Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and Defendant
23 Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving
24 First American and Holdings.

25 **SPECIAL INTERROGATORY NO. 10:**

26 IDENTIFY any and all DOCUMENTS CONCERNING the agreement(s) referenced in
27 Interrogatory No. 8.

28 ///

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

2 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
3 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
4 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
5 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
6 grounds and to the extent that it seeks information protected from disclosure by the attorney-
7 client privilege and/or attorney work product doctrine. Subject to and without waiving said
8 objections, Responding Party responds as follows:

9 Responding Party will produce non-privileged, responsive documents.

10 **SPECIAL INTERROGATORY NO. 11:**

11 IDENTIFY in as much detail as possible every action that YOU took to perform each and
12 every one of YOUR obligations under the agreement(s) referenced in Interrogatory No. 8,
13 including the date of such action and every PERSON who personally witnessed the action.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

15 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
16 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
17 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
18 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
19 grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and
20 "obligations." Subject to and without waiving said objections, Responding Party responds as
21 follows:

22 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
23 merger of, First American and Holdings by reviewing their respective capital and corporate
24 structures, identifying and analyzing the reverse merger or other business combination
25 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
26 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
27 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

28 Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business

relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—a close friend of Responding Party whom he had done business with in the past—Scott Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein. Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015, Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr. Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold Sahlem with the goal of raising funds for Loop Industries, Inc.

SPECIAL INTERROGATORY NO. 12:

IDENTIFY any and all DOCUMENTS CONCERNING each and every action that YOU took to perform each of YOUR obligations under the agreement(s) referenced in Interrogatory No. 8.

RESPONSE TO SPECIAL INTERROGATORY NO. 12:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party will produce non-privileged, responsive documents.

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1 **SPECIAL INTERROGATORY NO. 13:**

2 IDENTIFY in as much detail as possible each and every agreement that YOU reached
3 with Donald Danks CONCERNING YOUR compensation for any of the services that YOU
4 allege to have provided in the COMPLAINT and/or that YOU allege to have performed under the
5 alleged CONTRACT, including the date on which the agreement was made, the words used to
6 make it, and any PERSONS who personally witnessed its making.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

8 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
9 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
10 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
11 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
12 grounds and to the extent that it is vague and ambiguous in its use of the term "services,"
13 "compensation," "provided," "performed," "used," and "make it." Responding Party further
14 objects to this Request on the grounds and to the extent that it is duplicative of prior requests in
15 this action. Subject to and without waiving said objections, Responding Party responds as
16 follows:

17 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
18 New York, NY 10016, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler,
19 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
20 merger involving First American and Holdings, entered into an oral contract as follows:
21 Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their
22 collective proposal for services, including, but not limited to, advising on and facilitating the
23 reverse merger of First American and Holdings; identifying the financing options available to
24 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
25 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
26 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
27 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
28 Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective

obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler promised to immediately begin performance of their respective obligations under the proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at \$.008 per share.

SPECIAL INTERROGATORY NO. 14:

IDENTIFY each of the parties to the agreement(s) referenced in Interrogatory No. 13.

RESPONSE TO SPECIAL INTERROGATORY NO. 14:

Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American and Holdings.

SPECIAL INTERROGATORY NO. 15:

IDENTIFY any and all DOCUMENTS CONCERNING the agreement(s) referenced in Interrogatory No. 13.

RESPONSE TO SPECIAL INTERROGATORY NO. 15:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party will produce non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 16:

IDENTIFY in as much detail as possible every action that YOU took to perform each and every one of YOUR obligations under the agreement(s) referenced in Interrogatory No. 13, including the date of such action and every PERSON who personally witnessed the action.

RESPONSE TO SPECIAL INTERROGATORY NO. 16:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is

1 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
2 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
3 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
4 grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and
5 "obligations." Responding Party further objects to this Request on the grounds and to the extent
6 that it is duplicative of prior requests in this action. Subject to and without waiving said
7 objections, Responding Party responds as follows:

8 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
9 merger of, First American and Holdings by reviewing their respective capital and corporate
10 structures, identifying and analyzing the reverse merger or other business combination
11 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
12 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
13 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

14 Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business
15 relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
16 reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—
17 a close friend of Responding Party whom he had done business with in the past—Scott Sieck,
18 John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel,
19 Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and
20 Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein.
21 Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or
22 about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce
23 Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015,
24 Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On
25 or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr.
26 Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding
27 Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold
28 Sahlem with the goal of raising funds for Loop Industries, Inc.

1 **SPECIAL INTERROGATORY NO. 17:**

2 IDENTIFY any and all DOCUMENTS CONCERNING each and every action that YOU
3 took to perform each of YOUR obligations under the agreement(s) referenced in Interrogatory
4 No. 13.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

6 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
7 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
8 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
9 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
10 grounds that it is vague and ambiguous in its use of the terms "perform" and "obligations."

11 Responding Party further objects to this Interrogatory on the grounds and to the extent that it
12 seeks information protected from disclosure by the attorney-client privilege and/or attorney work
13 product doctrine. Subject to and without waiving said objections, Responding Party responds as
14 follows:

15 Responding Party will produce non-privileged, responsive documents.

16 **SPECIAL INTERROGATORY NO. 18:**

17 IDENTIFY in as much detail as possible each and every promise made by Donald Danks
18 to YOU CONCERNING any of the shares discussed in the COMPLAINT that YOU were
19 allegedly entitled to, including the date on which the promise was made, the words used to make
20 it, and any PERSONS who personally witnessed its making.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

22 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
23 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
24 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
25 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
26 grounds and to the extent that it is vague and ambiguous in its use of the term "used" and "make
27 it." Responding Party further objects to this Request on the grounds and to the extent that it is
28

1 duplicative of prior requests in this action. Subject to and without waiving said objections,
2 Responding Party responds as follows:

3 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
4 New York, NY 10016, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler,
5 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
6 merger involving First American and Holdings, entered into an oral contract as follows:
7 Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their
8 collective proposal for services, including, but not limited to, advising on and facilitating the
9 reverse merger of First American and Holdings; identifying the financing options available to
10 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
11 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
12 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
13 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
14 Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective
15 obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler
16 promised to immediately begin performance of their respective obligations under the proposal,
17 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
18 shares of First American, at \$.008 per share.

19 **SPECIAL INTERROGATORY NO. 19:**

20 IDENTIFY any and all DOCUMENTS CONCERNING each and every promise made by
21 Donald Danks to YOU CONCERNING any of the shares discussed in the COMPLAINT that
22 YOU were allegedly entitled to.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

24 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
25 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
26 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
27 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
28 grounds and to the extent that it seeks information protected from disclosure by the attorney-

1 client privilege and/or attorney work product doctrine. Subject to and without waiving said
2 objections, Responding Party responds as follows:

3 Responding Party will produce non-privileged, responsive documents.

4 **SPECIAL INTERROGATORY NO. 20:**

5 IDENTIFY in as much detail as possible each and every promise that YOU made to
6 Donald Danks CONCERNING any of the shares discussed in the COMPLAINT that YOU were
7 allegedly entitled to, including the date on which YOU made the promise, the words YOU used to
8 make it, and any PERSONS who personally witnessed YOU making such promise.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

10 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
11 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
12 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
13 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
14 grounds and to the extent that it is vague and ambiguous in its use of the term "used" and "make
15 it." Responding Party further objects to this Request on the grounds and to the extent that it is
16 duplicative of prior requests in this action. Subject to and without waiving said objections,
17 Responding Party responds as follows:

18 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
19 New York, NY 10016, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler,
20 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
21 merger involving First American and Holdings, entered into an oral contract as follows:
22 Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their
23 collective proposal for services, including, but not limited to, advising on and facilitating the
24 reverse merger of First American and Holdings; identifying the financing options available to
25 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
26 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
27 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
28 Solomita indicated he agreed with the collective proposal and requested that Responding Party,

Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler promised to immediately begin performance of their respective obligations under the proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at \$.008 per share.

SPECIAL INTERROGATORY NO. 21:

IDENTIFY any and all DOCUMENTS CONCERNING each and every promise that YOU made to Donald Danks CONCERNING any of the shares discussed in the COMPLAINT that YOU were allegedly entitled to.

RESPONSE TO SPECIAL INTERROGATORY NO. 21:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party will produce non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 22:

IDENTIFY in as much detail as possible each and every promise made by Donald Danks to YOU CONCERNING YOUR compensation for any of the services YOU allege to have provided in the COMPLAINT and/or that YOU allege to have performed under the alleged CONTRACT, including the date on which the agreement was made, the words used to make it, and any PERSONS who personally witnessed its making.

RESPONSE TO SPECIAL INTERROGATORY NO. 22:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,

1 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
2 grounds and to the extent that it is vague and ambiguous in its use of the term "compensation,"
3 "services," "performed," "used" and "make it." Responding Party further objects to this Request
4 on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to
5 and without waiving said objections, Responding Party responds as follows:

6 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
7 New York, NY 10016, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler,
8 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
9 merger involving First American and Holdings, entered into an oral contract as follows:
10 Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their
11 collective proposal for services, including, but not limited to, advising on and facilitating the
12 reverse merger of First American and Holdings; identifying the financing options available to
13 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
14 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
15 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
16 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
17 Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective
18 obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler
19 promised to immediately begin performance of their respective obligations under the proposal,
20 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
21 shares of First American, at \$.008 per share.

22 **SPECIAL INTERROGATORY NO. 23:**

23 IDENTIFY any and all DOCUMENTS CONCERNING each and every promise made by
24 Donald Danks to YOU CONCERNING YOUR compensation for any of the services YOU allege
25 to have provided in the COMPLAINT and/or that YOU allege to have performed under the
26 alleged CONTRACT.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

28 Responding Party objects to this Interrogatory on the grounds and to the extent that it is

1 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
2 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
3 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
4 grounds that it is vague and ambiguous in its use of the term "compensation," "services," and
5 "performed." Responding Party further objects to this Interrogatory on the grounds and to the
6 extent that it seeks information protected from disclosure by the attorney-client privilege and/or
7 attorney work product doctrine. Subject to and without waiving said objections, Responding
8 Party responds as follows:

9 Responding Party will produce non-privileged, responsive documents.

10 **SPECIAL INTERROGATORY NO. 24:**

11 IDENTIFY in as much detail as possible each and every promise that YOU made to
12 Donald Danks CONCERNING YOUR compensation for any of the services YOU allege to have
13 provided in the COMPLAINT and/or that YOU allege to have performed under the alleged
14 CONTRACT, including the date on which the agreement was made, the words used to make it,
15 and any PERSONS who personally witnessed its making.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 24:**

17 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
18 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
19 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
20 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
21 grounds and to the extent that it is vague and ambiguous in its use of the term "compensation,"
22 "services," "performed," "used" and "make it." Responding Party further objects to this Request
23 on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to
24 and without waiving said objections, Responding Party responds as follows:

25 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
26 New York, NY 10016, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler,
27 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
28 merger involving First American and Holdings, entered into an oral contract as follows:

1 Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their
2 collective proposal for services, including, but not limited to, advising on and facilitating the
3 reverse merger of First American and Holdings; identifying the financing options available to
4 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
5 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
6 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
7 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
8 Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective
9 obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler
10 promised to immediately begin performance of their respective obligations under the proposal,
11 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
12 shares of First American, at \$.008 per share.

13 **SPECIAL INTERROGATORY NO. 25:**

14 IDENTIFY any and all DOCUMENTS CONCERNING each and every promise that
15 YOU made to Donald Danks CONCERNING YOUR compensation for any of the services YOU
16 allege to have provided in the COMPLAINT and/or that YOU allege to have performed under the
17 alleged CONTRACT.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 25:**

19 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
20 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
21 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
22 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
23 grounds and to the extent that it is vague and ambiguous in its use of the term "compensation,"
24 "services," and "performed." Responding Party further objects to this Interrogatory on the
25 grounds and to the extent that it seeks information protected from disclosure by the attorney-
26 client privilege and/or attorney work product doctrine. Subject to and without waiving said
27 objections, Responding Party responds as follows:

28 Responding Party will produce non-privileged, responsive documents.

1 **SPECIAL INTERROGATORY NO. 26:**

2 IDENTIFY in as much detail as possible each and every agreement that YOU reached
3 with Jonathan Destler CONCERNING any of the shares discussed in the COMPLAINT that
4 YOU were allegedly entitled to, including the date on which the agreement was made, the words
5 used to make it, and any PERSONS who personally witnessed its making.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 26:**

7 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
8 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
9 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
10 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
11 grounds and to the extent that it is vague and ambiguous in its use of the term "used" and "make
12 it." Subject to and without waiving said objections, Responding Party responds as follows:

13 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
14 New York, NY 10016, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler,
15 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
16 merger involving First American and Holdings, entered into an oral contract as follows:
17 Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their
18 collective proposal for services, including, but not limited to, advising on and facilitating the
19 reverse merger of First American and Holdings; identifying the financing options available to
20 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
21 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
22 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
23 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
24 Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective
25 obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler
26 promised to immediately begin performance of their respective obligations under the proposal,
27 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
28 shares of First American, at \$.008 per share.

1 **SPECIAL INTERROGATORY NO. 27:**

2 IDENTIFY each of the parties to the agreement(s) referenced in Interrogatory No. 26.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 27:**

4 Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and Defendant
5 Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving
6 First American and Holdings.

7 **SPECIAL INTERROGATORY NO. 28:**

8 IDENTIFY any and all DOCUMENTS CONCERNING the agreement(s) referenced in
9 Interrogatory No. 26.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 28:**

11 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
12 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
13 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
14 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
15 grounds and to the extent that it seeks information protected from disclosure by the attorney-
16 client privilege and/or attorney work product doctrine. Subject to and without waiving said
17 objections, Responding Party responds as follows:

18 Responding Party will produce non-privileged, responsive documents.

19 **SPECIAL INTERROGATORY NO. 29:**

20 IDENTIFY in as much detail as possible every action that YOU took to perform each and
21 every one of YOUR obligations under the agreement(s) referenced in Interrogatory No. 26,
22 including the date of such action and every PERSON who personally witnessed the action.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 29:**

24 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
25 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
26 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
27 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
28 grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and

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1 "obligations." Responding Party further objects to this Request on the grounds and to the extent
2 that it is duplicative of prior requests in this action. Subject to and without waiving said
3 objections, Responding Party responds as follows:

4 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
5 merger of, First American and Holdings by reviewing their respective capital and corporate
6 structures, identifying and analyzing the reverse merger or other business combination
7 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
8 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
9 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

10 Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business
11 relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
12 reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—
13 a close friend of Responding Party whom he had done business with in the past—Scott Sieck,
14 John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel,
15 Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and
16 Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein.
17 Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or
18 about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce
19 Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015,
20 Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On
21 or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr.
22 Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding
23 Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold
24 Sahlem with the goal of raising funds for Loop Industries, Inc.

25 **SPECIAL INTERROGATORY NO. 30:**

26 IDENTIFY any and all DOCUMENTS CONCERNING each and every action that YOU
27 took to perform each of YOUR obligations under the agreement(s) referenced in Interrogatory
28 No. 26.

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RESPONSE TO SPECIAL INTERROGATORY NO. 30:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and "obligations." Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party will produce non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 31:

IDENTIFY in as much detail as possible each and every agreement that YOU reached with Jonathan Destler CONCERNING YOUR compensation for any of the services that YOU allege to have provided in the COMPLAINT and/or that YOU allege to have performed under the alleged CONTRACT, including the date on which the agreement was made, the words used to make it, and any PERSONS who personally witnessed its making.

RESPONSE TO SPECIAL INTERROGATORY NO. 31:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the term "compensation," "services," and "performed." Responding Party further objects to this Request on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to and without waiving said objections, Responding Party responds as follows:

On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue, New York, NY 10016, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler,

1 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
2 merger involving First American and Holdings, entered into an oral contract as follows:
3 Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their
4 collective proposal for services, including, but not limited to, advising on and facilitating the
5 reverse merger of First American and Holdings; identifying the financing options available to
6 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
7 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
8 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
9 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
10 Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective
11 obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler
12 promised to immediately begin performance of their respective obligations under the proposal,
13 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
14 shares of First American, at \$.008 per share.

15 **SPECIAL INTERROGATORY NO. 32:**

16 IDENTIFY each of the parties to the agreement(s) referenced in Interrogatory No. 31.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 32:**

18 Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and Defendant
19 Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving
20 First American and Holdings.

21 **SPECIAL INTERROGATORY NO. 33:**

22 IDENTIFY any and all DOCUMENTS CONCERNING the agreement(s) referenced in
23 Interrogatory No. 31.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 33:**

25 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
26 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
27 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
28 and oppress Responding Party. Responding Party further objects to this Interrogatory on the

1 grounds and to the extent that it seeks information protected from disclosure by the attorney-
2 client privilege and/or attorney work product doctrine. Subject to and without waiving said
3 objections, Responding Party responds as follows:

4 Responding Party will produce non-privileged, responsive documents.

5 **SPECIAL INTERROGATORY NO. 34:**

6 IDENTIFY in as much detail as possible every action that YOU took to perform each and
7 every one of YOUR obligations under the agreement(s) referenced in Interrogatory No. 31,
8 including the date of such action and every PERSON who personally witnessed the action.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 34:**

10 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
11 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
12 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
13 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
14 grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and
15 "obligations." Responding Party further objects to this Request on the grounds and to the extent
16 that it is duplicative of prior requests in this action. Subject to and without waiving said
17 objections, Responding Party responds as follows:

18 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
19 merger of, First American and Holdings by reviewing their respective capital and corporate
20 structures, identifying and analyzing the reverse merger or other business combination
21 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
22 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
23 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

24 Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business
25 relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
26 reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—
27 a close friend of Responding Party whom he had done business with in the past—Scott Sieck,
28 John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel,

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1 Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and
2 Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein.
3 Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or
4 about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce
5 Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015,
6 Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On
7 or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr.
8 Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding
9 Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold
10 Sahlem with the goal of raising funds for Loop Industries, Inc.

11 **SPECIAL INTERROGATORY NO. 35:**

12 IDENTIFY any and all DOCUMENTS CONCERNING each and every action that YOU
13 took to perform each of YOUR obligations under the agreement(s) referenced in Interrogatory
14 No. 31.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 35:**

16 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
17 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
18 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
19 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
20 grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and
21 "obligations." Responding Party further objects to this Interrogatory on the grounds and to the
22 extent that it seeks information protected from disclosure by the attorney-client privilege and/or
23 attorney work product doctrine. Subject to and without waiving said objections, Responding
24 Party responds as follows:

25 Responding Party will produce non-privileged, responsive documents.

26 **SPECIAL INTERROGATORY NO. 36:**

27 IDENTIFY in as much detail as possible each and every promise made by Jonathan
28 Destler to YOU CONCERNING any of the shares discussed in the COMPLAINT that YOU were

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1 allegedly entitled to, including the date on which the promise was made, the words used to make
2 it, and any PERSONS who personally witnessed its making.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 36:**

4 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
5 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
6 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
7 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
8 grounds and to the extent that it is vague and ambiguous in its use of the term "used" and "make
9 it." Responding Party further objects to this Request on the grounds and to the extent that it is
10 duplicative of prior requests in this action. Subject to and without waiving said objections,
11 Responding Party responds as follows:

12 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
13 New York, NY 10016, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler,
14 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
15 merger involving First American and Holdings, entered into an oral contract as follows:
16 Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their
17 collective proposal for services, including, but not limited to, advising on and facilitating the
18 reverse merger of First American and Holdings; identifying the financing options available to
19 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
20 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
21 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
22 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
23 Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective
24 obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler
25 promised to immediately begin performance of their respective obligations under the proposal,
26 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
27 shares of First American, at \$.008 per share.

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1 **SPECIAL INTERROGATORY NO. 37:**

2 IDENTIFY any and all DOCUMENTS CONCERNING each and every promise made by
3 Jonathan Destler to YOU CONCERNING any of the shares discussed in the COMPLAINT that
4 YOU were allegedly entitled to.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 37:**

6 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
7 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
8 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
9 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
10 grounds and to the extent that it is vague and ambiguous in its use of the terms "perform" and
11 "obligations." Responding Party further objects to this Interrogatory on the grounds and to the
12 extent that it seeks information protected from disclosure by the attorney-client privilege and/or
13 attorney work product doctrine. Subject to and without waiving said objections, Responding
14 Party responds as follows:

15 Responding Party will produce non-privileged, responsive documents.

16 **SPECIAL INTERROGATORY NO. 38:**

17 IDENTIFY in as much detail as possible each and every promise that YOU made to
18 Jonathan Destler CONCERNING any of the shares discussed in the COMPLAINT that YOU
19 were allegedly entitled to, including the date on which YOU made the promise, the words YOU
20 used to make it, and any PERSONS who personally witnessed YOU making such promise.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 38:**

22 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
23 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
24 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
25 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
26 grounds and to the extent that it is vague and ambiguous in its use of the term "used" and "make
27 it." Responding Party further objects to this Request on the grounds and to the extent that it is
28

1 duplicative of prior requests in this action. Subject to and without waiving said objections,
2 Responding Party responds as follows:

3 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
4 New York, NY 10016, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler,
5 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
6 merger involving First American and Holdings, entered into an oral contract as follows:

7 Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their
8 collective proposal for services, including, but not limited to, advising on and facilitating the
9 reverse merger of First American and Holdings; identifying the financing options available to
10 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
11 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
12 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.
13 Solomita indicated he agreed with the collective proposal and requested that Responding Party,
14 Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective
15 obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler
16 promised to immediately begin performance of their respective obligations under the proposal,
17 and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading
18 shares of First American, at \$.008 per share.

19 **SPECIAL INTERROGATORY NO. 39:**

20 IDENTIFY any and all DOCUMENTS CONCERNING each and every promise that
21 YOU made to Jonathan Destler CONCERNING any of the shares discussed in the COMPLAINT
22 that YOU were allegedly entitled to.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 39:**

24 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
25 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
26 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
27 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
28 grounds and to the extent that it seeks information protected from disclosure by the attorney-

1 client privilege and/or attorney work product doctrine. Subject to and without waiving said
2 objections, Responding Party responds as follows:

3 Responding Party will produce non-privileged, responsive documents.

4 **SPECIAL INTERROGATORY NO. 40:**

5 IDENTIFY in as much detail as possible each and every promise made by Jonathan
6 Destler to YOU CONCERNING YOUR compensation for any of the services YOU allege to
7 have provided in the COMPLAINT and/or that YOU allege to have performed under the alleged
8 CONTRACT, including the date on which the agreement was made, the words used to make it,
9 and any PERSONS who personally witnessed its making.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 40:**

11 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
12 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
13 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
14 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
15 grounds and to the extent that it is vague and ambiguous in its use of the term "compensation,"
16 "services," "performed," "used" and "make it." Responding Party further objects to this Request
17 on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to
18 and without waiving said objections, Responding Party responds as follows:

19 On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue,
20 New York, NY 10016, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler,
21 and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse
22 merger involving First American and Holdings, entered into an oral contract as follows:
23 Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their
24 collective proposal for services, including, but not limited to, advising on and facilitating the
25 reverse merger of First American and Holdings; identifying the financing options available to
26 Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the
27 corporate vehicles by which Holdings could become a publicly traded and owned entity; and
28 advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr.

Solomita indicated he agreed with the collective proposal and requested that Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler promised to immediately begin performance of their respective obligations under the proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at \$.008 per share.

SPECIAL INTERROGATORY NO. 41:

IDENTIFY any and all DOCUMENTS CONCERNING each and every promise made by Jonathan Destler to YOU CONCERNING YOUR compensation for any of the services YOU allege to have provided in the COMPLAINT and/or that YOU allege to have performed under the alleged CONTRACT.

RESPONSE TO SPECIAL INTERROGATORY NO. 41:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the term "compensation," "services," and "performed." Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party will produce non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 42:

IDENTIFY in as much detail as possible each and every promise that YOU made to Jonathan Destler CONCERNING YOUR compensation for any of the services YOU allege to have provided in the COMPLAINT and/or that YOU allege to have performed under the alleged CONTRACT, including the date on which the agreement was made, the words used to make it, and any PERSONS who personally witnessed its making.

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RESPONSE TO SPECIAL INTERROGATORY NO. 42:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the term "compensation," "services," "performed," "used" and "make it." Responding Party further objects to this Request on the grounds and to the extent that it is duplicative of prior requests in this action. Subject to and without waiving said objections, Responding Party responds as follows:

On Thursday, September 25, 2014 at the Morgans Hotel, located at 237 Madison Avenue, New York, NY 10016, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American and Holdings, entered into an oral contract as follows: Responding Party, Plaintiff Henry Lorin, Donald Danks, and Jonathan Destler presented their collective proposal for services, including, but not limited to, advising on and facilitating the reverse merger of First American and Holdings; identifying the financing options available to Holdings to raise \$1,000,000.00-\$1,500,000.00, potential investors for Holdings, and the corporate vehicles by which Holdings could become a publicly traded and owned entity; and advising on and facilitating the capital and corporate structure of Holdings and/or Industries. Mr. Solomita indicated he agreed with the collective proposal and requested that Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler immediately begin performance of their respective obligations under the proposal. Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler promised to immediately begin performance of their respective obligations under the proposal, and Mr. Solomita promised to grant each of them the option to purchase 1,000,000 free-trading shares of First American, at \$.008 per share.

SPECIAL INTERROGATORY NO. 43:

IDENTIFY any and all DOCUMENTS CONCERNING each and every promise that YOU made to Jonathan Destler CONCERNING YOUR compensation for any of the services

1 YOU allege to have provided in the COMPLAINT and/or that YOU allege to have performed
2 under the alleged CONTRACT.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 43:**

4 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
5 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
6 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
7 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
8 grounds and to the extent that it is vague and ambiguous in its use of the term "compensation,"
9 "services," and "performed." Responding Party further objects to this Interrogatory on the
10 grounds and to the extent that it seeks information protected from disclosure by the attorney-
11 client privilege and/or attorney work product doctrine. Subject to and without waiving said
12 objections, Responding Party responds as follows:

13 Responding Party will produce non-privileged, responsive documents.

14 **SPECIAL INTERROGATORY NO. 44:**

15 IDENTIFY in as much detail as possible any and all work that YOU performed for and
16 services that YOU provided to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries,
17 Inc., CONCERNING Loop Holdings, Inc.'s private placement in 2015 (as alleged in paragraphs
18 20, 21, and 22 of the original complaint YOU filed in this action).

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 44:**

20 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
21 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
22 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
23 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
24 grounds and to the extent that it is vague and ambiguous in its use of the terms "work,"
25 "performed," and "services." Responding Party further objects to this Request on the grounds
26 and to the extent that it is duplicative of prior requests in this action. Subject to and without
27 waiving said objections, Responding Party responds as follows:

28 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse

1 merger of, First American and Holdings by reviewing their respective capital and corporate
2 structures, identifying and analyzing the reverse merger or other business combination
3 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
4 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
5 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

6 Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business
7 relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
8 reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—
9 a close friend of Responding Party whom he had done business with in the past—Scott Sieck,
10 John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel,
11 Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and
12 Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein.
13 Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or
14 about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce
15 Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015,
16 Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On
17 or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr.
18 Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding
19 Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold
20 Sahlem with the goal of raising funds for Loop Industries, Inc.

21 **SPECIAL INTERROGATORY NO. 45:**

22 IDENTIFY any and all DOCUMENTS CONCERNING the work that YOU performed for
23 and services that YOU provided to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries,
24 Inc., CONCERNING Loop Holdings, Inc.'s private placement in 2015 (as alleged in paragraphs
25 20, 21, and 22 of the original complaint YOU filed in this action).

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 45:**

27 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
28 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the

1 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
2 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
3 grounds and to the extent that it is vague and ambiguous in its use of the term "work," "services,"
4 and "performed." Responding Party further objects to this Interrogatory on the grounds and to
5 the extent that it seeks information protected from disclosure by the attorney-client privilege
6 and/or attorney work product doctrine. Subject to and without waiving said objections,
7 Responding Party responds as follows:

8 Responding Party will produce non-privileged, responsive documents.

9 **SPECIAL INTERROGATORY NO. 46:**

10 IDENTIFY in as much detail as possible any and all work that YOU performed for and
11 services that YOU provided to Donald Danks CONCERNING Loop Holdings, Inc.'s private
12 placement in 2015 (as alleged in paragraphs 20, 21, and 22 of the original complaint YOU filed in
13 this action).

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 46:**

15 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
16 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
17 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
18 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
19 grounds and to the extent that it is vague and ambiguous in its use of the terms "work,"
20 "performed," and "services." Responding Party further objects to this Request on the grounds
21 and to the extent that it is duplicative of prior requests in this action. Subject to and without
22 waiving said objections, Responding Party responds as follows:

23 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
24 merger of, First American and Holdings by reviewing their respective capital and corporate
25 structures, identifying and analyzing the reverse merger or other business combination
26 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
27 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
28 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

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Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—a close friend of Responding Party whom he had done business with in the past—Scott Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein. Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015, Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr. Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold Sahlem with the goal of raising funds for Loop Industries, Inc.

SPECIAL INTERROGATORY NO. 47:

IDENTIFY any and all DOCUMENTS CONCERNING the work that YOU performed for and services that YOU provided to Donald Danks CONCERNING Loop Holdings, Inc.'s private placement in 2015 (as alleged in paragraphs 20, 21, and 22 of the original complaint YOU filed in this action).

RESPONSE TO SPECIAL INTERROGATORY NO. 47:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it is vague and ambiguous in its use of the term "work," "services," and "performed." Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege

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1 and/or attorney work product doctrine. Subject to and without waiving said objections,
2 Responding Party responds as follows:

3 Responding Party will produce non-privileged, responsive documents.

4 **SPECIAL INTERROGATORY NO. 48:**

5 IDENTIFY in as much detail as possible any and all work that YOU performed for and
6 services that YOU provided to Jonathan Destler CONCERNING Loop Holdings, Inc.'s private
7 placement in 2015 (as alleged in paragraphs 20, 21, and 22 of the original complaint YOU filed in
8 this action).

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 48:**

10 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
11 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
12 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
13 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
14 grounds and to the extent that it is vague and ambiguous in its use of the terms "work,"
15 "performed," and "services." Responding Party further objects to this Request on the grounds
16 and to the extent that it is duplicative of prior requests in this action. Subject to and without
17 waiving said objections, Responding Party responds as follows:

18 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
19 merger of, First American and Holdings by reviewing their respective capital and corporate
20 structures, identifying and analyzing the reverse merger or other business combination
21 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
22 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
23 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

24 Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business
25 relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
26 reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—
27 a close friend of Responding Party whom he had done business with in the past—Scott Sieck,
28 John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel,

1 Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and
2 Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein.
3 Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or
4 about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce
5 Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015,
6 Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On
7 or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr.
8 Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding
9 Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold
10 Sahlem with the goal of raising funds for Loop Industries, Inc.

11 **SPECIAL INTERROGATORY NO. 49:**

12 IDENTIFY any and all DOCUMENTS CONCERNING the work that YOU performed for
13 and services that YOU provided to Jonathan Destler CONCERNING Loop Holdings, Inc.'s
14 private placement in 2015 (as alleged in paragraphs 20, 21, and 22 of the original complaint YOU
15 filed in this action).

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 49:**

17 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
18 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
19 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
20 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
21 grounds and to the extent that it is vague and ambiguous in its use of the term "work," "services,"
22 and "performed." Responding Party further objects to this Interrogatory on the grounds and to
23 the extent that it seeks information protected from disclosure by the attorney-client privilege
24 and/or attorney work product doctrine. Subject to and without waiving said objections,
25 Responding Party responds as follows:

26 Responding Party will produce non-privileged, responsive documents.

27 **SPECIAL INTERROGATORY NO. 50:**

28 IDENTIFY each and every PERSON YOU introduced to Daniel Solomita, Loop

Holdings, Inc., and/or Loop Industries, Inc. who invested funds and/or capital in Loop Holdings, Inc. during its 2015 private placement (as alleged in paragraphs 20, 21, and 22 of the original complaint YOU filed in this action).

RESPONSE TO SPECIAL INTERROGATORY NO. 50:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party and Plaintiff Henry Lorin initiated several business relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—a close friend of Responding Party whom he had done business with in the past—Scott Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein. Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015, Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr. Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold Sahlem with the goal of raising funds for Loop Industries, Inc.

SPECIAL INTERROGATORY NO. 51:

IDENTIFY the date(s) on which each and every PERSON referenced in Interrogatory No. 50 invested funds and/or capital in Loop Holdings, Inc. during its private placement (as alleged in paragraphs 20, 21, and 22 of the original complaint YOU filed in this action).

RESPONSE TO SPECIAL INTERROGATORY NO. 51:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent it seeks information equally available to Propounding Party. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party and Plaintiff Henry Lorin initiated several business relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—a close friend of Responding Party whom he had done business with in the past—Scott Sieck, John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein. Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015, Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr. Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold Sahlem with the goal of raising funds for Loop Industries, Inc.

SPECIAL INTERROGATORY NO. 52:

IDENTIFY the exact amount of funds and/or capital that each and every PERSON referenced in Interrogatory No. 50 invested in Loop Holdings, Inc. during its private placement (as alleged in paragraphs 20, 21, and 22 of the original complaint YOU filed in this action).

RESPONSE TO SPECIAL INTERROGATORY NO. 52:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is

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1 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
2 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
3 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
4 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
5 and without waiving said objections, Responding Party responds as follows:

6 Responding Party and Plaintiff Henry Lorin initiated several business relationships for
7 Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger
8 involving First American Group and Holdings, which includes Lance Bauerlein—a close friend
9 of Responding Party whom he had done business with in the past—Scott Sieck, John Denzer,
10 Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel, Tony Meti,
11 Michael Boychuk, and their ongoing business relationships with Donald Danks and Jonathan
12 Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein. Mr.
13 Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or about
14 January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce Mr.
15 Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015,
16 Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On
17 or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr.
18 Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding
19 Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold
20 Sahlem with the goal of raising funds for Loop Industries, Inc.

21 **SPECIAL INTERROGATORY NO. 53:**

22 IDENTIFY any and all DOCUMENTS CONCERNING the investment of funds and/or
23 capital that each and every PERSON referenced in Interrogatory No. 50 made during Loop
24 Holdings, Inc.'s private placement (as alleged in paragraphs 20, 21, and 22 of the original
25 complaint YOU filed in this action).

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 53:**

27 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
28 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the

1 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
2 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
3 grounds and to the extent that it seeks information protected from disclosure by the attorney-
4 client privilege and/or attorney work product doctrine. Subject to and without waiving said
5 objections, Responding Party responds as follows:

6 Responding Party will produce non-privileged, responsive documents.

7 **SPECIAL INTERROGATORY NO. 54:**

8 IDENTIFY the exact date(s) on which YOU introduced Lance Bauerlein to Daniel
9 Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 54:**

11 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
12 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
13 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
14 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
15 responds as follows:

16 Lance Bauerlein was introduced to Daniel Solomita in or about November 2014.

17 **SPECIAL INTERROGATORY NO. 55:**

18 IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Lance
19 Bauerlein to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 55:**

21 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
22 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
23 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
24 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
25 grounds and to the extent that it seeks information protected from disclosure by the attorney-
26 client privilege and/or attorney work product doctrine. Subject to and without waiving said
27 objections, Responding Party responds as follows:

28 Responding Party will produce non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 56:

IDENTIFY the exact date(s) on which YOU introduced Scott Sieck to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

RESPONSE TO SPECIAL INTERROGATORY NO. 56:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Subject to and without waiving said objections, Responding Party responds as follows:

Scott Sieck was introduced to Daniel Solomita on or about January 20, 2015.

SPECIAL INTERROGATORY NO. 57:

IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Scott Sieck to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

RESPONSE TO SPECIAL INTERROGATORY NO. 57:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party will produce non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 58:

IDENTIFY the exact date(s) on which YOU introduced John Denzer to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

RESPONSE TO SPECIAL INTERROGATORY NO. 58:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the

1 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
2 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
3 responds as follows:

4 John Denzer was introduced to Daniel Solomita on or about January 20, 2015.

5 **SPECIAL INTERROGATORY NO. 59:**

6 IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of John
7 Denzer to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 59:**

9 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
10 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
11 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
12 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
13 grounds and to the extent that it seeks information protected from disclosure by the attorney-
14 client privilege and/or attorney work product doctrine. Subject to and without waiving said
15 objections, Responding Party responds as follows:

16 Responding Party will produce non-privileged, responsive documents.

17 **SPECIAL INTERROGATORY NO. 60:**

18 IDENTIFY the exact date(s) on which YOU introduced Michael Franklin to Daniel
19 Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 60:**

21 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
22 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
23 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
24 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
25 responds as follows:

26 Michael Franklin was introduced to Daniel Solomita on or about January 20, 2015.

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1 **SPECIAL INTERROGATORY NO. 61:**

2 IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Michael
3 Franklin to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 61:**

5 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
6 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
7 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
8 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
9 grounds and to the extent that it seeks information protected from disclosure by the attorney-
10 client privilege and/or attorney work product doctrine. Subject to and without waiving said
11 objections, Responding Party responds as follows:

12 Responding Party will produce non-privileged, responsive documents.

13 **SPECIAL INTERROGATORY NO. 62:**

14 IDENTIFY the exact date(s) on which YOU introduced Norman Olshansky to Daniel
15 Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 62:**

17 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
18 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
19 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
20 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
21 responds as follows:

22 Norman Olshansky was introduced to Daniel Solomita on or about April 13, 2015.

23 **SPECIAL INTERROGATORY NO. 63:**

24 IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Norman
25 Olshansky to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 63:**

27 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
28 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the

1 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
2 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
3 grounds and to the extent that it seeks information protected from disclosure by the attorney-
4 client privilege and/or attorney work product doctrine. Subject to and without waiving said
5 objections, Responding Party responds as follows:

6 Responding Party will produce non-privileged, responsive documents.

7 **SPECIAL INTERROGATORY NO. 64:**

8 IDENTIFY the exact date(s) on which YOU introduced Bob Gartzman to Daniel
9 Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 64:**

11 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
12 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
13 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
14 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
15 responds as follows:

16 Bob Gartzman was introduced to Daniel Solomita on or about April 13, 2015.

17 **SPECIAL INTERROGATORY NO. 65:**

18 IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Bob
19 Gartzman to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 65:**

21 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
22 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
23 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
24 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
25 grounds and to the extent that it seeks information protected from disclosure by the attorney-
26 client privilege and/or attorney work product doctrine. Subject to and without waiving said
27 objections, Responding Party responds as follows:

28 Responding Party will produce non-privileged, responsive documents.

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SPECIAL INTERROGATORY NO. 66:

IDENTIFY the exact date(s) on which YOU introduced Harold Sahlem to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

RESPONSE TO SPECIAL INTERROGATORY NO. 66:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Subject to and without waiving said objections, Responding Party responds as follows:

Harold Sahlem was introduced to Daniel Solomita on or about April 13, 2015.

SPECIAL INTERROGATORY NO. 67:

IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Harold Sahlem to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

RESPONSE TO SPECIAL INTERROGATORY NO. 67:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party will produce non-privileged, responsive documents.

SPECIAL INTERROGATORY NO. 68:

IDENTIFY the exact date(s) on which YOU introduced Bruce Fogel to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

RESPONSE TO SPECIAL INTERROGATORY NO. 68:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the

1 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
2 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
3 responds as follows:

4 Bruce Fogel was introduced to Daniel Solomita on or about April 7, 2015.

5 **SPECIAL INTERROGATORY NO. 69:**

6 IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Bruce
7 Fogel to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 69:**

9 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
10 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
11 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
12 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
13 grounds and to the extent that it seeks information protected from disclosure by the attorney-
14 client privilege and/or attorney work product doctrine. Subject to and without waiving said
15 objections, Responding Party responds as follows:

16 Responding Party will produce non-privileged, responsive documents.

17 **SPECIAL INTERROGATORY NO. 70:**

18 IDENTIFY the exact date(s) on which YOU introduced Tony Meti to Daniel Solomita,
19 Loop Holdings, Inc., and/or Loop Industries, Inc.

20 **RESPONSE TO SPECIAL INTERROGATORY NO. 70:**

21 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
22 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
23 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
24 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
25 responds as follows:

26 Tony Meti was introduced to Daniel Solomita on or about February 27, 2015.

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1 **SPECIAL INTERROGATORY NO. 71:**

2 IDENTIFY any and all DOCUMENTS CONCERNING YOUR introduction of Tony
3 Meti to Daniel Solomita, Loop Holdings, Inc., and/or Loop Industries, Inc.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 71:**

5 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
6 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
7 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
8 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
9 grounds and to the extent that it seeks information protected from disclosure by the attorney-
10 client privilege and/or attorney work product doctrine. Subject to and without waiving said
11 objections, Responding Party responds as follows:

12 Responding Party will produce non-privileged, responsive documents.

13 **SPECIAL INTERROGATORY NO. 72:**

14 IDENTIFY in as much detail as possible any and all registrations, licenses, certifications,
15 and memberships that YOU held from December 2013 through December 2017, with any federal,
16 state, and Canadian securities regulation agency, self-regulatory organization, national securities
17 exchange, and registered securities association, including, but not limited to, any registrations,
18 licenses, certifications; and memberships that YOU held as a securities broker, securities dealer,
19 broker-dealer, registered agent, registered representative, associated person of a broker-dealer,
20 investment adviser, investment adviser representative, investment company, financial advisor,
21 financial planner, investor relations professional, and public relations professional.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 72:**

23 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
24 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
25 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
26 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
27 responds as follows:

28 None.

1 **SPECIAL INTERROGATORY NO. 73:**

2 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
3 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
4 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
5 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
6 responds as follows:

7 Not applicable.

8 **SPECIAL INTERROGATORY NO. 74:**

9 IDENTIFY in as much detail as possible any and all registrations, licenses, certifications,
10 and memberships that YOU held from December 2013 through December 2017, with the United
11 States Securities and Exchange Commission (SEC), Securities Investor Protection Corporation
12 (SIPC), Financial Industry Regulatory Authority (FINRA), FINRA's Central Registration
13 Depository (CRD), Investment Adviser Registration Depository (IARD), National Association of
14 Securities Dealers (NASD), North American Securities Administrators Association (NASAA),
15 Canadian Securities Administrators (CSA), CSA's National Registration Database, Investment
16 Industry Regulatory Organization of Canada (IIROC), State of California Department of Business
17 Oversight, and New York State Office of the Attorney General.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 74:**

19 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
20 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
21 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
22 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
23 responds as follows:

24 None.

25 **SPECIAL INTERROGATORY NO. 75:**

26 IDENTIFY any and all DOCUMENTS CONCERNING each and every one of YOUR
27 registrations, licenses, certifications, and memberships referenced in Interrogatory No. 74.

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RESPONSE TO SPECIAL INTERROGATORY NO. 75:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Subject to and without waiving said objections, Responding Party responds as follows:

Not applicable.

SPECIAL INTERROGATORY NO. 76:

IDENTIFY, by court, case name, case number, and filing date, each and every administrative and civil action brought against YOU by the United States Securities and Exchange Commission.

RESPONSE TO SPECIAL INTERROGATORY NO. 76:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Subject to and without waiving said objections, Responding Party responds as follows:

None.

SPECIAL INTERROGATORY NO. 77:

IDENTIFY any and all DOCUMENTS CONCERNING each and every administrative and civil action brought against YOU by the United States Securities and Exchange Commission,

RESPONSE TO SPECIAL INTERROGATORY NO. 77:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent that it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Subject to and without waiving said

810770/90

1 objections, Responding Party responds as follows:

2 Not applicable.

3 **SPECIAL INTERROGATORY NO. 78:**

4 IDENTIFY, by court, case name, case number, and filing date, each and every civil action
5 brought against YOU by any PERSON alleging that YOU engaged in securities fraud.

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 78:**

7 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
8 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
9 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
10 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
11 responds as follows:

12 None.

13 **SPECIAL INTERROGATORY NO. 79:**

14 IDENTIFY any and all DOCUMENTS CONCERNING each and every civil action
15 brought against YOU by any PERSON alleging that YOU engaged in securities fraud.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 79:**

17 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
18 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
19 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
20 and oppress Responding Party.

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1 Responding Party further objects to this Interrogatory on the grounds and to the extent that it
2 seeks information protected from disclosure by the attorney client privilege and/or attorney work
3 product doctrine. Subject to and without waiving said objections, Responding Party responds as
4 follows:

5 Not Applicable.

6
7 Dated: February 6, 2018

BAKER & HOSTETLER LLP

8
9 By: 

Michael R. Matthias

Jihee Ahn

F. Lucas Paule

10
11 *Attorneys for Plaintiffs*

HENRY LORIN and PAUL CUGNO

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

06/02/2018

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VERIFICATION

Henry Lorin, et al. v. Loop Industries, Inc., et al.
[LASC, Case No. BC648640]

I, Paul M. Cugno, declare:

I am a party to this action.

I have read the foregoing **PLAINTIFF PAUL M. CUGNO'S RESPONSES TO**
DEFENDANT DANIEL SOLOMITA'S SPECIAL INTERROGATORIES, SET ONE (the
"Responses") and know the contents thereof. I am informed and believe and thereon allege that
the contents of the Responses are true.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed this 6th day of February 2018 at

Hudson, Quebec


Paul M. Cugno

VERIFICATION

PROOF OF SERVICE

Henry Lorin, et al. v. Loop Industries, Inc., et al.
[LASC Case No. BC648640]

I, Priscilla Markus, declare:

I am employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard, Suite 1400, Los Angeles, CA 90025-0509. On February 6, 2018, I served a copy of the within document(s):

PLAINTIFF PAUL M. CUGNO'S RESPONSES TO DEFENDANT DANIEL SOLOMITA'S SPECIAL INTERROGATORIES, SET ONE

☒ **VIA U.S. MAIL**, by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Aalok Sharma
Mark E. Gustafson
WHITE & CASTLE LLP
555 S. Flower St., Suite 2700
Los Angeles, CA 90071-2433
Telephone: (213) 620-7700
Facsimile: (213) 452-2329
Email: asharma@whitecase.com
Email: mgustafson@whitecase.com

Attorneys for Defendants
LOOP INDUSTRIES, INC.; LOOP HOLDINGS, INC.; and DANIEL SOLOMITA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 6, 2018, at Los Angeles, California.


Priscilla Markus

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06/02/2018

1 Michael R. Matthias, SBN 57728
2 Jihee Ahn, SBN 292659
3 F. Lucas Paule, SBN 313282
4 **BAKER & HOSTETLER LLP**
5 11601 Wilshire Boulevard, Suite 1400
6 Los Angeles, CA 90025-0509
7 Telephone: 310.820.8800
8 Facsimile: 310.820.8859
9 Emails: mmatthias@bakerlaw.com
10 jahn@bakerlaw.com

11 *Attorneys for Plaintiffs*
12 HENRY LORIN and PAUL M. CUGNO

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

12 HENRY LORIN, an individual; and PAUL M.
13 CUGNO, an individual,
14
15 Plaintiffs,
16
17 v.
18 LOOP INDUSTRIES, INC., a Nevada
19 corporation, LOOP HOLDINGS, INC., a
20 Nevada corporation, and DANIEL
21 SOLOMITA, an individual,
22
23 Defendants.

Case No.: BC648640
[Honorable Gregory W. Alarcon, Dept. 36]
**PLAINTIFF PAUL M. CUGNO'S
RESPONSES TO DEFENDANT DANIEL
SOLOMITA'S SPECIAL
INTERROGATORIES, SET TWO**
Date Action Filed: January 27, 2017
FAC Filed: February 7, 2017
Trial Date: June 20, 2018

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

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1 PROPOUNDING PARTY: Defendant DANIEL SOLOMITA
2 RESPONDING PARTY: Plaintiff PAUL M. CUGNO
3 SET NUMBER: TWO

4 PRELIMINARY STATEMENT

5 Pursuant to Code of Civil Procedure § 2030.210, *et seq.*, Plaintiff Paul Cugno
6 (“Responding Party”) hereby responds to Defendant Daniel Solomita’s Second Set of Special
7 Interrogatories (“Interrogatories,” and each, an “Interrogatory”).

8 Responding Party’s responses and objections fairly represent his position at this stage of
9 the litigation and are based upon the current state of discovery and investigation. Responding
10 Party’s responses to the Interrogatories are made in a good faith effort to supply the factual
11 information requested and are as complete and accurate as present knowledge, information, and
12 belief allow. Discovery, investigation, and trial preparation are continuing. It is anticipated that
13 further discovery, legal research, and analysis will supply additional facts, add meaning to known
14 facts, as well as establishing entirely new factual and legal conclusions, all of which may lead to
15 substantial additions to, changes in and variations from the facts set forth in these responses.

16 Responding Party expressly reserves the right to amend, modify, supplement, clarify or further
17 explain these responses and objections at any time before the trial of this action. By so reserving
18 this right, Responding Party does not assume any obligations to supplement these responses.

19 Except for explicit facts admitted herein, no incidental or implied admission is intended thereby.

20 The fact that Responding Party has answered or objected to any Interrogatory or part thereof
21 should not be taken as an admission that Responding Party accepts or admits the existence of any
22 facts set forth or assumed by such Interrogatories. The fact that Responding Party has answered
23 part or all of any Interrogatory is not intended and shall not be construed as a waiver by

24 Responding Party of all or any part of any objection to that request. Nothing contained herein
25 shall be construed as an admission relevant to the existence or nonexistence of any fact. By
26 responding to any particular Interrogatory, Responding Party does not waive his right to seek
27 appropriate orders from the Court protecting documents and information relating to the subject
28 matter of the Interrogatory.

GENERAL OBJECTIONS

Responding Party objects to each Interrogatory on the following grounds:

1. Responding Party objects to each of the Interrogatories to the extent that it, or any of them, purports to seek disclosure of information that is not confined to the relevant issues in this case, is beyond the scope of the pleadings, is irrelevant to the subject matter of this action, or is not reasonably calculated to lead to discovery of admissible evidence.

2. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is overbroad, unduly burdensome, oppressive, beyond the date of the commencement of this action or otherwise not properly limited to the relevant time period governing this action.

3. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, is vague, ambiguous, unintelligible or unclear; Responding Party reserves the right to assert specific objections in the event the Interrogatories are clarified.

4. Responding Party objects to each of these Interrogatories to the extent that it, or any of them, seeks disclosure of information that (1) is protected by the attorney-client privilege, (2) constitutes attorney work product, (3) was prepared in anticipation of litigation, or (4) is otherwise privileged or exempt from disclosure. Responding Party therefore construes each Interrogatory as seeking only such information as is not subject to the protection of these privileges. Any inadvertent identification or production of such documents or information shall not result in a waiver of these privileges.

5. Responding Party objects to each of these Interrogatories on the grounds and to the extent that it, or any of them, purports to seek disclosure of information that is confidential, is proprietary, constitutes trade secrets, and/or is protected by the right of privacy guaranteed by applicable state and federal law, the California Constitution, and the United States Constitution. Such information will only be produced pursuant to a protective order entered by the Court.

Responding Party reserves all objections or other questions as to competency, relevance, materiality, propriety, privilege, or admissibility and any other objection that would require the exclusion of any of the information provided herein at trial, or at any hearing or other proceeding

1 in this matter. Each of the foregoing objections is incorporated into Responding Party's response
2 to each Interrogatory set forth below.

3 **RESPONSES TO SPECIAL INTERROGATORIES**

4 **SPECIAL INTERROGATORY NO. 80 [ERRONEOUS NO. 1]:**

5 IDENTIFY, in as much detail as possible, each and every fact supporting YOUR contention that
6 Daniel Solomita had no intention of ever providing YOU the option to purchase 1,000,000 shares of First
7 American Group, Inc.'s common stock, as alleged in paragraphs 42, 43, 44, and 51 of YOUR
8 COMPLAINT.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 80 [ERRONEOUS NO. 1]:**

10 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
11 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
12 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
13 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
14 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
15 and without waiving said objections, Responding Party responds as follows:

16 On Thursday, September 25, 2014, Responding Party, Plaintiff Henry Lorin, Donald
17 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
18 entity of the reverse merger involving First American and Holdings, entered into an oral contract.
19 As part of the oral contract, Mr. Solomita promised to grant Responding Party, Mr. Lorin, Mr.
20 Danks, and Mr. Destler the option to purchase 1,000,000 free-trading shares of First American, at
21 \$.008 per share. Mr. Solomita made this promise with the intent to induce Plaintiffs into
22 providing certain services for him and his company, Loop Holdings, Inc. However, Mr. Solomita
23 transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff
24 Henry Lorin, to himself and persons affiliated with him. Plaintiffs were never provided with the
25 option to purchase shares of First American despite their willingness to complete a stock purchase
26 agreement and deliver a check for \$8,000.

27 Furthermore, on or about April 7, 2015, Responding Party introduced Mr. Solomita to
28 Bruce Fogel who Mr. Solomita and Mr. Danks went on to visit in Florida. Shortly after that

1 meeting, Responding Party spoke to Mr. Danks over the phone in which they discussed the
2 possibility of Mr. Solomita cancelling the agreement between them. Mr. Solomita overheard this
3 phone call and was angered that Responding Party believed that he would cancel the agreement.
4 Shortly thereafter, Responding Party visited Mr. Solomita upon his return to Montreal. Mr.
5 Solomita was evasive toward Responding Party during this visit and informed Responding Party
6 that he would have to earn his shares.

7 Approximately a week after Responding Party visited Mr. Solomita, they met again at a
8 coffee shop in Montreal. During this second meeting, Mr. Solomita informed Responding Party
9 that he would give Responding Party 50,000 shares of First American, but that the next 50,000
10 shares would have to be earned, in contravention of the agreement reached on September 25,
11 2014.

12 **SPECIAL INTERROGATORY NO. 81 [ERRONEOUS NO. 2]:**

13 IDENTIFY, in as much detail as possible, each and every PERSON affiliated with Daniel
14 Solomita to whom Daniel Solomita allegedly transferred approximately 500,000 shares of First
15 American Group, Inc.'s common stock, as alleged in paragraph 44 of YOUR COMPLAINT

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 81 [ERRONEOUS NO. 2]:**

17 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
18 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
19 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
20 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
21 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
22 and without waiving said objections, Responding Party responds as follows:

23 The General Counsel of Loop Holdings, Inc.; Mr. Catino, who transferred those shares
24 that he received to six different accounts; Mr. Vroutsis.

25 **SPECIAL INTERROGATORY NO. 82 [ERRONEOUS NO. 3]:**

26 IDENTIFY any and all DOCUMENTS CONCERNING each and every alleged transfer of
27 First American Group, Inc.'s common stock that YOU allege in paragraph 44 of YOUR
28 COMPLAINT.

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1 **RESPONSE TO SPECIAL INTERROGATORY NO. 82 [ERRONEOUS NO. 3]:**

2 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
3 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
4 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
5 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
6 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
7 and without waiving said objections, Responding Party responds as follows:

8 Responding Party has produced all non-privileged, responsive documents.

9 **SPECIAL INTERROGATORY NO. 83 [ERRONEOUS NO. 4]:**

10 IDENTIFY, in as much detail as possible, each and every fact supporting YOUR
11 contention that YOU relied on Daniel Solomita's alleged promise to provide YOU the option to
12 purchase 1,000,000 shares of First American Group, Inc.'s common stock, as alleged in
13 paragraphs 47 and 50 of YOUR COMPLAINT.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 83 [ERRONEOUS NO. 4]:**

15 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
16 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
17 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
18 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
19 responds as follows:

20 Responding Party fulfilled his obligations under the oral contract entered into on
21 September 25, 2014 between Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan
22 Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
23 reverse merger involving First American and Holdings.

24 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
25 merger of, First American and Holdings by reviewing their respective capital and corporate
26 structures, identifying and analyzing the reverse merger or other business combination
27 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
28 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on

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1 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

2 Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business
3 relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
4 reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—
5 a close friend of Responding Party whom he had done business with in the past—Scott Sieck,
6 John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel,
7 Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and
8 Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein.
9 Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or
10 about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce
11 Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015,
12 Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On
13 or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr.
14 Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding
15 Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold
16 Sahlem with the goal of raising funds for Loop Industries, Inc.

17 **SPECIAL INTERROGATORY NO. 84 [ERRONEOUS NO. 5]:**

18 IDENTIFY, in as much detail as possible, each and every action that YOU took as a result
19 of YOUR alleged reliance on Daniel Solomita's alleged promise to provide YOU the option to
20 purchase 1,000,000 shares of First American Group, Inc.'s common stock.

21 **RESPONSE TO SPECIAL INTERROGATORY NO. 84 [ERRONEOUS NO. 5]:**

22 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
23 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
24 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
25 and oppress Responding Party. Subject to and without waiving said objections, Responding Party
26 responds as follows:

27 Responding Party fulfilled his obligations under the oral contract entered into on
28 September 25, 2014 between Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan

1 Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
2 reverse merger involving First American and Holdings.

3 Responding Party advised Defendant Daniel Solomita on, and facilitated the reverse
4 merger of, First American and Holdings by reviewing their respective capital and corporate
5 structures, identifying and analyzing the reverse merger or other business combination
6 transactions to be pursued and corresponding SEC compliance, and identifying and analyzing the
7 financing options available to Holdings. Thereafter, Responding Party advised Mr. Solomita on
8 the corporate vehicles by which Holdings could become a publicly traded and owned entity.

9 Furthermore, Responding Party and Plaintiff Henry Lorin initiated several business
10 relationships for Defendant Daniel Solomita, on behalf of himself and the surviving entity of the
11 reverse merger involving First American Group and Holdings, which includes Lance Bauerlein—
12 a close friend of Responding Party whom he had done business with in the past—Scott Sieck,
13 John Denzer, Michael Franklin, Norman Olshansky, Bob Gartzman, Harold Sahlem, Bruce Fogel,
14 Tony Meti, Michael Boychuk, and their ongoing business relationships with Donald Danks and
15 Jonathan Destler. In March 2014, Responding Party introduced Mr. Solomita to Lance Bauerlein.
16 Mr. Bauerlein's contact helped raise the first \$80,000 for Holdings in November 2014. On or
17 about January 20, 2015, Responding Party traveled to Florida with Daniel Solomita to introduce
18 Mr. Solomita to Scott Sieck, John Denzer, and Michael Franklin. On or about February 27, 2015,
19 Responding Party met with Tony Meti with the goal of raising funds for Loop Industries, Inc. On
20 or about April 7, 2015, Responding Party also introduced Mr. Solomita to Bruce Fogel who Mr.
21 Solomita and Mr. Danks went on to visit in Florida. On or about April 13, 2015, Responding
22 Party again traveled to Florida to meet with Norman Olshansky, Bob Gartzman, and Harold
23 Sahlem with the goal of raising funds for Loop Industries, Inc.

24 **SPECIAL INTERROGATORY NO. 85 [ERRONEOUS NO. 6]:**

25 IDENTIFY, in as much detail as possible, each and every action that YOU chose not to take
26 as a result of YOUR alleged reliance on Daniel Solomita's alleged promise to provide YOU the
27 option to purchase 1,000,000 shares of First American Group, Inc.'s common stock.

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RESPONSE TO SPECIAL INTERROGATORY NO. 85 [ERRONEOUS NO. 6]:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Subject to and without waiving said objections, Responding Party responds as follows:

None.

SPECIAL INTERROGATORY NO. 86 [ERRONEOUS NO. 7]:

IDENTIFY, in as much detail as possible, how YOUR alleged reliance on Daniel Solomita's alleged promise to provide YOU the option to purchase 1,000,000 shares of First American Group, Inc.'s common stock caused YOU to suffer damage and/or harm, as alleged in paragraph 50 of YOUR COMPLAINT.

RESPONSE TO SPECIAL INTERROGATORY NO. 86 [ERRONEOUS NO. 7]:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent that the Interrogatory seeks a legal conclusion. Subject to and without waiving said objections, Responding Party responds as follows:

Mr. Solomita transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff Henry Lorin, to himself and persons affiliated with him. Plaintiffs were never provided with the option to purchase shares of First American despite their willingness to complete a stock purchase agreement and deliver a check for \$8,000.

SPECIAL INTERROGATORY NO. 87 [ERRONEOUS NO. 8]:

IDENTIFY, in as much detail as possible, the specific injuries, damages and/or harm that YOU suffered as a result of Daniel Solomita's alleged refusal to perform under the alleged CONTRACT, as alleged in paragraphs 49 and 50 of YOUR COMPLAINT.

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1 **RESPONSE TO SPECIAL INTERROGATORY NO. 87 [ERRONEOUS NO. 8]:**

2 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
3 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
4 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
5 and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent
6 that the Interrogatory seeks a legal conclusion. Subject to and without waiving said objections,
7 Responding Party responds as follows:

8 Mr. Solomita transferred the 2,000,000 shares, which he had promised to sell to
9 Responding Party and Plaintiff Henry Lorin, to himself and persons affiliated with him. Plaintiffs
10 were never provided with the option to purchase shares of First American despite their
11 willingness to complete a stock purchase agreement and deliver a check for \$8,000.

12 **SPECIAL INTERROGATORY NO. 88 [ERRONEOUS NO. 9]:**

13 IDENTIFY any and all DOCUMENTS CONCERNING the specific injuries, damages
14 and/or harm that YOU suffered as a result of Daniel Solomita's alleged refusal to perform under
15 the alleged CONTRACT, as alleged in paragraphs 49 and 50 of YOUR COMPLAINT.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 88 [ERRONEOUS NO. 9]:**

17 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
18 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
19 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
20 and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent
21 that the Interrogatory seeks a legal conclusion. Subject to and without waiving said objections,
22 Responding Party responds as follows:

23 Responding Party has produced all non-privileged, responsive documents.

24 **SPECIAL INTERROGATORY NO. 89 [ERRONEOUS NO. 10]:**

25 IDENTIFY, in as much detail as possible, each and every fact supporting YOUR
26 contention that Daniel Solomita "acted with malice, oppression, and fraud," as alleged in
27 paragraph 51 of YOUR COMPLAINT.

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RESPONSE TO SPECIAL INTERROGATORY NO. 89 [ERRONEOUS NO. 101]:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent that the Interrogatory seeks a legal conclusion. Responding Party further objects to this Interrogatory on the grounds and to the extent it seeks information equally available to Propounding Party. Subject to and without waiving said objections, Responding Party responds as follows:

Responding Party objects to this Interrogatory on the grounds and to the extent that it is impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass, and oppress Responding Party. Responding Party further objects to this Interrogatory on the grounds and to the extent it seeks information equally available to Propounding Party. Subject to and without waiving said objections, Responding Party responds as follows:

On Thursday, September 25, 2014, Responding Party, Plaintiff Henry Lorin, Donald Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving entity of the reverse merger involving First American and Holdings, entered into an oral contract. As part of the oral contract, Mr. Solomita promised to grant Responding Party, Mr. Lorin, Mr. Danks, and Mr. Destler the option to purchase 1,000,000 free-trading shares of First American, at \$.008 per share. Mr. Solomita made this promise with the intent to induce Plaintiffs into providing certain services for him and his company, Loop Holdings, Inc. However, Mr. Solomita transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff Henry Lorin, to himself and persons affiliated with him. Plaintiffs were never provided with the option to purchase shares of First American despite their willingness to complete a stock purchase agreement and deliver a check for \$8,000.

Furthermore, on or about April 7, 2015, Responding Party introduced Mr. Solomita to Bruce Fogel who Mr. Solomita and Mr. Danks went on to visit in Florida. Shortly after that

1 meeting, Responding Party spoke to Mr. Danks over the phone in which they discussed the
2 possibility of Mr. Solomita cancelling the agreement between them. Mr. Solomita overheard this
3 phone call and was angered that Responding Party believed that he would cancel the agreement.
4 Shortly thereafter, Responding Party visited Mr. Solomita upon his return to Montreal. Mr.
5 Solomita was evasive toward Responding Party during this visit and informed Responding Party
6 that he would have to earn his shares.

7 Approximately a week after Responding Party visited Mr. Solomita, they met again at a
8 coffee shop in Montreal. During this second meeting, Mr. Solomita informed Responding Party
9 that he would give Responding Party 50,000 shares of First American, but that the next 50,000
10 shares would have to be earned, in contravention of the agreement reached on September 25,
11 2014.

12 **SPECIAL INTERROGATORY NO. 90 [ERRONEOUS NO. 11]:**

13 IDENTIFY, in as much detail as possible, each and every fact supporting YOUR
14 contention that Daniel Solomita intended to injure YOU, as alleged in paragraph 51 of YOUR
15 COMPLAINT.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 90 [ERRONEOUS NO. 11]:**

17 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
18 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
19 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
20 and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent
21 that the Interrogatory seeks a legal conclusion. Responding Party further objects to this
22 Interrogatory on the grounds and to the extent it seeks information equally available to
23 Propounding Party. Subject to and without waiving said objections, Responding Party responds as
24 follows:

25 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
26 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
27 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
28 and oppress Responding Party. Responding Party further objects to this Interrogatory on the

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1 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
2 and without waiving said objections, Responding Party responds as follows:

3 On Thursday, September 25, 2014, Responding Party, Plaintiff Henry Lorin, Donald
4 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
5 entity of the reverse merger involving First American and Holdings, entered into an oral contract.
6 As part of the oral contract, Mr. Solomita promised to grant Responding Party, Mr. Lorin, Mr.
7 Danks, and Mr. Destler the option to purchase 1,000,000 free-trading shares of First American, at
8 \$.008 per share. Mr. Solomita made this promise with the intent to induce Plaintiffs into
9 providing certain services for him and his company, Loop Holdings, Inc. However, Mr. Solomita
10 transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff
11 Henry Lorin, to himself and persons affiliated with him. Plaintiffs were never provided with the
12 option to purchase shares of First American despite their willingness to complete a stock purchase
13 agreement and deliver a check for \$8,000.

14 Furthermore, on or about April 7, 2015, Responding Party introduced Mr. Solomita to
15 Bruce Fogel who Mr. Solomita and Mr. Danks went on to visit in Florida. Shortly after that
16 meeting, Responding Party spoke to Mr. Danks over the phone in which they discussed the
17 possibility of Mr. Solomita cancelling the agreement between them. Mr. Solomita overheard this
18 phone call and was angered that Responding Party believed that he would cancel the agreement.
19 Shortly thereafter, Responding Party visited Mr. Solomita upon his return to Montreal. Mr.
20 Solomita was evasive toward Responding Party during this visit and informed Responding Party
21 that he would have to earn his shares.

22 Approximately a week after Responding Party visited Mr. Solomita, they met again at a
23 coffee shop in Montreal. During this second meeting, Mr. Solomita informed Responding Party
24 that he would give Responding Party 50,000 shares of First American, but that the next 50,000
25 shares would have to be earned, in contravention of the agreement reached on September 25,
26 2014.

27 **SPECIAL INTERROGATORY NO. 91 [ERRONEOUS NO. 12]:**

28 IDENTIFY, in as much detail as possible, each and every fact supporting YOUR

1 contention that Daniel Solomita knowingly and willfully disregarded YOUR rights, as alleged in
2 paragraph 51 of YOUR COMPLAINT.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 91 [ERROENOUS NO. 12]:**

4 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
5 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
6 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
7 and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent
8 that the Interrogatory seeks a legal conclusion. Responding Party further objects to this
9 Interrogatory on the grounds and to the extent it seeks information equally available to
10 Propounding Party. Subject to and without waiving said objections, Responding Party responds as
11 follows:

12 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
13 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
14 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
15 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
16 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
17 and without waiving said objections, Responding Party responds as follows:

18 On Thursday, September 25, 2014, Responding Party, Plaintiff Henry Lorin, Donald
19 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
20 entity of the reverse merger involving First American and Holdings, entered into an oral contract.
21 As part of the oral contract, Mr. Solomita promised to grant Responding Party, Mr. Lorin, Mr.
22 Danks, and Mr. Destler the option to purchase 1,000,000 free-trading shares of First American, at
23 \$.008 per share. Mr. Solomita made this promise with the intent to induce Plaintiffs into
24 providing certain services for him and his company, Loop Holdings, Inc. However, Mr. Solomita
25 transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff
26 Henry Lorin, to himself and persons affiliated with him. Plaintiffs were never provided with the
27 option to purchase shares of First American despite their willingness to complete a stock purchase
28 agreement and deliver a check for \$8,000.

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1 Furthermore, on or about April 7, 2015, Responding Party introduced Mr. Solomita to
2 Bruce Fogel who Mr. Solomita and Mr. Danks went on to visit in Florida. Shortly after that
3 meeting, Responding Party spoke to Mr. Danks over the phone in which they discussed the
4 possibility of Mr. Solomita cancelling the agreement between them. Mr. Solomita overheard this
5 phone call and was angered that Responding Party believed that he would cancel the agreement.
6 Shortly thereafter, Responding Party visited Mr. Solomita upon his return to Montreal. Mr.
7 Solomita was evasive toward Responding Party during this visit and informed Responding Party
8 that he would have to earn his shares.

9 Approximately a week after Responding Party visited Mr. Solomita, they met again at a
10 coffee shop in Montreal. During this second meeting, Mr. Solomita informed Responding Party
11 that he would give Responding Party 50,000 shares of First American, but that the next 50,000
12 shares would have to be earned, in contravention of the agreement reached on September 25,
13 2014.

14 **SPECIAL INTERROGATORY NO. 92 [ERRONEOUS NO. 13]:**

15 IDENTIFY, in as much detail as possible, each and every one of YOUR specific rights
16 that YOU allege Daniel Solomita knowingly and willfully disregarded in paragraph 51 of YOUR
17 COMPLAINT.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 92 [ERRONEOUS NO. 13]:**

19 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
20 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
21 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
22 and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent
23 that the Interrogatory seeks a legal conclusion. Subject to and without waiving said objections,
24 Responding Party responds as follows:

25 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
26 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
27 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
28 and oppress Responding Party. Responding Party further objects to this Interrogatory on the

1 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
2 and without waiving said objections, Responding Party responds as follows:

3 On Thursday, September 25, 2014, Responding Party, Plaintiff Henry Lorin, Donald
4 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
5 entity of the reverse merger involving First American and Holdings, entered into an oral contract.
6 As part of the oral contract, Mr. Solomita promised to grant Responding Party, Mr. Lorin, Mr.
7 Danks, and Mr. Destler the option to purchase 1,000,000 free-trading shares of First American, at
8 \$.008 per share. Mr. Solomita made this promise with the intent to induce Plaintiffs into
9 providing certain services for him and his company, Loop Holdings, Inc. However, Mr. Solomita
10 transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff
11 Henry Lorin, to himself and persons affiliated with him. Plaintiffs were never provided with the
12 option to purchase shares of First American despite their willingness to complete a stock purchase
13 agreement and deliver a check for \$8,000.

14 Furthermore, on or about April 7, 2015, Responding Party introduced Mr. Solomita to
15 Bruce Fogel who Mr. Solomita and Mr. Danks went on to visit in Florida. Shortly after that
16 meeting, Responding Party spoke to Mr. Danks over the phone in which they discussed the
17 possibility of Mr. Solomita cancelling the agreement between them. Mr. Solomita overheard this
18 phone call and was angered that Responding Party believed that he would cancel the agreement.
19 Shortly thereafter, Responding Party visited Mr. Solomita upon his return to Montreal. Mr.
20 Solomita was evasive toward Responding Party during this visit and informed Responding Party
21 that he would have to earn his shares.

22 Approximately a week after Responding Party visited Mr. Solomita, they met again at a
23 coffee shop in Montreal. During this second meeting, Mr. Solomita informed Responding Party
24 that he would give Responding Party 50,000 shares of First American, but that the next 50,000
25 shares would have to be earned, in contravention of the agreement reached on September 25,
26 2014.

27 **SPECIAL INTERROGATORY NO. 93 [ERRONEOUS NO. 14]:**

28 IDENTIFY, in as much detail as possible, each and every fact supporting YOUR

1 contention that Daniel Solomita's alleged conduct constituted "wanton dishonesty," as alleged in
2 paragraph 52 of YOUR COMPLAINT.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 93 [ERRONEOUS NO. 14]:**

4 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
5 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
6 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
7 and oppress Responding Party. Responding Party further objects to this Interrogatory to the extent
8 that the Interrogatory seeks a legal conclusion. Subject to and without waiving said objections,
9 Responding Party responds as follows:

10 Responding Party objects to this Interrogatory on the grounds and to the extent that it is
11 impermissibly overbroad in scope, unduly burdensome, not reasonably calculated to lead to the
12 discovery of relevant admissible evidence and, therefore, propounded solely to burden, harass,
13 and oppress Responding Party. Responding Party further objects to this Interrogatory on the
14 grounds and to the extent it seeks information equally available to Propounding Party. Subject to
15 and without waiving said objections, Responding Party responds as follows:

16 On Thursday, September 25, 2014, Responding Party, Plaintiff Henry Lorin, Donald
17 Danks, Jonathan Destler, and Defendant Daniel Solomita, on behalf of himself and the surviving
18 entity of the reverse merger involving First American and Holdings, entered into an oral contract.
19 As part of the oral contract, Mr. Solomita promised to grant Responding Party, Mr. Lorin, Mr.
20 Danks, and Mr. Destler the option to purchase 1,000,000 free-trading shares of First American, at
21 \$.008 per share. Mr. Solomita made this promise with the intent to induce Plaintiffs into
22 providing certain services for him and his company, Loop Holdings, Inc. However, Mr. Solomita
23 transferred the 2,000,000 shares, which he had promised to sell to Responding Party and Plaintiff
24 Henry Lorin, to himself and persons affiliated with him. Plaintiffs were never provided with the
25 option to purchase shares of First American despite their willingness to complete a stock purchase
26 agreement and deliver a check for \$8,000.

27 Furthermore, on or about April 7, 2015, Responding Party introduced Mr. Solomita to
28 Bruce Fogel who Mr. Solomita and Mr. Danks went on to visit in Florida. Shortly after that


1 meeting, Responding Party spoke to Mr. Danks over the phone in which they discussed the
2 possibility of Mr. Solomita cancelling the agreement between them. Mr. Solomita overheard this
3 phone call and was angered that Responding Party believed that he would cancel the agreement.
4 Shortly thereafter, Responding Party visited Mr. Solomita upon his return to Montreal. Mr.
5 Solomita was evasive toward Responding Party during this visit and informed Responding Party
6 that he would have to earn his shares.

7 Approximately a week after Responding Party visited Mr. Solomita, they met again at a
8 coffee shop in Montreal. During this second meeting, Mr. Solomita informed Responding Party
9 that he would give Responding Party 50,000 shares of First American, but that the next 50,000
10 shares would have to be earned, in contravention of the agreement reached on September 25,
11 2014.

12
13 Dated: February 26, 2018

BAKER & HOSTETLER LLP

14
15 By:


Michael R. Matthias
Jihee Ahn
F. Lucas Paule

16
17 *Attorneys for Plaintiffs*
18 HENRY LORIN and PAUL CUGNO
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VERIFICATION TO FOLLOW

8107170190

1 PROOF OF SERVICE

2 *Paul M. Cugno, et al. v. Daniel Solomita, et al.*
3 [LASC Case No. BC648640]

4 I, Priscilla Markus, declare:

5 I am employed in Los Angeles County, California. I am over the age of eighteen years
6 and not a party to the within-entitled action. My business address is 11601 Wilshire Boulevard,
Suite 1400, Los Angeles, CA 90025-0509. On February 26, 2018, I served a copy of the within
document(s):

7 **PLAINTIFF PAUL M. CUGNO'S RESPONSES TO DANIEL SOLOMITA'S SPECIAL**
8 **INTERROGATORIES, SET TWO**

9 ☒ **VIA U.S. MAIL.** by placing the document(s) listed above in a sealed envelope with postage
10 thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth
below. I am readily familiar with the firm's practice of collection and processing
11 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
Service on that same day with postage thereon fully prepaid in the ordinary course of
12 business. I am aware that on motion of the party served, service is presumed invalid if postal
cancellation date or postage meter date is more than one day after date of deposit for mailing
in affidavit.

13 Aalok Sharma
14 Mark E. Gustafson
WHITE & CASTLE LLP
15 555 S. Flower St., Suite 2700
Los Angeles, CA 90071-2433
16 Tel: 213.620.7700
Fax: 213.452.2329
17 Email: asharma@whitecase.com:
mgustafson@whitecase.com

Attorneys for Defendants
LOOP INDUSTRIES, INC.; LOOP HOLDINGS,
INC.; and DANIEL SOLOMITA

18
19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct.

21 Executed on February 26, 2018, at Los Angeles, California.

22 
23 Priscilla Markus

24 611957576

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VERIFICATION

Henry Lorin, et al. v. Loop Industries, Inc., et al.
[LASC, Case No. BC648640]

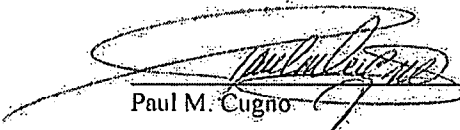
I, *Paul M. Cugno*, declare:

I am a party to this action.

I have read the foregoing **PLAINTIFF PAUL M. CUGNO'S RESPONSES TO DANIEL SOLOMITA'S SPECIAL INTERROGATORIES, SET TWO** (the "Responses") and know the contents thereof. I am informed and believe and thereon allege that the contents of the Responses are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 26th day of February, 2018 at Hudson


Paul M. Cugno

BAKER & HOSTETLER LLP
ATTORNEYS AT LAW
LOS ANGELES

VERIFICATION

06/02/2018

1 WHITE & CASE LLP
2 AALOK SHARMA (SBN: 205220)
3 MARK E. GUSTAFSON (SBN: 198902)
4 555 S. Flower Street, Suite 2700
5 Los Angeles, CA 90071-2433
6 Telephone: (213) 620-7700
7 Facsimile: (213) 452-2329
8 Email: asharma@whitecase.com
9 Email: mustafson@whitecase.com

10 Attorneys for Defendants
11 Loop Industries, Inc.; Loop Holdings, Inc.; and
12 Daniel Solomita

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

HENRY LORIN, an individual; and PAUL M.
CUGNO, an individual,

Plaintiffs,

v.

LOOP INDUSTRIES, INC., a Nevada
corporation; LOOP HOLDINGS, INC., a
Nevada corporation; and DANIEL
SOLOMITA, an individual,

Defendants.

Case No. BC648640
(Assigned to Hon. Gregory Alarcon;
Dept. 36)

**DEFENDANT LOOP INDUSTRIES,
INC.'S RESPONSES TO FIRST SET OF
FORM INTERROGATORIES
PROPOUNDED BY HENRY LORIN**

Complaint Filed: January 27, 2017
First Amended Complaint Filed: February
7, 2017

PROPOUNDING PARTY: Defendant Loop Industries, Inc.

RESPONDING PARTY: Plaintiff Henry Lorin

SET NUMBER: One

Pursuant to California Code of Civil Procedure section 2030.010 *et seq.*, defendant Loop Industries, Inc. ("Loop Industries") hereby submits these objections and responses to the Form Interrogatories, Set One (referred to herein individually as "Form Interrogatory" or "Interrogatory" and collectively as "Form Interrogatories" or "Interrogatories") served by Plaintiff Henry Lorin. Loop Industries makes these responses solely for the purpose of this action. Loop Industries gives each answer subject to the following general and specific

- 1 -

LOOP INDUSTRIES, INC.'S RESPONSES TO FORM INTERROGATORIES
PROPOUNDED BY HENRY LORIN (SET NO., 1)

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1 objections set forth below.

2 **PRELIMINARY STATEMENT**

3 Discovery and investigation of this matter are in progress and ongoing, and may
4 result in the location of additional information and/or documents that are responsive to or
5 otherwise affect the responses to the Form Interrogatories. Loop Industries' further investigation
6 and discovery also may reveal that the facts and documents responsive to the Form
7 Interrogatories are imperfectly understood or that he possesses additional legal theories
8 supporting his defenses in this case, together with additional facts, documents, and/or witnesses in
9 support thereof. Loop Industries responds to the Form Interrogatories based upon the information
10 and documents presently known to and available to him. Loop Industries reserves the right,
11 without obligating himself to do so, to conduct further discovery and investigation for
12 information and documents which, if presently known, would have affected these responses.
13 Loop Industries further reserves the right to amend and/or supplement his written responses in the
14 event such other materials or information are discovered or in the event any information,
15 document, or objection is unintentionally omitted. Loop Industries, however, assumes no
16 obligation to voluntarily supplement or amend these responses and objections to reflect
17 information, evidence, documents or things discovered following service of these responses and
18 objections. Nevertheless, Loop Industries expressly reserves the right to rely on, at any time,
19 including, but not limited to trial, subsequently discovered information and/or documents or other
20 information or evidence omitted from the responses or objections to the Form Interrogatories as
21 the result of error, oversight, or inadvertence.

22 **GENERAL OBJECTIONS**

23 Specific objections to the Form Interrogatories are stated in response to each
24 Interrogatory. In addition, Loop Industries asserts the following general objections to each and
25 every Form Interrogatory contained in Plaintiff's Form Interrogatories, Set One:

26 1. Loop Industries objects to each Form Interrogatory to the extent that it seeks
27 information and/or documents that are neither relevant to the subject matter of this action nor
28

1 reasonably calculated to lead to the discovery of admissible evidence and, therefore, is beyond the
2 scope of permissible discovery.

3 2. Loop Industries objects to each Form Interrogatory insofar as it is overbroad in
4 seeking information and/or documents that are neither relevant nor reasonably calculated to lead
5 to the discovery of admissible evidence.

6 3. Loop Industries objects to each Form Interrogatory insofar as it is overbroad
7 and/or not reasonably calculated to lead to the discovery of admissible evidence such that
8 responding to the interrogatory would be unduly burdensome and oppressive to Loop Industries.

9 4. Loop Industries objects to each Form Interrogatory to the extent it calls for
10 information and/or documents protected from disclosure by the attorney-client privilege or the
11 attorney work product doctrine, or any other privilege or immunity.

12 5. Loop Industries objects to each Form Interrogatory insofar as it seeks information
13 and/or documents not within Loop Industries's possession, custody, or control and/or not
14 reasonably available to Loop Industries, or which are more readily or equally available to
15 Plaintiffs Henry Lorin and/or Paul Cugno.

16 6. Loop Industries objects to each Form Interrogatory insofar as it calls for
17 information and/or documents that are private, privileged, proprietary, or confidential commercial
18 and/or proprietary business information, and/or the disclosure of which would constitute an
19 unwarranted invasion of the privacy rights of any current or former employee or agent of Loop
20 Industries, or any third party, under the California and United States Constitutions, and/or any
21 statutory or common-law rights of privacy and/or confidentiality.

22 7. Loop Industries objects to each Form Interrogatory insofar as it misstates or
23 mischaracterizes the content or meaning of writings, agreements, and documents at issue in this
24 action.

25 8. Loop Industries objects to each Form Interrogatory to the extent it calls for
26 information that otherwise exceeds the obligations of a responding party under California Code of
27 Civil Procedure section 2031.210 *et seq.*
28

1 9. Loop Industries interposes its responses to the Form Interrogatories solely for the
2 purpose of admitting or denying the genuineness of the documents attached thereto and not for
3 any other purpose. Loop Industries' responses to these Form Interrogatories are given without
4 waiving, and expressly reserving: (a) all objections as to the competency, relevancy, materiality,
5 admissibility, or any other use of the responses and the subject matter thereof as evidence for any
6 purpose in any further proceeding in this action, including the trial of this action, or in any other
7 action; and (b) all privileges, including the attorney-client privilege and the work product
8 doctrine. Loop Industries expressly reserves the right to assert such objections and privileges in
9 any further proceeding in this action, including trial of this action, or in any other action.

10 10. Loop Industries objects to each and every interrogatory that uses the term
11 "INCIDENT" on the grounds that the purported definition provided in Section 4(a)(1) of the
12 Form Interrogatories on the grounds that: (1) the default definition provided in Section 4(a)(1) is
13 not intended for this type of case; (2) the phrase "circumstances and events surrounding the
14 alleged incident" is vague, overly broad, and unintelligible such that Loop Industries cannot in
15 good faith frame an intelligent reply; and (3) the purported definition is vague, ambiguous, overly
16 broad, and unintelligible because it fails to specify what the "INCIDENT" is or when the alleged
17 "INCIDENT" occurred, rendering it impossible for Loop Industries to frame an intelligent reply.

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State the name, **ADDRESS**, telephone number, and relationship to you of each **PERSON** who prepared or assisted in the preparation of the responses to these interrogatories. (*Do not identify anyone who simply typed or reproduced these responses.*)

In addition to its General Objections which are hereby incorporated into this response, Loop Industries objects on the grounds this interrogatory is overbroad, unduly burdensome, vague and ambiguous, and seeks information not relevant nor reasonably calculated to lead to the discovery of admissible evidence. Loop Industries further objects on the grounds that this interrogatory seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable privilege or protection, and seeks information that is confidential or proprietary and/or trade secret information. Subject to, and without waiving his objections, Loop Industries further responds as follows:

FORM INTERROGATORY NO. 3.1:

- (a) the name stated in the current articles of incorporation;
- (b) all other names used by the corporation during the past 10 years and the dates each was used;
- (c) the date and place of incorporation;
- (d) the **ADDRESS** of the principal place of business; and
- (e) whether you are qualified to do business in California.

1 **RESPONSE TO FORM INTERROGATORY NO. 3.1:**

2 Yes.

3 (a) Loop Industries, Inc.

4 (b) On information and belief, the company was incorporated under the laws of the
5 state of Nevada on March 11, 2010 under the name Radikal Phones Inc., changed
6 its name to First American Group, Inc. on October 7, 2010 and changed its name
7 to Loop Industries, Inc. effective July 21, 2015

8 (c) See (b) above.

9 (d) 480 Fernand Poitras St. Terrebonne, QC, J6Y 1Y4

10 (e) Yes.

11
12 **FORM INTERROGATORY NO. 3.2:**

13 Are you a partnership? If so, state:

14 (a) the current partnership name;

15 (b) all other names used by the partnership during the past 10 years and the dates each
16 was used;

17 (c) whether you are a limited partnership and, if so, under the laws of what
18 jurisdiction;

19 (d) the name and **ADDRESS** of each general partner; and

20 (e) the **ADDRESS** of the principal place of business.

21 **RESPONSE TO FORM INTERROGATORY NO. 3.2:**

22 No.

23 **FORM INTERROGATORY NO. 3.3:**

24 Are you a limited liability company? If so, state:

25 (a) the name stated in the current articles of organization;

26 (b) all other names used by the company during the past 10 years and the date each
27 was used;

28 (c) the date and place of filing of the articles of organization;

- 6 -

LOOP INDUSTRIES, INC.'S RESPONSES TO FORM INTERROGATORIES
PROPOUNDED BY HENRY LORIN (SET NO. 1)

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1 (d) the ADDRESS of the principal place of business; and

2 (e) whether you are qualified to do business in California.

3 **RESPONSE TO FORM INTERROGATORY NO. 3.3:**

4 No.

5 **FORM INTERROGATORY NO. 3.4:**

6 Are you a joint venture? If so, state:

7 (a) the current joint venture name;

8 (b) all other names used by the joint venture during the past 10 years and the dates
9 each was used;

10 (c) the name and ADDRESS of each joint venturer; and

11 (d) the ADDRESS of the principal place of business.

12 **RESPONSE TO FORM INTERROGATORY NO. 3.4:**

13 No.

14 **FORM INTERROGATORY NO. 3.5:**

15 Are you an unincorporated association? If so, state:

16 (a) the current unincorporated association name;

17 (b) all other names used by the unincorporated association during the past 10 years
18 and the dates each was used; and

19 (c) the ADDRESS of the principal place of business.

20 **RESPONSE TO FORM INTERROGATORY NO. 3.5:**

21 No.

22 **FORM INTERROGATORY NO. 3.6:**

23 Have you done business under a fictitious name during the past 10 years? If so, for each
24 fictitious name state:

25 (a) the name;

26 (b) the dates each was used;

27 (c) the state and county of each fictitious name filing; and

28 (d) the ADDRESS of the principal place of business.

1 **RESPONSE TO FORM INTERROGATORY NO. 3.6:**

2 No.

3 **FORM INTERROGATORY NO. 3.7:**

4 Within the past five years has any public entity registered or licensed your business? If
5 so, for each license or registration:

- 6 (a) identify the license or registration;
7 (b) state the name of the public entity; and
8 (c) state the dates of issuance and expiration.

9 **RESPONSE TO FORM INTERROGATORY NO. 3.7:**

10 No.

11
12 **FORM INTERROGATORY NO. 4.1:**

13 At the time of the **INCIDENT**, was there in effect any policy of insurance through which
14 you were or might be insured in any manner (for example, primary, pro-rata, or excess liability
15 coverage or medical expense coverage) for the damages, claims, or actions that have arisen out of
16 the **INCIDENT**? If so, for each policy state:

- 17 (a) the kind of coverage;
18 (b) the name and **ADDRESS** of the insurance company;
19 (c) the name, **ADDRESS**, and telephone number of each named insured;
20 (d) the policy number;
21 (e) the limits of coverage for each type of coverage contained in the policy;
22 (f) whether any reservation of rights or controversy or coverage dispute exists
23 between you and the insurance company; and
24 (g) the name, **ADDRESS**, and telephone number of the custodian of the policy.

25 **RESPONSE TO FORM INTERROGATORY NO. 4.1:**

26 Loop Industries specifically incorporates the General Objections stated above. Loop
27 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
28 alleges multiple purported interactions and the interrogatory does not specify which alleged

1 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
2 responds as follows: Loop Industries does not believe Plaintiffs have suffered any damage or
3 have any claims or causes of action. Loop Industries does not believe that any insurance policy is
4 applicable in this case.

5
6
7 **FORM INTERROGATORY NO. 4.2:**

8 Are you self-insured under any statute for the damages, claims, or actions that have arisen
9 out of the **INCIDENT**? If so, specify the statute.

10 **RESPONSE TO FORM INTERROGATORY NO. 4.2:**

11 Loop Industries specifically incorporates the General Objections stated above. Loop
12 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
13 alleges multiple purported interactions and the interrogatory does not specify which alleged
14 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
15 responds as follows: Loop Industries does not believe Plaintiffs have suffered any damage or
16 have any claims or causes of action. Loop Industries does not believe that any statute applies in
17 this case under which Loop Industries is self-insured.

18
19 **FORM INTERROGATORY NO. 6.3:**

20 Do you still have any complaints that you attribute to the **INCIDENT**? If so, for each
21 complaint state:

- 22 (a) a description;
23 (b) whether the complaint is subsiding, remaining the same, or becoming worse; and
24 (c) the frequency and duration.

25 **RESPONSE TO FORM INTERROGATORY NO. 6.3:**

26 Loop Industries specifically incorporates the General Objections stated above. Loop
27 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
28 alleges multiple purported interactions and the interrogatory does not specify which alleged

1 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
2 responds as follows: Loop Industries does not allege any injuries.

3
4 **FORM INTERROGATORY NO. 7.1:**

5 Do you attribute any loss of or damage to a vehicle or other property to the **INCIDENT**?

6 If so, for each item of property:

- 7 (a) describe the property;
- 8 (b) describe the nature and location of the damage to the property;
- 9 (c) state the amount of damage you are claiming for each item of property and how
10 the amount was calculated; and
- 11 (d) if the property was sold, state the name, **ADDRESS**, and telephone number of the
12 seller, the date of sale, and the sale price.

13 **RESPONSE TO FORM INTERROGATORY NO. 7.1:**

14 Loop Industries specifically incorporates the General Objections stated above. Loop
15 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
16 alleges multiple purported interactions and the interrogatory does not specify which alleged
17 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
18 responds as follows: Loop Industries does not allege any loss or damage to a vehicle or property.

19
20 **FORM INTERROGATORY NO. 7.2:**

21 Has a written estimate or evaluation been made for any item of property referred to in
22 your answer to the preceding interrogatory? If so, for each estimate or evaluation state:

- 23 (a) the name, **ADDRESS**, and telephone number of the **PERSON** who prepared it and
24 the date prepared;
- 25 (b) the name, **ADDRESS**, and telephone number of each **PERSON** who has a copy of
26 it; and
- 27 (c) the amount of damage stated.
- 28

1 **RESPONSE TO FORM INTERROGATORY NO. 7.2:**

2 Loop Industries specifically incorporates the General Objections stated above. Loop
3 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
4 alleges multiple purported interactions and the interrogatory does not specify which alleged
5 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
6 responds as follows: See response to interrogatory number 7.1.
7

8 **FORM INTERROGATORY NO. 7.3:**

9 Has any item of property referred to in your answer to interrogatory 7.1 been repaired? If
10 so, for each item state:

- 11 (a) the date repaired;
12 (b) a description of the repair;
13 (c) the repair cost;
14 (d) the name, ADDRESS, and telephone number of the PERSON who repaired it;
15 (e) the name, ADDRESS, and telephone number of the PERSON who paid for the
16 repair.

17 **RESPONSE TO FORM INTERROGATORY NO. 7.3:**

18 Loop Industries specifically incorporates the General Objections stated above. Loop
19 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
20 alleges multiple purported interactions and the interrogatory does not specify which alleged
21 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
22 responds as follows: See response to interrogatory number 7.1.
23

24 **FORM INTERROGATORY NO. 8.1:**

25 Do you attribute any loss of income or earning capacity to the INCIDENT? (If your
26 answer is "no," do not answer interrogatories 8.2 through 8.8.)

27 **RESPONSE TO FORM INTERROGATORY NO. 8.1:**

28 Loop Industries specifically incorporates the General Objections stated above. Loop

1 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
2 alleges multiple purported interactions and the interrogatory does not specify which alleged
3 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
4 responds as follows: Loop Industries does not allege any loss of income or earning capacity in
5 this action.

6
7 **FORM INTERROGATORY NO. 8.2:**

8 State:

- 9 (a) the nature of your work;
10 (b) your job title at the time of the **INCIDENT**; and
11 (c) the date your employment began.

12 **RESPONSE TO FORM INTERROGATORY NO. 8.2:**

13 Loop Industries specifically incorporates the General Objections stated above. Loop
14 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
15 alleges multiple purported interactions and the interrogatory does not specify which alleged
16 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
17 responds as follows: See response to interrogatory number 8.1.

18 **FORM INTERROGATORY NO. 8.3:**

19 State the last date before the **INCIDENT** that you worked for compensation.

20 **RESPONSE TO FORM INTERROGATORY NO. 8.3:**

21 Loop Industries specifically incorporates the General Objections stated above. Loop
22 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
23 alleges multiple purported interactions and the interrogatory does not specify which alleged
24 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
25 responds as follows: See response to interrogatory number 8.1.

26 **FORM INTERROGATORY NO. 8.4:**

27 State your monthly income at the time of the **INCIDENT** and how the amount was
28 calculated.

1 **RESPONSE TO FORM INTERROGATORY NO. 8.4:**

2 Loop Industries specifically incorporates the General Objections stated above. Loop
3 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
4 alleges multiple purported interactions and the interrogatory does not specify which alleged
5 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
6 responds as follows: See response to interrogatory number 8.1.

7 **FORM INTERROGATORY NO. 8.5:**

8 State the date you returned to work at each place of employment following the
9 **INCIDENT.**

10 **RESPONSE TO FORM INTERROGATORY NO. 8.5:**

11 Loop Industries specifically incorporates the General Objections stated above. Loop
12 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
13 alleges multiple purported interactions and the interrogatory does not specify which alleged
14 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
15 responds as follows: See response to interrogatory number 8.1.

16 **FORM INTERROGATORY NO. 8.6:**

17 State the dates you did not work and for which you lost income as a result of the
18 **INCIDENT.**

19 **RESPONSE TO FORM INTERROGATORY NO. 8.6:**

20 Loop Industries specifically incorporates the General Objections stated above. Loop
21 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
22 alleges multiple purported interactions and the interrogatory does not specify which alleged
23 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
24 responds as follows: See response to interrogatory number 8.1.

25 **FORM INTERROGATORY NO. 8.7:**

26 State the total income you have lost to date as a result of the **INCIDENT** and how the
27 amount was calculated.
28

1 **RESPONSE TO FORM INTERROGATORY NO. 8.7:**

2 Loop Industries specifically incorporates the General Objections stated above. Loop
3 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
4 alleges multiple purported interactions and the interrogatory does not specify which alleged
5 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
6 responds as follows: See response to interrogatory number 8.1.
7

8 **FORM INTERROGATORY NO. 8.8:**

9 Will you lose income in the future as a result of the **INCIDENT**? If so, state:

- 10 (a) the facts upon which you base this contention;
11 (b) an estimate of the amount;
12 (c) an estimate of how long you will be unable to work; and
13 (d) how the claim for future income is calculated.

14 **RESPONSE TO FORM INTERROGATORY NO. 8.8:**

15 Loop Industries specifically incorporates the General Objections stated above. Loop
16 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
17 alleges multiple purported interactions and the interrogatory does not specify which alleged
18 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
19 responds as follows: See response to interrogatory number 8.1.
20

21 **FORM INTERROGATORY NO. 9.1:**

22 Are there any other damages that you attribute to the **INCIDENT**? If so, for each item of
23 damage state:

- 24 (a) the nature;
25 (b) the date it occurred;
26 (c) the amount; and
27 (d) the name, **ADDRESS**, and telephone number of each **PERSON** to whom an
28 obligation was incurred.

1 **RESPONSE TO FORM INTERROGATORY NO. 9.1:**

2 Loop Industries specifically incorporates the General Objections stated above. Loop
3 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
4 alleges multiple purported interactions and the interrogatory does not specify which alleged
5 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
6 responds as follows: Loop Industries does not allege a claim for damages in this action.

7
8
9 **FORM INTERROGATORY NO. 9.2:**

10 Do any **DOCUMENTS** support the existence or amount of any item of damages claimed
11 in interrogatory 9.1? If so, describe each document and state the name, **ADDRESS**, and
12 telephone number of the **PERSON** who has each **DOCUMENT**.

13 **RESPONSE TO FORM INTERROGATORY NO. 9.2:**

14 Loop Industries specifically incorporates the General Objections stated above. Loop
15 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
16 alleges multiple purported interactions and the interrogatory does not specify which alleged
17 interaction is referenced. Subject to, and without waiving his objections, Loop Industries further
18 responds as follows: See response to interrogatory number 9.1.

19
20 **FORM INTERROGATORY NO. 12.1:**

21 State the name, **ADDRESS**, and telephone number of each individual:

- 22 (a) who witnessed the **INCIDENT** or the events occurring immediately before or after
23 the **INCIDENT**;
24 (b) who made any statement at the scene of the **INCIDENT**;
25 (c) who heard any statements made about the **INCIDENT** by any individual at the
26 scene; and
27 (d) who **YOU OR ANYONE ACTING ON YOUR BEHALF** claim has knowledge
28 of the **INCIDENT** (except for expert witnesses covered by Code of Civil

Procedure section 2034).

RESPONSE TO FORM INTERROGATORY NO. 12.1:

Loop Industries specifically incorporates the General Objections stated above. Loop Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple purported interactions and the interrogatory does not specify which alleged interaction is referenced. Loop Industries further objects on the grounds that this interrogatory seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable privilege or protection, and seeks information that is confidential or proprietary and/or trade secret information. Subject to, and without waiving his objections, Loop Industries further responds as follows: the primary witnesses to the interactions among Plaintiffs and Defendants include Daniel Solomita, Donald Danks, Henry Lorin, Paul Cugno, and Jonathan Destler.

FORM INTERROGATORY NO. 12.2:

Have **YOU OR ANYONE ACTING ON YOUR BEHALF** interviewed any individual concerning the **INCIDENT**? If so, for each individual state:

- (a) the name, **ADDRESS**, and telephone number of the individual interviewed;
- (b) the date of the interview; and
- (c) the name, **ADDRESS**, and telephone number of the **PERSON** who conducted the interview.

RESPONSE TO FORM INTERROGATORY NO. 12.2:

Loop Industries specifically incorporates the General Objections stated above. Loop Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple purported interactions and the interrogatory does not specify which alleged interaction is referenced. Loop Industries further objects on the grounds that this interrogatory seeks information protected from disclosure by the attorney-client privilege, the attorney work

1 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
2 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
3 privilege or protection, and seeks information that is confidential or proprietary and/or trade
4 secret information.

5
6 **FORM INTERROGATORY NO. 12.3:**

7 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** obtained a written or
8 recorded statement from any individual concerning the **INCIDENT**? If so, for each statement
9 state:

- 10 (a) the name, **ADDRESS**, and telephone number of the individual from whom the
11 statement was obtained;
12 (b) the name, **ADDRESS**, and telephone number of the individual who obtained the
13 statement;
14 (c) the date the statement was obtained; and
15 (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the
16 original statement or a copy.

17 **RESPONSE TO FORM INTERROGATORY NO. 12.3:**

18 Loop Industries specifically incorporates the General Objections stated above. Loop
19 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
20 alleges multiple purported interactions and the interrogatory does not specify which alleged
21 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
22 seeks information protected from disclosure by the attorney-client privilege, the attorney work
23 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
24 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
25 privilege or protection, and seeks information that is confidential or proprietary and/or trade
26 secret information.

1 **FORM INTERROGATORY NO. 12.4:**

2 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** know of any photographs,
3 films, or videotapes depicting any place, object, or individual concerning the **INCIDENT** or
4 plaintiff's injuries? If so, state:

- 5 (a) the number of photographs or feet of film or videotape;
6 (b) the places, objects, or persons photographed, filmed, or videotaped;
7 (c) the date the photographs, films, or videotapes were taken;
8 (d) the name, **ADDRESS**, and telephone number of the individual taking the
9 photographs, films, or videotapes; and
10 (e) the name, **ADDRESS**, and telephone number of each **PERSON** who has the
11 original or a copy of the photographs, films, or videotapes.

12 **RESPONSE TO FORM INTERROGATORY NO. 12.4:**

13 Loop Industries specifically incorporates the General Objections stated above. Loop
14 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
15 alleges multiple purported interactions and the interrogatory does not specify which alleged
16 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
17 seeks information protected from disclosure by the attorney-client privilege, the attorney work
18 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
19 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
20 privilege or protection, and seeks information that is confidential or proprietary and/or trade
21 secret information. Subject to, and without waiving his objections, Loop Industries further
22 responds as follows: Loop Industries is unaware of any photographs regarding any alleged
23 interactions that are the subject of the First Amended Complaint ("FAC").

24
25 **FORM INTERROGATORY NO. 12.5:**

26 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** know of any diagram,
27 reproduction, or model of any place or thing (except for items developed by expert witnesses
28 covered by Code of Civil Procedure sections 2034.210-2034.310) concerning the **INCIDENT**?

1 If so, for each item state:

- 2 (a) the type (i.e., diagram, reproduction, or model);
3 (b) the subject matter; and
4 (c) the name, **ADDRESS**, and telephone number of each **PERSON** who has it.

5 **RESPONSE TO FORM INTERROGATORY NO. 12.5:**

6 Loop Industries specifically incorporates the General Objections stated above. Loop
7 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
8 alleges multiple purported interactions and the interrogatory does not specify which alleged
9 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
10 seeks information protected from disclosure by the attorney-client privilege, the attorney work
11 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
12 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
13 privilege or protection, and seeks information that is confidential or proprietary and/or trade
14 secret information. Subject to, and without waiving his objections, Loop Industries further
15 responds as follows: Loop Industries is unaware of any diagrams, reproductions or models of any
16 places or things regarding any alleged interactions that are the subject of the FAC.

17 **FORM INTERROGATORY NO. 12.6:**

18 Was a report made by any **PERSON** concerning the **INCIDENT**? If so, state:

- 19 (a) the name, title, identification number, and employer of the **PERSON** who made
20 the report;
21 (b) the date and type of report made;
22 (c) the name, **ADDRESS**, and telephone number of the **PERSON** for whom the
23 report was made; and
24 (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the
25 original or a copy of the report.

26 **RESPONSE TO FORM INTERROGATORY NO. 12.6:**

27 Loop Industries specifically incorporates the General Objections stated above. Loop
28 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff

1 alleges multiple purported interactions and the interrogatory does not specify which alleged
2 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
3 seeks information protected from disclosure by the attorney-client privilege, the attorney work
4 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
5 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
6 privilege or protection, and seeks information that is confidential or proprietary and/or trade
7 secret information.

8
9 **FORM INTERROGATORY NO. 12.7:**

10 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** inspected the scene of the
11 **INCIDENT?** If so, for each inspection state:

- 12 (a) the name, **ADDRESS**, and telephone number of the individual making the
13 inspection (except for expert witnesses covered by Code of Civil Procedure
14 sections 2034.210–2034.310); and
15 (b) the date of the inspection.

16 **RESPONSE TO FORM INTERROGATORY NO. 12.7:**

17 Loop Industries specifically incorporates the General Objections stated above. Loop
18 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
19 alleges multiple purported interactions and the interrogatory does not specify which alleged
20 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
21 seeks information protected from disclosure by the attorney-client privilege, the attorney work
22 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
23 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
24 privilege or protection, and seeks information that is confidential or proprietary and/or trade
25 secret information. Subject to, and without waiving his objections, Loop Industries further
26 responds as follows: Loop Industries is unaware of any inspections of the scene of any alleged
27 interactions that are the subject of the FAC.
28

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: 231. ON YKOTACOBKETH MKOF

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: 131. ON YKOTACOBKETH MKOF OLESNOBSEK

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: 131. ON YKOTACOBKETH MKOF

1 (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the
2 original or a copy.

3 **RESPONSE TO FORM INTERROGATORY NO. 13.2:**

4 Loop Industries specifically incorporates the General Objections stated above. Loop
5 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
6 alleges multiple purported interactions and the interrogatory does not specify which alleged
7 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
8 seeks information protected from disclosure by the attorney-client privilege, the attorney work
9 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
10 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
11 privilege or protection, and seeks information that is confidential or proprietary and/or trade
12 secret information. Subject to, and without waiving his objections, Loop Industries further
13 responds as follows: Inapplicable.
14

15 **FORM INTERROGATORY NO. 14.1:**

16 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** contend that any **PERSON**
17 involved in the **INCIDENT** violated any statute, ordinance, or regulation and that the violation
18 was a legal (proximate) cause of the **INCIDENT**? If so, identify the name, **ADDRESS**, and
19 telephone number of each **PERSON** and the statute, ordinance, or regulation that was violated.

20 **RESPONSE TO FORM INTERROGATORY NO. 14.1:**

21 Loop Industries specifically incorporates the General Objections stated above. Loop
22 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
23 alleges multiple purported interactions and the interrogatory does not specify which alleged
24 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
25 seeks information protected from disclosure by the attorney-client privilege, the attorney work
26 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
27 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
28 privilege or protection, and seeks information that is confidential or proprietary and/or trade

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1 secret information. Subject to, and without waiving his objections, Loop Industries further
2 responds as follows: Loop Industries does not allege that the violation of any statute, ordinance,
3 or regulation that "caused" an incident. Loop Industries does allege that the purported contractual
4 relationship alleged in the FAC would violate the Securities Exchange Act of 1934 and the
5 statutes and regulations issued thereunder and would violate the applicable statute of frauds,
6 including New York General Obligations Law 5-701(10).

7
8 **FORM INTERROGATORY NO. 14.2:**

9 Was any **PERSON** cited or charged with a violation of any statute, ordinance, or
10 regulation as a result of this **INCIDENT**? If so, for each **PERSON** state:

- 11 (a) the name, **ADDRESS**, and telephone number of the **PERSON**;
12 (b) the statute, ordinance, or regulation allegedly violated;
13 (c) whether the **PERSON** entered into a plea in response to the citation or charge,
14 and, if so, the plea entered; and
15 (d) the name and **ADDRESS** of the court or administrative agency, names of the
16 parties, and case number.

17 **RESPONSE TO FORM INTERROGATORY NO. 14.2:**

18 Loop Industries specifically incorporates the General Objections stated above. Loop
19 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
20 alleges multiple purported interactions and the interrogatory does not specify which alleged
21 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
22 seeks information protected from disclosure by the attorney-client privilege, the attorney work
23 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
24 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
25 privilege or protection, and seeks information that is confidential or proprietary and/or trade
26 secret information. Subject to, and without waiving his objections, Loop Industries further
27 responds as follows: No.
28

1 **FORM INTERROGATORY NO. 15.1:**

2 Identify each denial of a material allegation and each special or affirmative defense in
3 your pleadings and for each:

- 4 (a) state all facts upon which you base the denial or special or affirmative defense;
5 (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who
6 have knowledge of those facts; and
7 (c) identify all **DOCUMENTS** and other tangible things that support your denial or
8 special or affirmative defense, and state the name, **ADDRESS**, and telephone
9 number of the **PERSON** who has each **DOCUMENT**.

10 **RESPONSE TO FORM INTERROGATORY NO. 15.1:**

11 Loop Industries specifically incorporates the General Objections stated above. Loop
12 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
13 alleges multiple purported interactions and the interrogatory does not specify which alleged
14 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
15 seeks information protected from disclosure by the attorney-client privilege, the attorney work
16 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
17 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
18 privilege or protection, and seeks information that is confidential or proprietary and/or trade
19 secret information. Subject to, and without waiving his objections, Loop Industries further
20 responds as follows:

21 Loop Industries summarizes his denials and defenses below. Loop Industries generally
22 denies the allegations in the FAC and alleges the following affirmative defenses: failure to state a
23 claim; ambiguity and additional defenses; lack of privity or adoption; no contract; indefinite
24 alleged contract; statute of frauds; illegality; Plaintiffs' failure to perform; waiver; equitable
25 estoppel; unclean hands; laches; unjust enrichment; and failure to mitigate.

26 In summary, the facts do not support any of the claims alleged in the FAC, no contract
27 existed as alleged, and no actionable misrepresentation was made to Plaintiffs. There is no
28 enforceable contract between Plaintiffs (or either of them) and any of the Defendants; Defendants

1 did not enter into or adopt any alleged contract with Plaintiffs; Plaintiffs did not perform under
2 any alleged contract; Defendants did not breach any alleged contract; and Plaintiffs did not suffer
3 any compensable damages.

4 Plaintiffs have not identified any exchange of promises (let alone enforceable promises)
5 between Defendants and Plaintiffs, and no such promises were exchanged.

6 Plaintiffs allege broad categories of services they were requested to participate in, in some
7 unidentified manner and with no identified measures of performance or success, involving (1) the
8 capitalization of Loop Holdings; and (2) facilitation of a reverse merger between Loop Holdings
9 and Loop Industries. Plaintiffs' allegations do not allow the court "to ascertain the parties'
10 obligations and to determine whether those obligations have been performed or breached"; (2) are
11 not "definite enough that a court can determine the scope of the duty" and the "limits of
12 performance" are not "sufficiently defined to provide a rational basis for the assessment of
13 damages"; (3) do not allow ascertainment of "the intention of the parties in material particulars";
14 and (4) do not "provide a basis for determining the existence of a breach and for giving an
15 appropriate remedy."

16 Plaintiffs' allegations of the following broad subject matters does nothing to satisfy
17 Plaintiffs' burden to prove a justiciable agreement:

18 "(1) advising and assisting Solomita and Holdings regarding Holdings'
19 capital structure; (2) identifying opportunities for maximizing potential
20 shareholder value; (3) developing business relationships for Holdings; and
21 (4) advising Solomita and Holdings on business combination transactions
22 and strategic alliances."

23 Plaintiffs have failed to identify every material term of the parties' purported agreement
24 and will be unable to truthfully do so – including what, precisely, Plaintiffs were required to do as
25 their part of the purported deal, and no enforceable agreement was reached as alleged.

26 For the same reasons, Plaintiffs have no claim based on the implied covenant of good faith
27 and fair dealing or for specific performance. In addition, no specifically enforceable type of
28 contract sufficiently definite in its terms was formed, nor any just and reasonable contract with
adequate consideration provided by Plaintiffs; and legal remedies would be adequate to remedy
any alleged damages (though Plaintiffs have not been damaged).

1 Plaintiffs have acknowledged that under "New York law, a claim for fraud does not lie
2 where the plaintiff alleges that the defendant promised to perform under the contract without the
3 intention of ever actually doing so." New York law should be applied here to bar Plaintiffs'
4 claim. Plaintiffs' fraud claim fails under California law as well.

5 Defendants did not make any promise as alleged in the complaint and did not have any
6 fraudulent intent either. Defendants did not make any false promise.

7 Further, Defendants contend the purported agreement Plaintiffs appear to be alleging
8 would be barred by the applicable statute of frauds, New York's statute of frauds, General
9 Obligations Law § 5-701(10), which bars agreements not in writing "for services rendered in
10 negotiating a 'business opportunity,'" including "conduct at the outset, during the course of, and
11 at the conclusion of the services rendered for the purpose of 'assisting in the negotiation or
12 consummation' of a business opportunity." The definition of "negotiating" under the statute
13 itself is "Negotiating includes procuring an introduction to a party to the transaction or assisting
14 in the negotiation or consummation of the transaction," which appears to be the purpose of what
15 Plaintiffs allege in the complaint, including allegations that:

16 (1) Solomita advised Plaintiffs he wanted to raise money for Holdings and complete a
17 reverse merger [FAC, ¶ 12];

18 (2) Plaintiffs and Solomita discussed how Plaintiffs could help effectuate that goal
19 including through advice and assistance with capital structure, developing business
20 relationships for Holdings and advising Solomita and Loop Holdings on business
21 combination transactions and strategic alliances [FAC, ¶ 13]; and

22 (3) Plaintiffs made trips "to introduce Solomita to individuals capable of investing in
23 Holdings" and that "Plaintiffs were responsible for introducing to Holdings and Solomita
24 many of the people who invested substantial funds in Holdings." [Complaint, ¶ 19]

25 Plaintiffs have ignored that their claims "must be alleged in full, factually and
26 specifically" instead choosing to ignore Plaintiffs' obligation to plead and prove what exactly was
27 promised, and in exchange for what exact conduct on the part of the Plaintiffs was demanded.

28 The FAC generically describes the Plaintiffs-obligation part of the purported promise as

1 Plaintiffs' agreement to assist Solomita and Holdings "with various operational and financial
2 matters and strategic planning." [FAC, ¶ 42] Plaintiffs have failed to identify and will be unable
3 to truthfully identify what exact "assistance" was purportedly demanded of Plaintiffs, what exact
4 operational matters, what exact financial matters, what strategic planning, et cetera.

5 Plaintiffs also will be unable to truthfully introduce evidence of falsity of any purported
6 promises, or of reasonable reliance or damages.

7 The FAC fails to state a claim upon which relief may be granted. The FAC does not
8 clearly state the amount or issues in this case, rendering it difficult for Defendants to respond. No
9 contractual relationship or agreement exists between the Plaintiffs and any of the Defendants.
10 Defendants also did not adopt the purported agreement alleged in the FAC. No contract was
11 formed between the Plaintiffs and any of the parties alleged in the FAC. Plaintiffs' purported
12 claims are barred because the alleged agreement is indefinite. The purported contract alleged by
13 Plaintiffs is unenforceable because it would have been required to be in writing under the
14 applicable statute of frauds, including New York General Obligations Law § 5-701(10). The
15 purported contract alleged by Plaintiffs is unenforceable because it would constitute an illegal
16 contract, including under the Securities Exchange Act of 1934 and related statutes and
17 regulations. Plaintiffs' purported claims are barred because Plaintiffs failed to perform the
18 alleged agreement on which they allegedly base their claims. Plaintiffs, through their conduct,
19 acts and omissions, have waived, relinquished and/or abandoned any purported claim for relief
20 against Solomita regarding the matters which are the subject of the Complaint. Plaintiffs'
21 purported claims are barred by the doctrine of equitable estoppel. Plaintiffs' purported claims are
22 barred by the doctrine of unclean hands. The doctrine of laches bars Plaintiffs' claims. An award
23 to Plaintiffs would unjustly enrich the Plaintiffs. Plaintiffs' claims are barred or reduced because
24 they have failed to mitigate their purported damages, if any.

25
26 **FORM INTERROGATORY NO. 17.1:**

27 Is your response to each request for admission served with these interrogatories an
28 unqualified admission? If not, for each response that is not an unqualified admission:

- 27 -

LOOP INDUSTRIES, INC.'S RESPONSES TO FORM INTERROGATORIES
PROPOUNDED BY HENRY LORIN (SET NO., 1)

Americas 93388386

- 1 (a) state the number of the request;
- 2 (b) state all facts upon which you base your response;
- 3 (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who
- 4 have knowledge of those facts; and
- 5 (d) identify all **DOCUMENTS** and other tangible things that support your response
- 6 and state the name, **ADDRESS**, and telephone number of the **PERSON** who has
- 7 each **DOCUMENT** or thing.

8 **RESPONSE TO FORM INTERROGATORY NO. 17.1:**

9 Loop Industries specifically incorporates the General Objections stated above. Loop

10 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff

11 alleges multiple purported interactions and the interrogatory does not specify which alleged

12 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory

13 seeks information protected from disclosure by the attorney-client privilege, the attorney work

14 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's

15 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable

16 privilege or protection, and seeks information that is confidential or proprietary and/or trade

17 secret information. Subject to, and without waiving his objections, Loop Industries further

18 responds as follows: Plaintiffs did not serve any requests for admission on Loop Industries.

19

20 **FORM INTERROGATORY NO. 50.1:**

21 For each agreement alleged in the pleadings:

- 22 (a) identify each **DOCUMENT** that is part of the agreement and for each state the
- 23 name, **ADDRESS**, and telephone number of each **PERSON** who has the
- 24 **DOCUMENT**;
- 25 (b) state each part of the agreement not in writing, the name, **ADDRESS**, and
- 26 telephone number of each **PERSON** agreeing to that provision, and the date that
- 27 part of the agreement was made;
- 28 (c) identify all **DOCUMENTS** that evidence any part of the agreement not in writing

and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;

(d) identify all **DOCUMENTS** that are part of any modification to the agreement, and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**;

(e) state each modification not in writing, the date, and the name, **ADDRESS**, and telephone number of each **PERSON** agreeing to the modification, and the date the modification was made;

(f) identify all **DOCUMENTS** that evidence any modification of the agreement not in writing and for each state the name, **ADDRESS**, and telephone number of each **PERSON** who has the **DOCUMENT**.

RESPONSE TO FORM INTERROGATORY NO. 50.1:

Loop Industries specifically incorporates the General Objections stated above. Loop Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple purported interactions and the interrogatory does not specify which alleged interaction is referenced. Loop Industries further objects on the grounds that this interrogatory seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable privilege or protection, and seeks information that is confidential or proprietary and/or trade secret information. Subject to, and without waiving his objections, Loop Industries further responds as follows: Inapplicable, as Loop Industries does not allege the existence of any agreement between Plaintiffs and Defendants and no such agreement existed. See also, response to interrogatory number 15.1.

FORM INTERROGATORY NO. 50.2:

Was there a breach of any agreement alleged in the pleadings? If so, for each breach describe and give the date of every act or omission that you claim is the breach of the agreement.

1 **RESPONSE TO FORM INTERROGATORY NO. 50.2:**

2 Loop Industries specifically incorporates the General Objections stated above. Loop
3 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
4 alleges multiple purported interactions and the interrogatory does not specify which alleged
5 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
6 seeks information protected from disclosure by the attorney-client privilege, the attorney work
7 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
8 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
9 privilege or protection, and seeks information that is confidential or proprietary and/or trade
10 secret information. Subject to, and without waiving his objections, Loop Industries further
11 responds as follows: Inapplicable, as Loop Industries does not allege the existence of any
12 agreement between Plaintiffs and Defendants and no such agreement existed. See also, response
13 to interrogatory number 15.1.

14
15 **FORM INTERROGATORY NO. 50.3:**

16 Was performance of any agreement alleged in the pleadings excused? If so, identify each
17 agreement excused and state why performance was excused.

18 **RESPONSE TO FORM INTERROGATORY NO. 50.3:**

19 Loop Industries specifically incorporates the General Objections stated above. Loop
20 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
21 alleges multiple purported interactions and the interrogatory does not specify which alleged
22 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
23 seeks information protected from disclosure by the attorney-client privilege, the attorney work
24 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
25 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
26 privilege or protection, and seeks information that is confidential or proprietary and/or trade
27 secret information. Subject to, and without waiving his objections, Loop Industries further
28 responds as follows: Inapplicable, as Loop Industries does not allege the existence of any

1 agreement between Plaintiffs and Defendants and no such agreement existed. See also, response
2 to interrogatory number 15.1.

3
4 **FORM INTERROGATORY NO. 50.4:**

5 Was any agreement alleged in the pleadings terminated by mutual agreement, release,
6 accord and satisfaction, or novation? If so, identify each agreement terminated, the date of
7 termination, and the basis of the termination.

8 **RESPONSE TO FORM INTERROGATORY NO. 50.4:**

9 Loop Industries specifically incorporates the General Objections stated above. Loop
10 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
11 alleges multiple purported interactions and the interrogatory does not specify which alleged
12 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
13 seeks information protected from disclosure by the attorney-client privilege, the attorney work
14 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
15 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
16 privilege or protection, and seeks information that is confidential or proprietary and/or trade
17 secret information. Subject to, and without waiving his objections, Loop Industries further
18 responds as follows: Inapplicable, as Loop Industries does not allege the existence of any
19 agreement between Plaintiffs and Defendants and no such agreement existed. See also, response
20 to interrogatory number 15.1.

21
22 **FORM INTERROGATORY NO. 50.5:**

23 Is any agreement alleged in the pleadings unenforceable? If so, identify each
24 unenforceable agreement and state why it is unenforceable.

25 **RESPONSE TO FORM INTERROGATORY NO. 50.5:**

26 Loop Industries specifically incorporates the General Objections stated above. Loop
27 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
28 alleges multiple purported interactions and the interrogatory does not specify which alleged

1 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
2 seeks information protected from disclosure by the attorney-client privilege, the attorney work
3 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
4 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
5 privilege or protection, and seeks information that is confidential or proprietary and/or trade
6 secret information. Subject to, and without waiving his objections, Loop Industries further
7 responds as follows: Inapplicable, as Loop Industries does not allege the existence of any
8 agreement between Plaintiffs and Defendants and no such agreement existed. The purported
9 contract alleged by Plaintiffs did not exist, and would also be unenforceable because its purported
10 terms are indefinite, it would have been required to be in writing under the applicable statute of
11 frauds, including New York General Obligations Law § 5-701(10), and would constitute an
12 illegal contract, including under the Securities Exchange Act of 1934 and related statutes and
13 regulations. See also, response to interrogatory number 15.1.

14
15 **FORM INTERROGATORY NO. 50.6:**

16 Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous
17 agreement and state why it is ambiguous.

18 **RESPONSE TO FORM INTERROGATORY NO. 50.6:**

19 Loop Industries specifically incorporates the General Objections stated above. Loop
20 Industries further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff
21 alleges multiple purported interactions and the interrogatory does not specify which alleged
22 interaction is referenced. Loop Industries further objects on the grounds that this interrogatory
23 seeks information protected from disclosure by the attorney-client privilege, the attorney work
24 product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's
25 privilege, the right of privacy of Loop Industries and/or other persons and/or any other applicable
26 privilege or protection, and seeks information that is confidential or proprietary and/or trade
27 secret information. Subject to, and without waiving his objections, Loop Industries further
28 responds as follows: Loop Industries does not allege any agreement between Plaintiffs and

1 Defendants and does not believe that the FAC alleges any agreement.

2 Plaintiffs have not identified any exchange of promises (let alone enforceable promises)
3 between Defendants and Plaintiffs, and no such promises were exchanged. Plaintiffs allege broad
4 categories of services they were requested to participate in, in some unidentified manner and with
5 no identified measures of performance or success, involving (1) the capitalization of Loop
6 Holdings; and (2) facilitation of a reverse merger between Loop Holdings and Loop Industries.
7 Plaintiffs' allegations do not allow the court "to ascertain the parties' obligations and to
8 determine whether those obligations have been performed or breached"; (2) are not "definite
9 enough that a court can determine the scope of the duty" and the "limits of performance" are not
10 "sufficiently defined to provide a rational basis for the assessment of damages"; (3) do not allow
11 ascertainment of "the intention of the parties in material particulars"; and (4) do not "provide a
12 basis for determining the existence of a breach and for giving an appropriate remedy."

13 Plaintiffs' allegations of the following broad subject matters does nothing to satisfy
14 Plaintiffs' burden to prove a justiciable agreement:

15 "(1) advising and assisting Solomita and Holdings regarding Holdings'
16 capital structure; (2) identifying opportunities for maximizing potential
17 shareholder value; (3) developing business relationships for Holdings; and
18 (4) advising Solomita and Holdings on business combination transactions
19 and strategic alliances."

20 Plaintiffs have failed to identify every material term of the parties' purported agreement
21 and will be unable to truthfully do so – including what, precisely, Plaintiffs were required to do as
22 their part of the purported deal, and no enforceable agreement was reached as alleged.

23 Dated: October 11, 2017

WHITE & CASE LLP

24 By: 

Mark E. Gustafson

Attorneys for Defendants

Loop Industries, Inc.; Loop Holdings, Inc.; and
Daniel Solomita

VERIFICATION

I, Daniel Solomita, declare:

I am Chairman, CEO and President of Loop Industries, Inc. I have read **DEFENDANT LOOP INDUSTRIES, INC.'S RESPONSES TO FIRST SET OF FORM INTERROGATORIES PROPOUNDED BY HENRY LORIN**. I am informed and believe and, on that basis allege, the matters stated in that document are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 11, 2017, at Terrebonne, Quebec, Canada.



Daniel Solomita

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 555 South Flower Street, Suite 2700, Los Angeles, CA 90071-2433. I am employed by a member of the Bar of this Court at whose direction the service was made.

On October 11, 2017, I served the foregoing document(s) described as **DEFENDANT LOOP INDUSTRIES, INC.'S RESPONSES TO FIRST SET OF FORM INTERROGATORIES PROPOUNDED BY HENRY LORIN** on the person(s) below, as follows:

Michael R. Matthias, Esq. Attorneys for Plaintiffs
Jihee Ahn, Esq.
BAKER & HOSTETLER LLP
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025-0509
Email: mmatthias@bakerlaw.com
Email: jahn@bakerlaw.com
Telephone: 310.820.8800
Facsimile: 310.820.8859



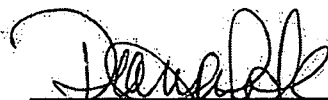
(BY MAIL) I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the address(es) listed above and placed the envelope for collection and mailing at White & Case LLP, Los Angeles, California, following our ordinary business practices. I am readily familiar with White & Case LLP's practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice, the correspondence would be deposited in the United States Postal Service on that same day in the ordinary course of business.



(BY OVERNIGHT DELIVERY) I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier, or delivered it to an authorized courier or driver authorized by the carrier to receive documents, with delivery fees paid.

Executed October 11, 2017, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



Diane M. Petrek

06/02/2018

1 WHITE & CASE LLP
2 AALOK SHARMA (SBN: 205220)
3 MARK E. GUSTAFSON (SBN: 198902)
4 555 S. Flower Street, Suite 2700
5 Los Angeles, CA 90071-2433
6 Telephone: (213) 620-7700
7 Facsimile: (213) 452-2329
8 Email: asharma@whitecase.com
9 Email: mustafson@whitecase.com

10 Attorneys for Defendants
11 Loop Industries, Inc.; Loop Holdings, Inc.; and
12 Daniel Solomita

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

HENRY LORIN, an individual; and PAUL M.
CUGNO, an individual,

Plaintiffs,

v.

LOOP INDUSTRIES, INC., a Nevada
corporation; LOOP HOLDINGS, INC., a
Nevada corporation; and DANIEL
SOLOMITA, an individual,

Defendants.

Case No. BC648640
(Assigned to Hon. Gregory Alarcon;
Dept. 36)

**DEFENDANT DANIEL SOLOMITA'S
RESPONSES TO FIRST SET OF FORM
INTERROGATORIES PROPOUNDED
BY HENRY LORIN**

Complaint Filed: January 27, 2017
First Amended Complaint Filed: February
7, 2017

PROPOUNDING PARTY: Defendant Daniel Solomita

RESPONDING PARTY: Plaintiff Henry Lorin

SET NUMBER: One

Pursuant to California Code of Civil Procedure section 2030.010 *et seq.*, defendant Daniel Solomita ("Solomita") hereby submits these objections and responses to the Form Interrogatories, Set One (referred to herein individually as "Form Interrogatory" or "Interrogatory" and collectively as "Form Interrogatories" or "Interrogatories") served by Plaintiff Henry Lorin. Solomita makes these responses solely for the purpose of this action. Solomita gives each answer subject to the following general and specific objections set forth below.

- 1 -

DANIEL SOLOMITA'S RESPONSES TO FORM INTERROGATORIES
PROPOUNDED BY HENRY LORIN (SET NO. 1)

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1 2. Solomita objects to each Form Interrogatory insofar as it is overbroad in seeking
2 information and/or documents that are neither relevant nor reasonably calculated to lead to the
3 discovery of admissible evidence.

4 3. Solomita objects to each Form Interrogatory insofar as it is overbroad and/or not
5 reasonably calculated to lead to the discovery of admissible evidence such that responding to the
6 interrogatory would be unduly burdensome and oppressive to Solomita.

7 4. Solomita objects to each Form Interrogatory to the extent it calls for information
8 and/or documents protected from disclosure by the attorney-client privilege or the attorney work
9 product doctrine, or any other privilege or immunity.

10 5. Solomita objects to each Form Interrogatory insofar as it seeks information and/or
11 documents not within Solomita's possession, custody, or control and/or not reasonably available
12 to Solomita, or which are more readily or equally available to Plaintiffs Henry Lorin and/or Paul
13 Cugno.

14 6. Solomita objects to each Form Interrogatory insofar as it calls for information
15 and/or documents that are private, privileged, proprietary, or confidential commercial and/or
16 proprietary business information, and/or the disclosure of which would constitute an unwarranted
17 invasion of the privacy rights of any current or former employee or agent of Solomita, or any
18 third party, under the California and United States Constitutions, and/or any statutory or common-
19 law rights of privacy and/or confidentiality.

20 7. Solomita objects to each Form Interrogatory insofar as it misstates or
21 mischaracterizes the content or meaning of writings, agreements, and documents at issue in this
22 action.

23 8. Solomita objects to each Form Interrogatory to the extent it calls for information
24 that otherwise exceeds the obligations of a responding party under California Code of Civil
25 Procedure section 2031.210 *et seq.*

26 9. Solomita interposes its responses to the Form Interrogatories solely for the purpose
27 of admitting or denying the genuineness of the documents attached thereto and not for any other
28 purpose. Solomita's responses to these Form Interrogatories are given without waiving, and

1 expressly reserving: (a) all objections as to the competency, relevancy, materiality, admissibility,
2 or any other use of the responses and the subject matter thereof as evidence for any purpose in
3 any further proceeding in this action, including the trial of this action, or in any other action; and
4 (b) all privileges, including the attorney-client privilege and the work product doctrine. Solomita
5 expressly reserves the right to assert such objections and privileges in any further proceeding in
6 this action, including trial of this action, or in any other action.

7 10. Solomita objects to each and every interrogatory that uses the term "INCIDENT"
8 on the grounds that the purported definition provided in Section 4(a)(1) of the Form
9 Interrogatories on the grounds that: (1) the default definition provided in Section 4(a)(1) is not
10 intended for this type of case; (2) the phrase "circumstances and events surrounding the alleged
11 incident" is vague, overly broad, and unintelligible such that Solomita cannot in good faith frame
12 an intelligent reply; and (3) the purported definition is vague, ambiguous, overly broad, and
13 unintelligible because it fails to specify what the "INCIDENT" is or when the alleged
14 "INCIDENT" occurred, rendering it impossible for Solomita to frame an intelligent reply.

15
16 **RESPONSES TO FORM INTERROGATORIES**

17 **FORM INTERROGATORY NO. 1.1:**

18 State the name, ADDRESS, telephone number, and relationship to you of each PERSON
19 who prepared or assisted in the preparation of the responses to these interrogatories. (*Do not*
20 *identify anyone who simply typed or reproduced these responses.*)

21 **RESPONSE TO FORM INTERROGATORY NO. 1.1:**

22 In addition to his General Objections which are hereby incorporated into this response,
23 Solomita objects on the grounds this interrogatory is overbroad, unduly burdensome, vague and
24 ambiguous, and seeks information not relevant nor reasonably calculated to lead to the discovery
25 of admissible evidence. Solomita further objects on the grounds that this interrogatory seeks
26 information protected from disclosure by the attorney-client privilege, the attorney work product
27 doctrine, the joint defense privilege, the common interest privilege, the taxpayer's privilege, the
28 right of privacy of Solomita and/or other persons and/or any other applicable privilege or

1 protection, and seeks information that is confidential or proprietary and/or trade secret.
2 information. Subject to, and without waiving his objections, Solomita further responds as
3 follows:

4 Aside from counsel, Daniel Solomita, Donald Danks.

5 **FORM INTERROGATORY NO. 2.1:**

6 State:

- 7 (a) your name;
8 (b) every name you have used in the past; and
9 (c) the dates you used each name.

10 **RESPONSE TO FORM INTERROGATORY NO. 2.1:**

11 Daniel Solomita.

12 **FORM INTERROGATORY NO. 2.2:**

13 State the date and place of your birth.

14 **RESPONSE TO FORM INTERROGATORY NO. 2.2:**

15 In addition to his General Objections which are hereby incorporated into this response,
16 Solomita objects on the grounds this interrogatory seeks information not relevant nor reasonably
17 calculated to lead to the discovery of admissible evidence. Solomita further objects on the
18 grounds that this Request seeks information protected from disclosure by the right of privacy of
19 Solomita, and seeks information that is confidential. Based on the foregoing general and specific
20 objections, Solomita will not respond to this interrogatory.

21 **FORM INTERROGATORY NO. 2.3:**

22 At the time of the INCIDENT, did you have a driver's license? If so state:

- 23 (a) the state or other issuing entity;
24 (b) the license number and type;
25 (c) the date of issuance; and
26 (d) all restrictions.

27 **RESPONSE TO FORM INTERROGATORY NO. 2.3:**

28 Solomita specifically incorporates the General Objections stated above. Solomita further

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DANIEL SOLOMITA'S RESPONSES TO FORM INTERROGATORIES
PROPOUNDED BY HENRY LORIN (SET NO. 1)

Americas 93388377

1 objects that this interrogatory seeks information that is neither relevant nor reasonably calculated
2 to lead to the discovery of admissible evidence. Solomita further objects on the grounds that this
3 Request seeks information protected from disclosure by the right of privacy of Solomita, and
4 seeks information that is confidential. Based on the foregoing general and specific objections,
5 Solomita will not respond to this interrogatory.

6 **FORM INTERROGATORY NO. 2.4:**

7 At the time of the INCIDENT, did you have any other permit or license for the operation
8 of a motor vehicle? If so, state:

- 9 (a) the state or other issuing entity;
10 (b) the license number and type;
11 (c) the date of issuance; and
12 (d) all restrictions.

13 **RESPONSE TO FORM INTERROGATORY NO. 2.4:**

14 Solomita specifically incorporates the General Objections stated above. Solomita further
15 objects that this interrogatory seeks information that is neither relevant nor reasonably calculated
16 to lead to the discovery of admissible evidence. Solomita further objects on the grounds that this
17 Request seeks information protected from disclosure by the right of privacy of Solomita, and
18 seeks information that is confidential. Based on the foregoing general and specific objections,
19 Solomita will not respond to this interrogatory.

20
21 **FORM INTERROGATORY NO. 2.5:**

22 State:

- 23 (a) your present residence ADDRESS;
24 (b) your residence ADDRESSES for the past five years; and
25 (c) the dates you lived at each ADDRESS.

26 **RESPONSE TO FORM INTERROGATORY NO. 2.5:**

27 Solomita specifically incorporates the General Objections stated above. Solomita further
28 objects that this interrogatory seeks information that is neither relevant nor reasonably calculated

1 to lead to the discovery of admissible evidence. Solomita further objects on the grounds that this
2 Request seeks information protected from disclosure by the right of privacy of Solomita, and
3 seeks information that is confidential. Based on the foregoing general and specific objections,
4 Solomita will not respond to this interrogatory.

5
6 **FORM INTERROGATORY NO. 2.6:**

7 State:

- 8 (a) the name, **ADDRESS**, and telephone number of your present employer or place of
9 self-employment; and
10 (b) the name, **ADDRESS**, dates of employment, job title, and nature of work for each
11 employer or self-employment you have had from five years before the
12 **INCIDENT** until today.

13 **RESPONSE TO FORM INTERROGATORY NO. 2.6:**

14 Solomita specifically incorporates the General Objections stated above. Solomita further
15 objects that this interrogatory seeks information that is neither relevant nor reasonably calculated
16 to lead to the discovery of admissible evidence. Subject to, and without waiving his objections,
17 Solomita further responds as follows: Solomita is currently the Chairman, CEO and President of
18 Loop Industries, Inc.

19
20 **FORM INTERROGATORY NO. 2.7:**

21 State:

- 22 (a) the name and **ADDRESS** of each school or other academic or vocational
23 institution you have attended, beginning with high school;
24 (b) the dates you attended;
25 (c) the highest grade level you have completed; and
26 (d) the degrees received.

27 **RESPONSE TO FORM INTERROGATORY NO. 2.7:**

28 Solomita specifically incorporates the General Objections stated above. Solomita further

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DANIEL SOLOMITA'S RESPONSES TO FORM INTERROGATORIES
PROPOUNDED BY HENRY LORIN (SET NO. 1)

objects that this interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Based on the foregoing general and specific objections, Solomita will not respond to this interrogatory.

FORM INTERROGATORY NO. 2.8:

Have you ever been convicted of a felony? If so, for each conviction state:

- (a) the city and state where you were convicted;
- (b) the date of conviction;
- (c) the offense; and
- (d) the court and case number.

RESPONSE TO FORM INTERROGATORY NO. 2.8:

No.

FORM INTERROGATORY NO. 2.9:

Can you speak English with ease? If not, what language and dialect do you normally use?

RESPONSE TO FORM INTERROGATORY NO. 2.9:

Yes.

FORM INTERROGATORY NO. 2.10:

Can you read and write English with ease? If not, what language and dialect do you normally use?

RESPONSE TO FORM INTERROGATORY NO. 2.10:

Yes.

FORM INTERROGATORY NO. 2.11:

At the time of the INCIDENT were you acting as an agent or employee for any PERSON? If so, state:

- (a) the name, ADDRESS, and telephone number of that PERSON; and
- (b) a description of your duties.

RESPONSE TO FORM INTERROGATORY NO. 2.11:

Solomita specifically incorporates the General Objections stated above. Solomita further

1 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
2 purported interactions and the interrogatory does not specify which alleged interaction is
3 referenced. Based on the foregoing general and specific objections, Solomita will not respond to
4 this interrogatory.

5
6 **FORM INTERROGATORY NO. 2.12:**

7 At the time of the **INCIDENT** did you or any other person have any physical, emotional,
8 or mental disability or condition that may have contributed to the occurrence of the **INCIDENT**?
9 If so, for each person state:

- 10 (a) the name, **ADDRESS**, and telephone number;
11 (b) the nature of the disability or condition; and
12 (c) the manner in which the disability or condition contributed to the occurrence of the
13 **INCIDENT**.

14 **RESPONSE TO FORM INTERROGATORY NO. 2.12:**

15 Solomita specifically incorporates the General Objections stated above. Solomita further
16 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
17 purported interactions and the interrogatory does not specify which alleged interaction is
18 referenced. Solomita further objects that this interrogatory seeks information that is neither
19 relevant nor reasonably calculated to lead to the discovery of admissible evidence. Based on the
20 foregoing general and specific objections, Solomita will not respond to this interrogatory.

21
22 **FORM INTERROGATORY NO. 2.13:**

23 Within 24 hours before the **INCIDENT** did you or any person involved in the
24 **INCIDENT** use or take any of the following substances: alcoholic beverage, marijuana, or other
25 drug or medication of any kind (prescription or not)? If so, for each person state:

- 26 (a) the name, **ADDRESS**, and telephone number;
27 (b) the nature or description of each substance;
28 (c) the quantity of each substance used or taken;

- 1 (d) the date and time of day when each substance was used or taken;
2 (e) the ADDRESS where each substance was used or taken;
3 (f) the name, ADDRESS, and telephone number of each person who was present
4 when each substance was used or taken; and
5 (g) the name, ADDRESS, and telephone number of any HEALTH CARE
6 PROVIDER who prescribed or furnished the substance and the condition for
7 which it was prescribed or furnished.

8 **RESPONSE TO FORM INTERROGATORY NO. 2.13:**

9 Solomita specifically incorporates the General Objections stated above. Solomita further
10 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
11 purported interactions and the interrogatory does not specify which alleged interaction is
12 referenced. Solomita further objects that this interrogatory seeks information that is neither
13 relevant nor reasonably calculated to lead to the discovery of admissible evidence. Based on the
14 foregoing general and specific objections, Solomita will not respond to this interrogatory.

15
16 **FORM INTERROGATORY NO. 4.1:**

17 At the time of the INCIDENT, was there in effect any policy of insurance through which
18 you were or might be insured in any manner (for example, primary, pro-rata, or excess liability
19 coverage or medical expense coverage) for the damages, claims, or actions that have arisen out of
20 the INCIDENT? If so, for each policy state:

- 21 (a) the kind of coverage;
22 (b) the name and ADDRESS of the insurance company;
23 (c) the name, ADDRESS, and telephone number of each named insured;
24 (d) the policy number;
25 (e) the limits of coverage for each type of coverage contained in the policy;
26 (f) whether any reservation of rights or controversy or coverage dispute exists
27 between you and the insurance company; and
28 (g) the name, ADDRESS, and telephone number of the custodian of the policy.

1 **RESPONSE TO FORM INTERROGATORY NO. 4.1:**

2 Solomita specifically incorporates the General Objections stated above. Solomita further
3 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
4 purported interactions and the interrogatory does not specify which alleged interaction is
5 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
6 Solomita does not believe Plaintiffs have suffered any damage or have any claims or causes of
7 action. Solomita does not believe that any insurance policy is applicable in this case.
8
9

10 **FORM INTERROGATORY NO. 4.2:**

11 Are you self-insured under any statute for the damages, claims, or actions that have arisen
12 out of the INCIDENT? If so, specify the statute.

13 **RESPONSE TO FORM INTERROGATORY NO. 4.2:**

14 Solomita specifically incorporates the General Objections stated above. Solomita further
15 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
16 purported interactions and the interrogatory does not specify which alleged interaction is
17 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
18 Solomita does not believe Plaintiffs have suffered any damage or have any claims or causes of
19 action. Solomita does not believe that any statute applies in this case under which Solomita is
20 self-insured.
21

22 **FORM INTERROGATORY NO. 6.1:**

23 Do you attribute any physical, mental, or emotional injuries to the INCIDENT? *(If your*
24 *answer is "no," do not answer interrogatories 6.2 through 6.7.)*

25 **RESPONSE TO FORM INTERROGATORY NO. 6.1:**

26 Solomita specifically incorporates the General Objections stated above. Solomita further
27 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
28 purported interactions and the interrogatory does not specify which alleged interaction is

1 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
2 Solomita is not the plaintiff and has not filed a claim alleging any injuries.
3

4 **FORM INTERROGATORY NO. 6.2:**

5 Identify each injury you attribute to the **INCIDENT** and the area of your body affected.

6 **RESPONSE TO FORM INTERROGATORY NO. 6.2:**

7 Solomita specifically incorporates the General Objections stated above. Solomita further
8 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
9 purported interactions and the interrogatory does not specify which alleged interaction is

10 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:

11 See response to interrogatory number 6.1.
12

13 **FORM INTERROGATORY NO. 6.3:**

14 Do you still have any complaints that you attribute to the **INCIDENT**? If so, for each
15 complaint state:

- 16 (a) a description;
17 (b) whether the complaint is subsiding, remaining the same, or becoming worse; and
18 (c) the frequency and duration.

19 **RESPONSE TO FORM INTERROGATORY NO. 6.3:**

20 Solomita specifically incorporates the General Objections stated above. Solomita further
21 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
22 purported interactions and the interrogatory does not specify which alleged interaction is

23 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:

24 See response to interrogatory number 6.1.
25

26 **FORM INTERROGATORY NO. 6.4:**

27 Did you receive any consultation or examination (except from expert witnesses covered
28 by Code of Civil Procedure sections 2034.210–2034.310) or treatment from a **HEALTH CARE**

1 **PROVIDER** for any injury you attribute to the **INCIDENT**? If so, for each **HEALTH CARE**
2 **PROVIDER** state:

- 3 (a) the name, **ADDRESS**, and telephone number;
4 (b) the type of consultation, examination, or treatment provided;
5 (c) the dates you received consultation, examination, or treatment; and
6 (d) the charges to date.

7 **RESPONSE TO FORM INTERROGATORY NO. 6.4:**

8 Solomita specifically incorporates the General Objections stated above. Solomita further
9 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
10 purported interactions and the interrogatory does not specify which alleged interaction is
11 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
12 See response to interrogatory number 6.1.

13
14 **FORM INTERROGATORY NO. 6.5:**

15 Have you taken any medication, prescribed or not, as a result of injuries that you attribute
16 to the **INCIDENT**? If so, for each medication state:

- 17 (a) the name;
18 (b) the **PERSON** who prescribed or furnished it;
19 (c) the date it was prescribed or furnished;
20 (d) the dates you began and stopped taking it; and
21 (e) the cost to date.

22 **RESPONSE TO FORM INTERROGATORY NO. 6.5:**

23 Solomita specifically incorporates the General Objections stated above. Solomita further
24 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
25 purported interactions and the interrogatory does not specify which alleged interaction is
26 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
27 See response to interrogatory number 6.1.

1 **FORM INTERROGATORY NO. 6.6:**

2 Are there any other medical services necessitated by the injuries that you attribute to the
3 **INCIDENT** that were not previously listed (for example, ambulance, nursing, prosthetics)? If so,
4 for each service state:

- 5 (a) the nature;
6 (b) the date;
7 (c) the cost; and
8 (d) the name, **ADDRESS**, and telephone number of each provider.

9 **RESPONSE TO FORM INTERROGATORY NO. 6.6:**

10 Solomita specifically incorporates the General Objections stated above. Solomita further
11 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
12 purported interactions and the interrogatory does not specify which alleged interaction is
13 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
14 See response to interrogatory number 6.1.

15
16 **FORM INTERROGATORY NO. 6.7:**

17 Has any **HEALTH CARE PROVIDER** advised that you may require future or additional
18 treatment for any injuries that you attribute to the **INCIDENT**? If so, for each injury state:

- 19 (a) the name and **ADDRESS** of each **HEALTH CARE PROVIDER**;
20 (b) the complaints for which the treatment was advised; and
21 (c) the nature, duration, and estimated cost of the treatment.

22 **RESPONSE TO FORM INTERROGATORY NO. 6.7:**

23 Solomita specifically incorporates the General Objections stated above. Solomita further
24 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
25 purported interactions and the interrogatory does not specify which alleged interaction is
26 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
27 See response to interrogatory number 6.1.
28

1 **FORM INTERROGATORY NO. 7.1:**

2 Do you attribute any loss of or damage to a vehicle or other property to the **INCIDENT**?

3 If so, for each item of property:

4 (a) describe the property;

5 (b) describe the nature and location of the damage to the property;

6 (c) state the amount of damage you are claiming for each item of property and how
7 the amount was calculated; and

8 (d) if the property was sold, state the name, **ADDRESS**, and telephone number of the
9 seller, the date of sale, and the sale price.

10 **RESPONSE TO FORM INTERROGATORY NO. 7.1:**

11 Solomita specifically incorporates the General Objections stated above. Solomita further
12 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
13 purported interactions and the interrogatory does not specify which alleged interaction is
14 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
15 See response to interrogatory number 6.1.
16

17 **FORM INTERROGATORY NO. 7.2:**

18 Has a written estimate or evaluation been made for any item of property referred to in
19 your answer to the preceding interrogatory? If so, for each estimate or evaluation state:

20 (a) the name, **ADDRESS**, and telephone number of the **PERSON** who prepared it and
21 the date prepared;

22 (b) the name, **ADDRESS**, and telephone number of each **PERSON** who has a copy of
23 it; and

24 (c) the amount of damage stated.

25 **RESPONSE TO FORM INTERROGATORY NO. 7.2:**

26 Solomita specifically incorporates the General Objections stated above. Solomita further
27 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
28 purported interactions and the interrogatory does not specify which alleged interaction is

1 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:

2 See response to interrogatory number 6.1.

3
4 **FORM INTERROGATORY NO. 7.3:**

5 Has any item of property referred to in your answer to interrogatory 7.1 been repaired? If
6 so, for each item state:

7 (a) the date repaired;

8 (b) a description of the repair;

9 (c) the repair cost;

10 (d) the name, ADDRESS, and telephone number of the PERSON who repaired it;

11 (e) the name, ADDRESS, and telephone number of the PERSON who paid for the
12 repair;

13 **RESPONSE TO FORM INTERROGATORY NO. 7.3:**

14 Solomita specifically incorporates the General Objections stated above. Solomita further
15 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
16 purported interactions and the interrogatory does not specify which alleged interaction is
17 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
18 See response to interrogatory number 6.1.

19
20 **FORM INTERROGATORY NO. 8.1:**

21 Do you attribute any loss of income or earning capacity to the INCIDENT? (*If your*
22 *answer is "no," do not answer interrogatories 8.2 through 8.8.*)

23 **RESPONSE TO FORM INTERROGATORY NO. 8.1:**

24 Solomita specifically incorporates the General Objections stated above. Solomita further
25 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
26 purported interactions and the interrogatory does not specify which alleged interaction is
27 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
28 Solomita has not made any claim for loss of income or earning capacity.

1
2 **FORM INTERROGATORY NO. 8.2:**

3 State;

- 4 (a) the nature of your work;
5 (b) your job title at the time of the **INCIDENT**; and
6 (c) the date your employment began.

7 **RESPONSE TO FORM INTERROGATORY NO. 8.2:**

8 Solomita specifically incorporates the General Objections stated above. Solomita further
9 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
10 purported interactions and the interrogatory does not specify which alleged interaction is
11 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
12 See response to interrogatory number 8.1.

13
14 **FORM INTERROGATORY NO. 8.3:**

15 State the last date before the **INCIDENT** that you worked for compensation.

16 **RESPONSE TO FORM INTERROGATORY NO. 8.3:**

17 Solomita specifically incorporates the General Objections stated above. Solomita further
18 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
19 purported interactions and the interrogatory does not specify which alleged interaction is
20 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
21 See response to interrogatory number 8.1.

22
23 **FORM INTERROGATORY NO. 8.4:**

24 State your monthly income at the time of the **INCIDENT** and how the amount was
25 calculated.

26 **RESPONSE TO FORM INTERROGATORY NO. 8.4:**

27 Solomita specifically incorporates the General Objections stated above. Solomita further
28 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple

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1 purported interactions and the interrogatory does not specify which alleged interaction is
2 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
3 See response to interrogatory number 8.1.
4

5 **FORM INTERROGATORY NO. 8.5:**

6 State the date you returned to work at each place of employment following the
7 **INCIDENT.**

8 **RESPONSE TO FORM INTERROGATORY NO. 8.5:**

9 Solomita specifically incorporates the General Objections stated above. Solomita further
10 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
11 purported interactions and the interrogatory does not specify which alleged interaction is
12 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
13 See response to interrogatory number 8.1.
14

15 **FORM INTERROGATORY NO. 8.6:**

16 State the dates you did not work and for which you lost income as a result of the
17 **INCIDENT.**

18 **RESPONSE TO FORM INTERROGATORY NO. 8.6:**

19 Solomita specifically incorporates the General Objections stated above. Solomita further
20 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
21 purported interactions and the interrogatory does not specify which alleged interaction is
22 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
23 See response to interrogatory number 8.1.
24

25 **FORM INTERROGATORY NO. 8.7:**

26 State the total income you have lost to date as a result of the **INCIDENT** and how the
27 amount was calculated.
28

1 **RESPONSE TO FORM INTERROGATORY NO. 8.7:**

2 Solomita specifically incorporates the General Objections stated above. Solomita further
3 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
4 purported interactions and the interrogatory does not specify which alleged interaction is
5 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
6 See response to interrogatory number 8.1.
7

8 **FORM INTERROGATORY NO. 8.8:**

9 Will you lose income in the future as a result of the **INCIDENT**? If so, state:

- 10 (a) the facts upon which you base this contention;
11 (b) an estimate of the amount;
12 (c) an estimate of how long you will be unable to work; and
13 (d) how the claim for future income is calculated.

14 **RESPONSE TO FORM INTERROGATORY NO. 8.8:**

15 Solomita specifically incorporates the General Objections stated above. Solomita further
16 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
17 purported interactions and the interrogatory does not specify which alleged interaction is
18 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
19 See response to interrogatory number 8.1.
20

21 **FORM INTERROGATORY NO. 9.1:**

22 Are there any other damages that you attribute to the **INCIDENT**? If so, for each item of
23 damage state:

- 24 (a) the nature;
25 (b) the date it occurred;
26 (c) the amount; and
27 (d) the name, **ADDRESS**, and telephone number of each **PERSON** to whom an
28 obligation was incurred.

1 **RESPONSE TO FORM INTERROGATORY NO. 9.1:**

2 Solomita specifically incorporates the General Objections stated above. Solomita further
3 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
4 purported interactions and the interrogatory does not specify which alleged interaction is
5 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
6 Solomita does not allege a claim for damages in this action.

7
8 **FORM INTERROGATORY NO. 9.2:**

9 Do any **DOCUMENTS** support the existence or amount of any item of damages claimed
10 in interrogatory 9.1? If so, describe each document and state the name, **ADDRESS**, and
11 telephone number of the **PERSON** who has each **DOCUMENT**.

12 **RESPONSE TO FORM INTERROGATORY NO. 9.2:**

13 Solomita specifically incorporates the General Objections stated above. Solomita further
14 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
15 purported interactions and the interrogatory does not specify which alleged interaction is
16 referenced. Subject to, and without waiving his objections, Solomita further responds as follows:
17 See response to interrogatory number 9.1.

18
19 **FORM INTERROGATORY NO. 12.1:**

20 State the name, **ADDRESS**, and telephone number of each individual:

- 21 (a) who witnessed the **INCIDENT** or the events occurring immediately before or after
22 the **INCIDENT**;
23 (b) who made any statement at the scene of the **INCIDENT**;
24 (c) who heard any statements made about the **INCIDENT** by any individual at the
25 scene; and
26 (d) who **YOU OR ANYONE ACTING ON YOUR BEHALF** claim has knowledge
27 of the **INCIDENT** (except for expert witnesses covered by Code of Civil
28 Procedure section 2034).

1 **RESPONSE TO FORM INTERROGATORY NO. 12.1:**

2 Solomita specifically incorporates the General Objections stated above. Solomita further
3 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
4 purported interactions and the interrogatory does not specify which alleged interaction is
5 referenced. Solomita further objects on the grounds that this interrogatory seeks information
6 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
7 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
8 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
9 seeks information that is confidential or proprietary and/or trade secret information. Subject to,
10 and without waiving his objections, Solomita further responds as follows: the primary witnesses
11 to the interactions among Solomita and plaintiffs Henry Lorin and/or Paul Cugno include Daniel
12 Solomita, Donald Danks, Henry Lorin, Paul Cugno, and Jonathan Destler.

13
14 **FORM INTERROGATORY NO. 12.2:**

15 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** interviewed any individual
16 concerning the **INCIDENT**? If so, for each individual state:

- 17 (a) the name, **ADDRESS**, and telephone number of the individual interviewed;
18 (b) the date of the interview; and
19 (c) the name, **ADDRESS**, and telephone number of the **PERSON** who conducted the
20 interview.

21 **RESPONSE TO FORM INTERROGATORY NO. 12.2:**

22 Solomita specifically incorporates the General Objections stated above. Solomita further
23 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
24 purported interactions and the interrogatory does not specify which alleged interaction is
25 referenced. Solomita further objects on the grounds that this interrogatory seeks information
26 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
27 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
28 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and

1 seeks information that is confidential or proprietary and/or trade secret information,

2
3 **FORM INTERROGATORY NO. 12.3:**

4 Have **YOU OR ANYONE ACTING ON YOUR BEHALF** obtained a written or
5 recorded statement from any individual concerning the **INCIDENT**? If so, for each statement
6 state:

- 7 (a) the name, **ADDRESS**, and telephone number of the individual from whom the
8 statement was obtained;
- 9 (b) the name, **ADDRESS**, and telephone number of the individual who obtained the
10 statement;
- 11 (c) the date the statement was obtained; and
- 12 (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the
13 original statement or a copy.

14 **RESPONSE TO FORM INTERROGATORY NO. 12.3:**

15 Solomita specifically incorporates the General Objections stated above. Solomita further
16 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
17 purported interactions and the interrogatory does not specify which alleged interaction is
18 referenced. Solomita further objects on the grounds that this interrogatory seeks information
19 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
20 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
21 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
22 seeks information that is confidential or proprietary and/or trade secret information.

23
24 **FORM INTERROGATORY NO. 12.4:**

25 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** know of any photographs,
26 films, or videotapes depicting any place, object, or individual concerning the **INCIDENT** or
27 plaintiff's injuries? If so, state:

- 28 (a) the number of photographs or feet of film or videotape;

- 1 (b) the places, objects, or persons photographed, filmed, or videotaped;
2 (c) the date the photographs, films, or videotapes were taken;
3 (d) the name, **ADDRESS**, and telephone number of the individual taking the
4 photographs, films, or videotapes; and
5 (e) the name, **ADDRESS**, and telephone number of each **PERSON** who has the
6 original or a copy of the photographs, films, or videotapes.

7 **RESPONSE TO FORM INTERROGATORY NO. 12.4:**

8 Solomita specifically incorporates the General Objections stated above. Solomita further
9 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
10 purported interactions and the interrogatory does not specify which alleged interaction is
11 referenced. Solomita further objects on the grounds that this interrogatory seeks information
12 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
13 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
14 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
15 seeks information that is confidential or proprietary and/or trade secret information. Subject to,
16 and without waiving his objections, Solomita further responds as follows: Solomita is unaware of
17 any photographs regarding any alleged interactions that are the subject of the First Amended
18 Complaint ("FAC").
19

20 **FORM INTERROGATORY NO. 12.5:**

21 Do **YOU OR ANYONE ACTING ON YOUR BEHALF** know of any diagram,
22 reproduction, or model of any place or thing (except for items developed by expert witnesses
23 covered by Code of Civil Procedure sections 2034.210-2034.310) concerning the **INCIDENT**?

24 If so, for each item state:

- 25 (a) the type (i.e., diagram, reproduction, or model);
26 (b) the subject matter; and
27 (c) the name, **ADDRESS**, and telephone number of each **PERSON** who has it.
28

1 **RESPONSE TO FORM INTERROGATORY NO. 12.5:**

2 Solomita specifically incorporates the General Objections stated above. Solomita further
3 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
4 purported interactions and the interrogatory does not specify which alleged interaction is
5 referenced. Solomita further objects on the grounds that this interrogatory seeks information
6 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
7 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
8 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
9 seeks information that is confidential or proprietary and/or trade secret information. Subject to,
10 and without waiving his objections, Solomita further responds as follows: Solomita is unaware of
11 any diagrams, reproductions or models of any places or things regarding any alleged interactions
12 that are the subject of the FAC.

13
14
15 **FORM INTERROGATORY NO. 12.6:**

16 Was a report made by any **PERSON** concerning the **INCIDENT**? If so, state:

- 17 (a) the name, title, identification number, and employer of the **PERSON** who made
18 the report;
19 (b) the date and type of report made;
20 (c) the name, **ADDRESS**, and telephone number of the **PERSON** for whom the
21 report was made; and
22 (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the
23 original or a copy of the report.

24 **RESPONSE TO FORM INTERROGATORY NO. 12.6:**

25 Solomita specifically incorporates the General Objections stated above. Solomita further
26 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
27 purported interactions and the interrogatory does not specify which alleged interaction is
28 referenced. Solomita further objects on the grounds that this interrogatory seeks information

protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and seeks information that is confidential or proprietary and/or trade secret information.

FORM INTERROGATORY NO. 12.7:

Have **YOU OR ANYONE ACTING ON YOUR BEHALF** inspected the scene of the **INCIDENT**? If so, for each inspection state:

- (a) the name, **ADDRESS**, and telephone number of the individual making the inspection (except for expert witnesses covered by Code of Civil Procedure sections 2034.210–2034.310); and
- (b) the date of the inspection.

RESPONSE TO FORM INTERROGATORY NO. 12.7:

Solomita specifically incorporates the General Objections stated above. Solomita further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple purported interactions and the interrogatory does not specify which alleged interaction is referenced. Solomita further objects on the grounds that this interrogatory seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and seeks information that is confidential or proprietary and/or trade secret information. Subject to, and without waiving his objections, Solomita further responds as follows: Solomita is unaware of any inspections of the scene of any alleged interactions that are the subject of the FAC.

FORM INTERROGATORY NO. 13.1:

Have **YOU OR ANYONE ACTING ON YOUR BEHALF** conducted surveillance of any individual involved in the **INCIDENT** or any party to this action? If so, for each surveillance state:

- (a) the name, **ADDRESS**, and telephone number of the individual or party;

- 1 (b) the time, date, and place of surveillance;
- 2 (c) the name, **ADDRESS**, and telephone number of the individual who conducted the
- 3 surveillance; and
- 4 (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the
- 5 original or a copy of any surveillance photograph, film, or videotape.

6 **RESPONSE TO FORM INTERROGATORY NO. 13.1:**

7 Solomita specifically incorporates the General Objections stated above. Solomita further

8 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple

9 purported interactions and the interrogatory does not specify which alleged interaction is

10 referenced. Solomita further objects on the grounds that this interrogatory seeks information

11 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the

12 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of

13 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and

14 seeks information that is confidential or proprietary and/or trade secret information. Subject to,

15 and without waiving his objections, Solomita further responds as follows: No.

16

17 **FORM INTERROGATORY NO. 13.2:**

18 Has a written report been prepared on the surveillance? If so, for each written report state:

- 19 (a) the title;
- 20 (b) the date;
- 21 (c) the name, **ADDRESS**, and telephone number of the individual who prepared the
- 22 report; and
- 23 (d) the name, **ADDRESS**, and telephone number of each **PERSON** who has the
- 24 original or a copy.

25 **RESPONSE TO FORM INTERROGATORY NO. 13.2:**

26 Solomita specifically incorporates the General Objections stated above. Solomita further

27 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple

28 purported interactions and the interrogatory does not specify which alleged interaction is

1 referenced. Solomita further objects on the grounds that this interrogatory seeks information
2 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
3 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
4 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
5 seeks information that is confidential or proprietary and/or trade secret information. Subject to,
6 and without waiving his objections, Solomita further responds as follows: Inapplicable.

7
8 **FORM INTERROGATORY NO. 14.1:**

9 Do YOU OR ANYONE ACTING ON YOUR BEHALF contend that any PERSON
10 involved in the INCIDENT violated any statute, ordinance, or regulation and that the violation
11 was a legal (proximate) cause of the INCIDENT? If so, identify the name, ADDRESS, and
12 telephone number of each PERSON and the statute, ordinance, or regulation that was violated.

13 **RESPONSE TO FORM INTERROGATORY NO. 14.1:**

14 Solomita specifically incorporates the General Objections stated above. Solomita further
15 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
16 purported interactions and the interrogatory does not specify which alleged interaction is
17 referenced. Solomita further objects on the grounds that this interrogatory seeks information
18 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
19 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
20 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
21 seeks information that is confidential or proprietary and/or trade secret information. Subject to,
22 and without waiving his objections, Solomita further responds as follows: Solomita does not
23 allege that the violation of any statute, ordinance, or regulation that "caused" an incident.
24 Solomita does allege that the purported contractual relationship alleged in the FAC would violate
25 the Securities Exchange Act of 1934 and the statutes and regulations issued thereunder and would
26 violate the applicable statute of frauds, including New York General Obligations Law 5-701(10).

1 **FORM INTERROGATORY NO. 14.2:**

2 Was any **PERSON** cited or charged with a violation of any statute, ordinance, or
3 regulation as a result of this **INCIDENT**? If so, for each **PERSON** state:

- 4 (a) the name, **ADDRESS**, and telephone number of the **PERSON**;
5 (b) the statute, ordinance, or regulation allegedly violated;
6 (c) whether the **PERSON** entered into a plea in response to the citation or charge,
7 and, if so, the plea entered; and
8 (d) the name and **ADDRESS** of the court or administrative agency, names of the
9 parties, and case number.

10 **RESPONSE TO FORM INTERROGATORY NO. 14.2:**

11 Solomita specifically incorporates the General Objections stated above. Solomita further
12 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
13 purported interactions and the interrogatory does not specify which alleged interaction is
14 referenced. Solomita further objects on the grounds that this interrogatory seeks information
15 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
16 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
17 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
18 seeks information that is confidential or proprietary and/or trade secret information. Subject to,
19 and without waiving his objections, Solomita further responds as follows: No.
20

21 **FORM INTERROGATORY NO. 15.1:**

22 Identify each denial of a material allegation and each special or affirmative defense in
23 your pleadings and for each:

- 24 (a) state all facts upon which you base the denial or special or affirmative defense;
25 (b) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who
26 have knowledge of those facts; and
27 (c) identify all **DOCUMENTS** and other tangible things that support your denial or
28 special or affirmative defense, and state the name, **ADDRESS**, and telephone

number of the PERSON who has each DOCUMENT.

RESPONSE TO FORM INTERROGATORY NO. 15.1:

Solomita specifically incorporates the General Objections stated above. Solomita further objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple purported interactions and the interrogatory does not specify which alleged interaction is referenced. Solomita further objects on the grounds that this interrogatory seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and seeks information that is confidential or proprietary and/or trade secret information. Subject to, and without waiving his objections, Solomita further responds as follows:

Solomita summarizes his denials and defenses below. Solomita generally denies the allegations in the FAC and alleges the following affirmative defenses: failure to state a claim; ambiguity and additional defenses; lack of privity or adoption; no contract; indefinite alleged contract; statute of frauds; illegality; Plaintiffs' failure to perform; waiver; equitable estoppel; unclean hands; laches; unjust enrichment; and failure to mitigate.

In summary, the facts do not support any of the claims alleged in the FAC, no contract existed as alleged, and no actionable misrepresentation was made to Plaintiffs. There is no enforceable contract between Plaintiffs (or either of them) and any of the Defendants; Defendants did not enter into or adopt any alleged contract with Plaintiffs; Plaintiffs did not perform under any alleged contract; Defendants did not breach any alleged contract; and Plaintiffs did not suffer any compensable damages.

Plaintiffs have not identified any exchange of promises (let alone enforceable promises) between Defendants and Plaintiffs, and no such promises were exchanged.

Plaintiffs allege broad categories of services they were requested to participate in, in some unidentified manner and with no identified measures of performance or success, involving (1) the capitalization of Loop Holdings; and (2) facilitation of a reverse merger between Loop Holdings and Loop Industries. Plaintiffs' allegations do not allow the court "to ascertain the parties'

obligations and to determine whether those obligations have been performed or breached"; (2) are not "definite enough that a court can determine the scope of the duty" and the "limits of performance" are not "sufficiently defined to provide a rational basis for the assessment of damages"; (3) do not allow ascertainment of "the intention of the parties in material particulars"; and (4) do not "provide a basis for determining the existence of a breach and for giving an appropriate remedy."

Plaintiffs' allegations of the following broad subject matters does nothing to satisfy Plaintiffs' burden to prove a justiciable agreement:

"(1) advising and assisting Solomita and Holdings regarding Holdings' capital structure; (2) identifying opportunities for maximizing potential shareholder value; (3) developing business relationships for Holdings; and (4) advising Solomita and Holdings on business combination transactions and strategic alliances."

Plaintiffs have failed to identify every material term of the parties' purported agreement and will be unable to truthfully do so – including what, precisely, Plaintiffs were required to do as their part of the purported deal, and no enforceable agreement was reached as alleged.

For the same reasons, Plaintiffs have no claim based on the implied covenant of good faith and fair dealing or for specific performance. In addition, no specifically enforceable type of contract sufficiently definite in its terms was formed, nor any just and reasonable contract with adequate consideration provided by Plaintiffs; and legal remedies would be adequate to remedy any alleged damages (though Plaintiffs have not been damaged).

Plaintiffs have acknowledged that under "New York law, a claim for fraud does not lie where the plaintiff alleges that the defendant promised to perform under the contract without the intention of ever actually doing so." New York law should be applied here to bar Plaintiffs' claim. Plaintiffs' fraud claim fails under California law as well.

Defendants did not make any promise as alleged in the complaint and did not have any fraudulent intent either. Defendants did not make any false promise.

Further, Defendants contend the purported agreement Plaintiffs appear to be alleging would be barred by the applicable statute of frauds, New York's statute of frauds, General Obligations Law § 5-701(10), which bars agreements not in writing "for services rendered in

1 negotiating a 'business opportunity,' including "conduct at the outset, during the course of, and
2 at the conclusion of the services rendered for the purpose of 'assisting in the negotiation or
3 consummation' of a business opportunity." The definition of "negotiating" under the statute
4 itself is "Negotiating includes procuring an introduction to a party to the transaction or assisting
5 in the negotiation or consummation of the transaction," which appears to be the purpose of what
6 Plaintiffs allege in the complaint, including allegations that:

7 (1) Solomita advised Plaintiffs he wanted to raise money for Holdings and complete a
8 reverse merger [FAC, ¶ 12];

9 (2) Plaintiffs and Solomita discussed how Plaintiffs could help effectuate that goal
10 including through advice and assistance with capital structure, developing business
11 relationships for Holdings and advising Solomita and Loop Holdings on business
12 combination transactions and strategic alliances [FAC, ¶ 13]; and

13 (3) Plaintiffs made trips "to introduce Solomita to individuals capable of investing in
14 Holdings" and that "Plaintiffs were responsible for introducing to Holdings and Solomita
15 many of the people who invested substantial funds in Holdings." [Complaint, ¶ 19]

16 Plaintiffs have ignored that their claims "must be alleged in full, factually and
17 specifically" instead choosing to ignore Plaintiffs' obligation to plead and prove what exactly was
18 promised, and in exchange for what exact conduct on the part of the Plaintiffs was demanded.
19 The FAC generically describes the Plaintiffs-obligation part of the purported promise as
20 Plaintiffs' agreement to assist Solomita and Holdings "with various operational and financial
21 matters and strategic planning." [FAC, ¶ 42] Plaintiffs have failed to identify and will be unable
22 to truthfully identify what exact "assistance" was purportedly demanded of Plaintiffs, what exact
23 operational matters, what exact financial matters, what strategic planning, et cetera.

24 Plaintiffs also will be unable to truthfully introduce evidence of falsity of any purported
25 promises, or of reasonable reliance or damages.

26 The FAC fails to state a claim upon which relief may be granted. The FAC does not
27 clearly state the amount or issues in this case, rendering it difficult for Solomita to respond. No
28 contractual relationship or agreement exists between the Plaintiffs and any of the Defendants.

Defendants also did not adopt the purported agreement alleged in the FAC. No contract was formed between the Plaintiffs and any of the parties alleged in the FAC. Plaintiffs' purported claims are barred because the alleged agreement is indefinite. The purported contract alleged by Plaintiffs is unenforceable because it would have been required to be in writing under the applicable statute of frauds, including New York General Obligations Law § 5-701(10). The purported contract alleged by Plaintiffs is unenforceable because it would constitute an illegal contract, including under the Securities Exchange Act of 1934 and related statutes and regulations. Plaintiffs' purported claims are barred because Plaintiffs failed to perform the alleged agreement on which they allegedly base their claims. Plaintiffs, through their conduct, acts and omissions, have waived, relinquished and/or abandoned any purported claim for relief against Solomita regarding the matters which are the subject of the Complaint. Plaintiffs' purported claims are barred by the doctrine of equitable estoppel. Plaintiffs' purported claims are barred by the doctrine of unclean hands. The doctrine of laches bars Plaintiffs' claims. An award to Plaintiffs would unjustly enrich the Plaintiffs. Plaintiffs' claims are barred or reduced because they have failed to mitigate their purported damages, if any.

FORM INTERROGATORY NO. 17.1:

Is your response to each request for admission served with these interrogatories an unqualified admission? If not, for each response that is not an unqualified admission:

- (a) state the number of the request;
- (b) state all facts upon which you base your response;
- (c) state the names, **ADDRESSES**, and telephone numbers of all **PERSONS** who have knowledge of those facts; and
- (d) identify all **DOCUMENTS** and other tangible things that support your response and state the name, **ADDRESS**, and telephone number of the **PERSON** who has each **DOCUMENT** or thing.

RESPONSE TO FORM INTERROGATORY NO. 17.1:

Solomita specifically incorporates the General Objections stated above. Solomita further

1 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
2 purported interactions and the interrogatory does not specify which alleged interaction is
3 referenced. Solomita further objects on the grounds that this interrogatory seeks information
4 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
5 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
6 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
7 seeks information that is confidential or proprietary and/or trade secret information. Subject to,
8 and without waiving his objections, Solomita further responds as follows:

9 **Request for Admission 1**

10 (a) 1.

11 (b) The premise upon which the request for admission is based is false. Henry
12 Lorin was introduced to Solomita by Paul Cugno, but as Henry Wolff, not
13 Henry Lorin.

14 (c) The primary witnesses to the interactions among Solomita and plaintiffs
15 Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks,
16 Henry Lorin, Paul Cugno, and Jonathan Destler.

17 (d) Documents in Solomita's possession, custody or control will be produced
18 on a rolling basis to the extent they are discovered, after entry of a
19 confidentiality protective order.
20

21 **Request for Admission 2**

22 (a) 2.

23 (b) The premise upon which the request for admission is based is false. Paul
24 Cugno was introduced to Solomita by a third party.

25 (c) The primary witnesses to the interactions among Solomita and plaintiffs
26 Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks,
27 Henry Lorin, Paul Cugno, and Jonathan Destler.

28 (d) Documents in Solomita's possession, custody or control will be produced

1 on a rolling basis to the extent they are discovered, after entry of a
2 confidentiality protective order.

3
4 **Request for Admission 3**

5 (a) 3.

6 (b) The premise upon which the request for admission is based is false. Henry
7 Lorin was introduced to Solomita, but as Henry Wolff, not Henry Lorin.
8 Solomita did not "request assistance" from Henry Wolff/Lorin on financial
9 and operational matters. Solomita had conversations with Henry
10 Wolff/Lorin regarding potential funding to execute a business model. See
11 also responses to interrogatory numbers 15.1 and 50.1-50.6.

12 (c) The primary witnesses to the interactions among Solomita and plaintiffs
13 Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks,
14 Henry Lorin, Paul Cugno, and Jonathan Destler.

15 (d) Documents in Solomita's possession, custody or control will be produced
16 on a rolling basis to the extent they are discovered, after entry of a
17 confidentiality protective order.

18
19 **Request for Admission 4**

20 (a) 4.

21 (b) The premise upon which the request for admission is based is false. Paul
22 Cugno was introduced to Solomita by a third party. Solomita did not
23 "request assistance" from Paul Cugno on financial and operational matters.
24 Solomita had conversations with Paul Cugno regarding potential funding to
25 execute a business model. See also responses to interrogatory numbers
26 15.1 and 50.1-50.6.

27 (c) The primary witnesses to the interactions among Solomita and plaintiffs
28 Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks,

Henry Lorin, Paul Cugno, and Jonathan Destler.

- (d) Documents in Solomita's possession, custody or control will be produced on a rolling basis to the extent they are discovered, after entry of a confidentiality protective order.

Request for Admission 8

(a) 8.

- (b) The premise upon which the request for admission is based is false. The meeting was to explore potential funding of a business model. The hypothetical potential for a reverse merger was generically discussed, but nothing was stated about First American, and Solomita was not even aware of the existence, operations, or financial status of First American at the time. At the meeting, Mr. Wolff/Lorin and Mr. Cugno suggested a strategy known as a "gypsy swap" which Solomita later learned was illegal and thus Solomita decided not to pursue it. See also responses to interrogatory numbers 15.1 and 50.1-50.6.

- (c) The primary witnesses to the interactions among Solomita and plaintiffs Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks, Henry Lorin, Paul Cugno, and Jonathan Destler.

- (d) Documents in Solomita's possession, custody or control will be produced on a rolling basis to the extent they are discovered, after entry of a confidentiality protective order.

Request for Admission 9

(a) 9.

- (b) The premise upon which the request for admission is based is false. Solomita was not even aware of the existence, operations, or financial status of First American at the time. At the meeting, Mr. Wolff/Lorin and

1 Mr. Cugno suggested a strategy known as a "gypsy swap" which Solomita
2 later learned was illegal and thus Solomita decided not to pursue it. See
3 also responses to interrogatory numbers 15.1 and 50.1-50.6.

4 (c) The primary witnesses to the interactions among Solomita and plaintiffs
5 Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks,
6 Henry Lorin, Paul Cugno, and Jonathan Destler.

7 (d) Documents in Solomita's possession, custody or control will be produced
8 on a rolling basis to the extent they are discovered, after entry of a
9 confidentiality protective order.

10
11 **Request for Admission 13**

12 (a) 13.

13 (b) The premise upon which the request for admission is based is false. The
14 meeting was preliminary only, and was the first time Solomita had met
15 with Mr. Danks and Mr. Destler. There was no mention of First American.
16 Solomita was not even aware of the existence, operations, or financial
17 status of First American at the time. See also responses to interrogatory
18 numbers 15.1 and 50.1-50.6.

19 (c) The primary witnesses to the interactions among Solomita and plaintiffs
20 Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks,
21 Henry Lorin, Paul Cugno, and Jonathan Destler.

22 (d) Documents in Solomita's possession, custody or control will be produced
23 on a rolling basis to the extent they are discovered, after entry of a
24 confidentiality protective order.

25
26 **Request for Admission 14**

27 (a) 14.

28 (b) The premise upon which the request for admission is based is false. Henry

1 Lorin performed no services for Solomita during the stated time period.
2 Henry Lorin did nothing in terms of working with Solomita to fund the
3 Loop start up during that time period. See also responses to interrogatory
4 numbers 15.1 and 50.1-50.6.

5 (c) The primary witnesses to the interactions among Solomita and plaintiffs
6 Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks,
7 Henry Lorin, Paul Cugno, and Jonathan Destler.

8 (d) Documents in Solomita's possession, custody or control will be produced
9 on a rolling basis to the extent they are discovered, after entry of a
10 confidentiality protective order.
11

12 **Request for Admission 15**

13 (a) 15.

14 (b) The premise upon which the request for admission is based is false. Paul
15 Cugno performed no services for Solomita during the stated time period.
16 Paul Cugno did nothing in terms of working with Solomita to fund the
17 Loop start up during that time period. He made a few attempts to organize
18 funding meetings, with no success. See also responses to interrogatory
19 numbers 15.1 and 50.1-50.6.

20 (c) The primary witnesses to the interactions among Solomita and plaintiffs
21 Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks,
22 Henry Lorin, Paul Cugno, and Jonathan Destler.

23 (d) Documents in Solomita's possession, custody or control will be produced
24 on a rolling basis to the extent they are discovered, after entry of a
25 confidentiality protective order.
26

27 **Request for Admission 16**

28 (a) 16.

- 1 (b) Mr. Danks performed some services for Loop Holdings, Inc. as of October
2 2014 under an advisory agreement with Touchstone Advisors. Mr. Danks
3 performed for Loop Holdings, Inc. during a portion of the identified period.
4 (c) The primary witnesses to the interactions among Solomita and plaintiffs
5 Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks,
6 Henry Lorin, Paul Cugno, and Jonathan Destler.
7 (d) Documents in Solomita's possession, custody or control will be produced
8 on a rolling basis to the extent they are discovered, after entry of a
9 confidentiality protective order.

10
11 **Request for Admission 17**

- 12 (a) 17.
13 (b) Mr. Destler performed some services for Loop Holdings, Inc. as of October
14 2014 under an advisory agreement with Touchstone Advisors. Mr. Destler
15 performed for Loop Holdings, Inc. during a portion of the identified period.
16 (c) The primary witnesses to the interactions among Solomita and plaintiffs
17 Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks,
18 Henry Lorin, Paul Cugno, and Jonathan Destler.
19 (d) Documents in Solomita's possession, custody or control will be produced
20 on a rolling basis to the extent they are discovered, after entry of a
21 confidentiality protective order.

22
23 **Request for Admission 18**

- 24 (a) 18.
25 (b) The premise upon which the request for admission is based is false. See
26 also responses to interrogatory numbers 15.1 and 50.1-50.6.
27 (c) The primary witnesses to the interactions among Solomita and plaintiffs
28 Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks,

Henry Lorin, Paul Cugno, and Jonathan Destler.

- (d) Documents in Solomita's possession, custody or control will be produced on a rolling basis to the extent they are discovered, after entry of a confidentiality protective order.

Request for Admission 19

- (a) 19.
- (b) The premise upon which the request for admission is based is false. See also responses to interrogatory numbers 15.1 and 50.1-50.6.
- (c) The primary witnesses to the interactions among Solomita and plaintiffs Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks, Henry Lorin, Paul Cugno, and Jonathan Destler.
- (d) Documents in Solomita's possession, custody or control will be produced on a rolling basis to the extent they are discovered, after entry of a confidentiality protective order.

Request for Admission 20

- (a) 20.
- (b) The premise upon which the request for admission is based is false. Solomita purchased 1.8 million shares in First American, to not be diluted. See also responses to interrogatory numbers 15.1 and 50.1-50.6.
- (c) The primary witnesses to the interactions among Solomita and plaintiffs Henry Lorin and/or Paul Cugno include Daniel Solomita, Donald Danks, Henry Lorin, Paul Cugno, and Jonathan Destler.
- (d) Documents in Solomita's possession, custody or control will be produced on a rolling basis to the extent they are discovered, after entry of a confidentiality protective order.

2021/10/19

1
2
3 **FORM INTERROGATORY NO. 50.1:**

4 For each agreement alleged in the pleadings:

- 5 (a) identify each **DOCUMENT** that is part of the agreement and for each state the
6 name, **ADDRESS**, and telephone number of each **PERSON** who has the
7 **DOCUMENT**;
- 8 (b) state each part of the agreement not in writing, the name, **ADDRESS**, and
9 telephone number of each **PERSON** agreeing to that provision, and the date that
10 part of the agreement was made;
- 11 (c) identify all **DOCUMENTS** that evidence any part of the agreement not in writing
12 and for each state the name, **ADDRESS**, and telephone number of each **PERSON**
13 who has the **DOCUMENT**;
- 14 (d) identify all **DOCUMENTS** that are part of any modification to the agreement, and
15 for each state the name, **ADDRESS**, and telephone number of each **PERSON** who
16 has the **DOCUMENT**;
- 17 (e) state each modification not in writing, the date, and the name, **ADDRESS**, and
18 telephone number of each **PERSON** agreeing to the modification, and the date the
19 modification was made;
- 20 (f) identify all **DOCUMENTS** that evidence any modification of the agreement not in
21 writing and for each state the name, **ADDRESS**, and telephone number of each
22 **PERSON** who has the **DOCUMENT**.

23 **RESPONSE TO FORM INTERROGATORY NO. 50.1:**

24 Solomita specifically incorporates the General Objections stated above. Solomita further
25 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
26 purported interactions and the interrogatory does not specify which alleged interaction is
27 referenced. Solomita further objects on the grounds that this interrogatory seeks information
28 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the

1 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
2 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
3 seeks information that is confidential or proprietary and/or trade secret information. Subject to,
4 and without waiving his objections, Solomita further responds as follows: Inapplicable, as
5 Solomita does not allege the existence of any agreement between Plaintiffs and Defendants and
6 no such agreement existed. See also, response to interrogatory number 15.1.

7
8 **FORM INTERROGATORY NO. 50.2:**

9 Was there a breach of any agreement alleged in the pleadings? If so, for each breach
10 describe and give the date of every act or omission that you claim is the breach of the agreement.

11 **RESPONSE TO FORM INTERROGATORY NO. 50.2:**

12 Solomita specifically incorporates the General Objections stated above. Solomita further
13 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
14 purported interactions and the interrogatory does not specify which alleged interaction is
15 referenced. Solomita further objects on the grounds that this interrogatory seeks information
16 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
17 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
18 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
19 seeks information that is confidential or proprietary and/or trade secret information. Subject to,
20 and without waiving his objections, Solomita further responds as follows: Inapplicable, as
21 Solomita does not allege the existence of any agreement between Plaintiffs and Defendants and
22 no such agreement existed. See also, response to interrogatory number 15.1.

23
24 **FORM INTERROGATORY NO. 50.3:**

25 Was performance of any agreement alleged in the pleadings excused? If so, identify each
26 agreement excused and state why performance was excused.

27 **RESPONSE TO FORM INTERROGATORY NO. 50.3:**

28 Solomita specifically incorporates the General Objections stated above. Solomita further

1 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
2 purported interactions and the interrogatory does not specify which alleged interaction is
3 referenced. Solomita further objects on the grounds that this interrogatory seeks information
4 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
5 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
6 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
7 seeks information that is confidential or proprietary and/or trade secret information. Subject to,
8 and without waiving his objections, Solomita further responds as follows: Inapplicable, as
9 Solomita does not allege the existence of any agreement between Plaintiffs and Defendants and
10 no such agreement existed. See also, response to interrogatory number 15.1.

11
12 **FORM INTERROGATORY NO. 50.4:**

13 Was any agreement alleged in the pleadings terminated by mutual agreement, release,
14 accord and satisfaction, or novation? If so, identify each agreement terminated, the date of
15 termination, and the basis of the termination.

16 **RESPONSE TO FORM INTERROGATORY NO. 50.4:**

17 Solomita specifically incorporates the General Objections stated above. Solomita further
18 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
19 purported interactions and the interrogatory does not specify which alleged interaction is
20 referenced. Solomita further objects on the grounds that this interrogatory seeks information
21 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
22 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
23 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
24 seeks information that is confidential or proprietary and/or trade secret information. Subject to,
25 and without waiving his objections, Solomita further responds as follows: Inapplicable, as
26 Solomita does not allege the existence of any agreement between Plaintiffs and Defendants and
27 no such agreement existed. See also, response to interrogatory number 15.1.
28

1 **FORM INTERROGATORY NO. 50.5:**

2 Is any agreement alleged in the pleadings unenforceable? If so, identify each
3 unenforceable agreement and state why it is unenforceable.

4 **RESPONSE TO FORM INTERROGATORY NO. 50.5:**

5 Solomita specifically incorporates the General Objections stated above. Solomita further
6 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
7 purported interactions and the interrogatory does not specify which alleged interaction is
8 referenced. Solomita further objects on the grounds that this interrogatory seeks information
9 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
10 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
11 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
12 seeks information that is confidential or proprietary and/or trade secret information. Subject to,
13 and without waiving his objections, Solomita further responds as follows: Inapplicable, as
14 Solomita does not allege the existence of any agreement between Plaintiffs and Defendants and
15 no such agreement existed. The purported contract alleged by Plaintiffs did not exist, and would
16 also be unenforceable because its purported terms are indefinite, it would have been required to
17 be in writing under the applicable statute of frauds, including New York General Obligations Law
18 § 5-701(10), and would constitute an illegal contract, including under the Securities Exchange
19 Act of 1934 and related statutes and regulations. See also, response to interrogatory number 15.1.
20

21 **FORM INTERROGATORY NO. 50.6:**

22 Is any agreement alleged in the pleadings ambiguous? If so, identify each ambiguous
23 agreement and state why it is ambiguous.

24 **RESPONSE TO FORM INTERROGATORY NO. 50.6:**

25 Solomita specifically incorporates the General Objections stated above. Solomita further
26 objects that the interrogatory is vague, ambiguous, and overly broad, as Plaintiff alleges multiple
27 purported interactions and the interrogatory does not specify which alleged interaction is
28 referenced. Solomita further objects on the grounds that this interrogatory seeks information

1 protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the
2 joint defense privilege, the common interest privilege, the taxpayer's privilege, the right of
3 privacy of Solomita and/or other persons and/or any other applicable privilege or protection, and
4 seeks information that is confidential or proprietary and/or trade secret information. Subject to,
5 and without waiving his objections, Solomita further responds as follows: Solomita does not
6 allege any agreement between Plaintiffs and Defendants and does not believe that the FAC
7 alleges any such agreement.

8 Plaintiffs have not identified any exchange of promises (let alone enforceable promises)
9 between Defendants and Plaintiffs, and no such promises were exchanged. Plaintiffs allege broad
10 categories of services they were requested to participate in, in some unidentified manner and with
11 no identified measures of performance or success, involving (1) the capitalization of Loop
12 Holdings; and (2) facilitation of a reverse merger between Loop Holdings and Loop Industries.
13 Plaintiffs' allegations do not allow the court "to ascertain the parties' obligations and to
14 determine whether those obligations have been performed or breached"; (2) are not "definite
15 enough that a court can determine the scope of the duty" and the "limits of performance" are not
16 "sufficiently defined to provide a rational basis for the assessment of damages"; (3) do not allow
17 ascertainment of "the intention of the parties in material particulars"; and (4) do not "provide a
18 basis for determining the existence of a breach and for giving an appropriate remedy."

19 Plaintiffs' allegations of the following broad subject matters does nothing to satisfy
20 Plaintiffs' burden to prove a justiciable agreement:

21 "(1) advising and assisting Solomita and Holdings regarding Holdings'
22 capital structure; (2) identifying opportunities for maximizing potential
23 shareholder value; (3) developing business relationships for Holdings; and
24 (4) advising Solomita and Holdings on business combination transactions
25 and strategic alliances."

26 Plaintiffs have failed to identify every material term of the parties' purported agreement
27 and will be unable to truthfully do so - including what, precisely, Plaintiffs were required to do as
28 their part of the purported deal, and no enforceable agreement was reached as alleged.

1 Dated: October 11, 2017

WHITE & CASE LLP

2
3 By: 

Mark E. Gustafson

Attorneys for Defendants

4 Loop Industries, Inc.; Loop Holdings, Inc.; and
5 Daniel Solomita

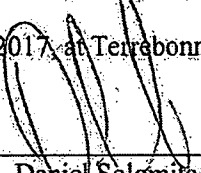
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VERIFICATION

I, Daniel Solomita, declare:

I am a party to this action. I have read **DEFENDANT DANIEL SOLOMITA'S RESPONSES TO FIRST SET OF FORM INTERROGATORIES PROPOUNDED BY HENRY LORIN**. I am informed and believe and, on that basis allege, the matters stated in that document are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 11, 2017, at Terrebonne, Quebec, Canada.



Daniel Solomita

8107760790

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 555 South Flower Street, Suite 2700, Los Angeles, CA. 90071-2433. I am employed by a member of the Bar of this Court at whose direction the service was made.

On October 11, 2017, I served the foregoing document(s) described as **DEFENDANT DANIEL SOLOMITA'S RESPONSES TO FIRST SET OF FORM INTERROGATORIES PROPOUNDED BY HENRY LORIN** on the person(s) below, as follows:

Michael R. Matthias, Esq. Attorneys for Plaintiffs

Jihee Ahn, Esq.

BAKER & HOSTETLER LLP

11601 Wilshire Boulevard, Suite 1400

Los Angeles, CA 90025-0509

Email: mmatthias@bakerlaw.com

Email: jahn@bakerlaw.com

Telephone: 310.820.8800

Facsimile: 310.820.8859



(BY MAIL) I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the address(es) listed above and placed the envelope for collection and mailing at White & Case LLP, Los Angeles, California, following our ordinary business practices. I am readily familiar with White & Case LLP's practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice, the correspondence would be deposited in the United States Postal Service on that same day in the ordinary course of business.



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Executed October 11, 2017, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Diane M. Petrek

8107/70/90

1 WHITE & CASE LLP
2 AALOK SHARMA (SBN: 205220)
3 MARK E. GUSTAFSON (SBN: 198902)
4 555 S. Flower Street, Suite 2700
5 Los Angeles, CA 90071-2433
6 Telephone: (213) 620-7700
7 Facsimile: (213) 452-2329
8 Email: asharma@whitecase.com
9 Email: mustafson@whitecase.com

10 Attorneys for Defendants
11 Loop Industries, Inc.; Loop Holdings, Inc.; and
12 Daniel Solomita

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 FOR THE COUNTY OF LOS ANGELES

15 HENRY LORIN, an individual; and PAUL M.
16 CUGNO, an individual,

17 Plaintiffs,

18 v.

19 LOOP INDUSTRIES, INC., a Nevada
20 corporation; LOOP HOLDINGS, INC., a
21 Nevada corporation; and DANIEL
22 SOLOMITA, an individual,

23 Defendants.

Case No. BC648640
(Assigned to Hon. Gregory Alarcon;
Dept. 36)

**DEFENDANT DANIEL SOLOMITA'S
RESPONSES TO FIRST SET OF
REQUESTS FOR ADMISSION
PROPOUNDED BY HENRY LORIN**

Complaint Filed: January 27, 2017
First Amended Complaint Filed: February
7, 2017

24 PROPOUNDING PARTY: Defendant Daniel Solomita

25 RESPONDING PARTY: Plaintiff Henry Lorin

26 SET NUMBER: One

27 Pursuant to California Code of Civil Procedure section 2033.010 *et seq.*, defendant Daniel
28 Solomita ("Solomita") responds to the plaintiff Henry Lorin's First Set of Request for
Admissions ("Requests") as follows and solely for the purpose of this action.

1 **GENERAL OBJECTIONS**

2 Solomita objects that "YOU" is undefined, rendering the requests vague and ambiguous.
3 In these responses, YOU is interpreted to mean Daniel Solomita personally.
4

5 **RESPONSES TO REQUEST FOR ADMISSIONS**

6 **REQUEST FOR ADMISSION NO: 1:**

7 Admit that YOU contacted Henry Lorin in 2014.

8 **RESPONSE TO REQUEST FOR ADMISSION NO: 1:**

9 Solomita objects to this request on the grounds that it is vague and ambiguous. Subject to
10 and without waiving his objections, based on his understanding of the request, Solomita further
11 responds as follows: Deny. Henry Lorin was introduced to Solomita by Paul Cugno, but as Henry
12 Wolff, not Henry Lorin.

13 **REQUEST FOR ADMISSION NO: 2:**

14 Admit that YOU contacted Paul Cugno in 2014.

15 **RESPONSE TO REQUEST FOR ADMISSION NO: 2:**

16 Solomita objects to this request on the grounds that it is vague and ambiguous. Subject to
17 and without waiving his objections, based on his understanding of the request, Solomita further
18 responds as follows: Deny. Paul Cugno was introduced to Solomita.

19 **REQUEST FOR ADMISSION NO: 3:**

20 Admit that YOU contacted Henry Lorin to request assistance with financial and
21 operational matters.

22 **RESPONSE TO REQUEST FOR ADMISSION NO: 3:**

23 Solomita objects to this request on the grounds that it is vague and ambiguous. Subject to
24 and without waiving his objections, based on his understanding of the request, Solomita further
25 responds as follows: Deny. Henry Lorin was introduced to Solomita, but as Henry Wolff, not
26 Henry Lorin. Solomita did not "request assistance" from Henry Wolff/Lorin on financial and
27 operational matters. Solomita had conversations with Henry Wolff/Lorin regarding potential
28 funding to execute a business model.

1 **REQUEST FOR ADMISSION NO: 4:**

2 Admit that YOU contacted Paul Cugno to request assistance with financial and
3 operational matters.

4 **RESPONSE TO REQUEST FOR ADMISSION NO: 4:**

5 Solomita objects to this request on the grounds that it is vague and ambiguous. Subject to
6 and without waiving his objections, based on his understanding of the request, Solomita further
7 responds as follows: Deny. Paul Cugno was introduced to Solomita by a third party. Solomita did
8 not "request assistance" from Paul Cugno on financial and operational matters. Solomita had
9 conversations with Paul Cugno regarding potential funding to execute a business model.

10 **REQUEST FOR ADMISSION NO: 5:**

11 Admit that YOU met with Henry Lorin in Amangasett, New York in August 2014.

12 **RESPONSE TO REQUEST FOR ADMISSION NO: 5:**

13 Admit.

14 **REQUEST FOR ADMISSION NO: 6:**

15 Admit that YOU met with Paul Cugno in Amangasett, New York in August 2014.

16 **RESPONSE TO REQUEST FOR ADMISSION NO: 6:**

17 Admit.

18 **REQUEST FOR ADMISSION NO: 7:**

19 Admit that YOU discussed capital investment for Loop Holdings, Inc. with Henry Lorin
20 and Paul Cugno in Amangasett, New York in August 2014.

21 **RESPONSE TO REQUEST FOR ADMISSION NO: 7:**

22 Solomita objects to this request on the grounds that it is vague and ambiguous. Subject to
23 and without waiving his objections, based on his understanding of the request, Solomita further
24 responds as follows: Admit.

25 **REQUEST FOR ADMISSION NO: 8:**

26 Admit that YOU discussed completing a reverse merger with First American Group, Inc.
27 ("First American") with Henry Lorin and Paul Cugno in Amangasett, New York in August 2014.
28

1 **RESPONSE TO REQUEST FOR ADMISSION NO: 8:**

2 Solomita objects to this request on the grounds that it is vague and ambiguous. Subject to
3 and without waiving his objections, based on his understanding of the request, Solomita further
4 responds as follows: Deny. The meeting was to explore potential funding of a business model.
5 The hypothetical potential for a reverse merger was generically discussed, but nothing was stated
6 about First American, and Solomita was not even aware of the existence, operations, or financial
7 status of First American at the time. At the meeting, Mr. Wolff/Lorin and Mr. Cugno suggested a
8 strategy known as a "gypsy swap" which Solomita later learned was illegal and thus Solomita
9 decided not to pursue it.

10 **REQUEST FOR ADMISSION NO: 9:**

11 Admit that YOU offered Henry Lorin and Paul Cugno the option to purchase 4,000,000
12 shares in First American in Amangasett, New York in August 2014.

13 **RESPONSE TO REQUEST FOR ADMISSION NO: 9:**

14 Solomita objects to this request on the grounds that it is vague and ambiguous, compound,
15 and not complete in and of itself. Subject to and without waiving his objections, based on his
16 understanding of the request, Solomita further responds as follows: Deny. The meeting was to
17 explore potential funding of a business model. The hypothetical potential for a reverse merger
18 was generically discussed, but nothing was stated about First American, and Solomita was not
19 even aware of the existence, operations, or financial status of First American at the time. At the
20 meeting, Mr. Wolff/Lorin and Mr. Cugno suggested a strategy known as a "gypsy swap" which
21 Solomita later learned was illegal and thus Solomita decided not to pursue it.

22 **REQUEST FOR ADMISSION NO: 10:**

23 Admit that Henry Lorin introduced YOU to Donald Danks.

24 **RESPONSE TO REQUEST FOR ADMISSION NO: 10:**

25 Admit.

26 **REQUEST FOR ADMISSION NO: 11:**

27 Admit that Henry Lorin introduced YOU to Jonathan Destler,
28

1 **RESPONSE TO REQUEST FOR ADMISSION NO: 11:**

2 Admit.

3 **REQUEST FOR ADMISSION NO: 12:**

4 Admit that YOU met with Henry Lorin, Paul Cugno, Donald Danks, and Jonathan Destler
5 in New York City, New York in September 2014.

6 **RESPONSE TO REQUEST FOR ADMISSION NO: 12:**

7 Admit.

8 **REQUEST FOR ADMISSION NO: 13:**

9 Admit that YOU offered Henry Lorin, Paul Cugno, Donald Danks, and Jonathan Destler
10 the option to purchase 1,000,000 shares in First American at \$.008 per share each in New York
11 City, New York in September 2014.

12 **RESPONSE TO REQUEST FOR ADMISSION NO: 13:**

13 Solomita objects to this request on the grounds that it is vague and ambiguous, and not
14 complete in and of itself. Subject to and without waiving his objections, based on his
15 understanding of the request, Solomita further responds as follows: Deny. The meeting was
16 preliminary only, and was the first time Solomita had met with Mr. Danks and Mr. Destler. There
17 was no mention of First American. Solomita was not even aware of the existence, operations, or
18 financial status of First American at the time.

19 **REQUEST FOR ADMISSION NO: 14:**

20 Admit that Henry Lorin performed services for YOU from September 2014 through
21 January 2015.

22 **RESPONSE TO REQUEST FOR ADMISSION NO: 14:**

23 Solomita objects to this request on the grounds that it is vague and ambiguous, and not
24 complete in and of itself. Subject to and without waiving his objections, based on his
25 understanding of the request, Solomita further responds as follows: Deny. Henry Lorin
26 performed no services for Solomita during the stated time period. Henry Lorin did nothing in
27 terms of working with Solomita to fund the Loop start up during that time period.
28

06/02/2018

1 **REQUEST FOR ADMISSION NO: 15:**

2 Admit that Paul Cugno performed services for YOU from September 2014 through
3 January 2015.

4 **RESPONSE TO REQUEST FOR ADMISSION NO: 15:**

5 Solomita objects to this request on the grounds that it is vague and ambiguous, and not
6 complete in and of itself. Subject to and without waiving his objections, based on his
7 understanding of the request, Solomita further responds as follows: Deny. Paul Cugno performed
8 no services for Solomita during the stated time period. Paul Cugno did nothing in terms of
9 working with Solomita to fund the Loop start up during that time period. He made a few attempts
10 to organize funding meetings, with no success.

11 **REQUEST FOR ADMISSION NO: 16:**

12 Admit that Donald Danks performed services for YOU from September 2014 through
13 January 2015.

14 **RESPONSE TO REQUEST FOR ADMISSION NO: 16:**

15 Solomita objects to this request on the grounds that it is vague and ambiguous, compound,
16 and not complete in and of itself. Subject to and without waiving his objections, based on his
17 understanding of the request, Solomita further responds as follows: Solomita admits that Mr.
18 Danks performed some services for Loop Holdings, Inc. as of October 2014 under an advisory
19 agreement with Touchstone Advisors. Mr. Danks performed for Loop Holdings, Inc. during a
20 portion of the identified period.

21 **REQUEST FOR ADMISSION NO: 17:**

22 Admit that Jonathan Destler performed services for YOU from September 2014 through
23 January 2015.

24 **RESPONSE TO REQUEST FOR ADMISSION NO: 17:**

25 Solomita objects to this request on the grounds that it is vague and ambiguous, compound,
26 and not complete in and of itself. Subject to and without waiving his objections, based on his
27 understanding of the request, Solomita further responds as follows: Solomita admits that Mr.
28 Destler performed some services for Loop Holdings, Inc. as of October 2014 under an advisory

1 agreement with Touchstone Advisors. Mr. Destler performed for Loop Holdings, Inc. during a
2 portion of the identified period.

3 **REQUEST FOR ADMISSION NO: 18:**

4 Admit that YOU instructed Henry Lorin to complete a stock purchase agreement and
5 deliver a check for \$8,000.00 to receive 1,000,000 shares in First American.

6 **RESPONSE TO REQUEST FOR ADMISSION NO: 18:**

7 Solomita objects to this request on the grounds that it is vague and ambiguous, compound,
8 and not complete in and of itself. Subject to and without waiving his objections, based on his
9 understanding of the request, Solomita further responds as follows: Deny.

10 **REQUEST FOR ADMISSION NO: 19:**

11 Admit that YOU instructed Paul Cugno to complete a stock purchase agreement and
12 deliver a check for \$8,000.00 to receive 1,000,000 shares in First American.

13 **RESPONSE TO REQUEST FOR ADMISSION NO: 19:**

14 Solomita objects to this request on the grounds that it is vague and ambiguous, compound,
15 and not complete in and of itself. Subject to and without waiving his objections, based on his
16 understanding of the request, Solomita further responds as follows: Deny.

17 **REQUEST FOR ADMISSION NO: 20:**

18 Admit that YOU ultimately obtained the 2,000,000 shares in First American that had been
19 promised to Plaintiffs.

20 **RESPONSE TO REQUEST FOR ADMISSION NO: 20:**

21 Solomita objects to this request on the grounds that it is vague and ambiguous, compound,
22 and not complete in and of itself. Subject to and without waiving his objections, based on his
23 understanding of the request, Solomita further responds as follows: Deny.

1 Dated: October 11, 2017

WHITE & CASE LLP

2
3 By: 

Mark E. Gustafson

Attorneys for Defendants

Loop Industries, Inc.; Loop Holdings, Inc.; and

Daniel Solomita

VERIFICATION

I, Daniel Solomita, declare:

I am a party to this action. I have read **DEFENDANT DANIEL SOLOMITA'S RESPONSES TO FIRST SET OF REQUESTS FOR ADMISSION PROPOUNDED BY HENRY LORIN**. I am informed and believe and, on that basis allege, the matters stated in that document are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 11, 2017, at Terrebonne, Quebec, Canada.



Daniel Solomita

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 555 South Flower Street, Suite 2700, Los Angeles, CA 90071-2433. I am employed by a member of the Bar of this Court at whose direction the service was made.

On October 11, 2017, I served the foregoing document(s) described as **DEFENDANT DANIEL SOLOMITA'S RESPONSES TO FIRST SET OF REQUESTS FOR ADMISSION PROPOUNDED BY HENRY LORIN** on the person(s) below, as follows:

Michael R. Matthias, Esq. Attorneys for Plaintiffs
Jihee Ahn, Esq.
BAKER & HOSTETLER LLP
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025-0509
Email: mmatthias@bakerlaw.com
Email: jahn@bakerlaw.com
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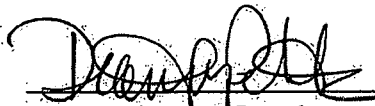
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Executed October 11, 2017, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Diane M. Petrek

8167/70/90

1 WHITE & CASE LLP
2 AALOK SHARMA (SBN: 205220)
3 MARK E. GUSTAFSON (SBN: 198902)
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8 Email: asharma@whitecase.com
9 Email: mustafson@whitecase.com

10 Attorneys for Defendants
11 Loop Industries, Inc.; Loop Holdings, Inc.; and
12 Daniel Solomita

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF LOS ANGELES

15 HENRY LORIN, an individual; and PAUL M.
16 CUGNO, an individual,

17 Plaintiffs,

18 v.

19 LOOP INDUSTRIES, INC., a Nevada
20 corporation; LOOP HOLDINGS, INC., a
21 Nevada corporation; and DANIEL
22 SOLOMITA, an individual,

23 Defendants.

Case No. BC648640
(Assigned to Hon. Gregory Alarcon;
Dept. 36)

**DEFENDANT DANIEL SOLOMITA'S
RESPONSES TO FIRST SET OF
SPECIAL INTERROGATORIES
PROPOUNDED BY HENRY LORIN**

Complaint Filed: January 27, 2017
First Amended Complaint Filed: February
7, 2017

24 PROPOUNDING PARTY: Defendant Daniel Solomita

25 RESPONDING PARTY: Plaintiff Henry Lorin

26 SET NUMBER: One

27 Pursuant to California Code of Civil Procedure section 2030.010 *et seq.*, defendant Daniel
28 Solomita ("Solomita") responds to the plaintiff Henry Lorin's First Set of Special Interrogatories
("Interrogatories") as follows and solely for the purpose of this action.

GENERAL OBJECTIONS

1. Solomita bases his responses on information presently available to him after a

- 1 -

DANIEL SOLOMITA'S RESPONSES TO SPECIAL INTERROGATORIES
PROPOUNDED BY HENRY LORIN (SET NO. 1)

Americas 93389950

1 reasonable search and diligent inquiry. Discovery and investigation continue. Solomita does not
2 intend any waiver of his right to assert any objections at a later date to the extent not asserted
3 herein. He reserves the right to supplement or otherwise modify his responses and interpose
4 objections not asserted herein.

5 2. Solomita objects to all definitions and instructions that purport to impose
6 obligations beyond those required or permitted by the Code of Civil Procedure.

7 3. Solomita objects to these interrogatories to the extent they seek information
8 protected by the attorney-client privilege, the joint defense or common interest privilege, and/or
9 the attorney work product doctrine, and will not provide such information.

10 4. Solomita objects to the definition of the terms "You" and "Your" on the grounds
11 they are overbroad, unduly burdensome and vague because they purport to include others
12 purporting to act on behalf of Solomita. For purposes of responding to these interrogatories,
13 Solomita interprets these terms to mean Solomita only.

14 These general objections shall apply to each response below.

15 **RESPONSES TO SPECIAL INTERROGATORIES**

16 **SPECIAL INTERROGATORY NO. 1:**

17 State the name, current address, and telephone number of the individual(s) answering
18 these Interrogatories and, if applicable, the individual's official position with Defendant Loop
19 Industries, Inc. (For purposes of these Interrogatories, the terms "YOU" and "YOUR" shall refer
20 to Defendant Daniel Solomita, and may refer, if logically applicable, to any and all of the present
21 or past attorneys, agents, employees, servants, employers or other PERSONS acting or purporting
22 to act on YOUR behalf and, any predecessors-in-interest: the terms "PERSON" and
23 "PERSONS" shall include a natural person, firm association, organization, partnership, business,
24 trust, limited liability company, corporation of public entity).

25 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

26 Solomita objects to this interrogatory on the grounds that it is vague, ambiguous,
27 compound, seeks information protected by the attorney-client privilege and/or attorney work
28 product doctrine, and seeks information that is subject to the right of privacy. Subject to, and

1 without waiving his objections, Solomita further responds as follows: Daniel Solomita, Daniel
2 Solomita is currently the Chairman, CEO, and President of Loop Industries, Inc.

3
4 **SPECIAL INTERROGATORY NO. 2:**

5 State the name, current address, company, telephone number, and the official position of
6 all individuals who are believed or known by YOU to have any knowledge concerning any of the
7 issues in this lawsuit, and specify the subject matter about which the witness has knowledge.

8 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

9 Solomita objects to this interrogatory on the grounds that it is vague, ambiguous,
10 compound, overly broad, unduly burdensome and seeks information protected by the attorney-
11 client privilege and/or attorney work product doctrine. Subject to, and without waiving his
12 objections, Solomita further responds as follows: Daniel Solomita, Donald Danks, Jonathan
13 Destler, Henry Lorin, and Paul Cugno are the primary individuals with knowledge concerning the
14 communications and dealings among Plaintiffs and Defendants.

15
16 **SPECIAL INTERROGATORY NO. 3:**

17 Identify the telephone number(s) from which YOU contacted Henry Lorin in 2014 and
18 2015.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

20 Solomita objects to this interrogatory on the grounds that it is vague, ambiguous, and
21 compound, and seeks information that is protected by the right of privacy. Subject to, and
22 without waiving his objections, Solomita further responds as follows: In 2014, Solomita had
23 "contact" with Henry Lorin utilizing the phone number 718-551-2467. Solomita has had no
24 "contact" with Henry Lorin, whether by phone or in person, since 2014.

25
26 **SPECIAL INTERROGATORY NO. 4:**

27 Identify the telephone number(s) from which YOU contacted Paul Cugno in 2014 and
28 2015.

1 RESPONSE TO SPECIAL INTERROGATORY NO. 4:

2 Solomita objects to this interrogatory on the grounds that it is vague, ambiguous, and
3 compound, and seeks information that is protected by the right of privacy. Subject to, and
4 without waiving his objections, Solomita further responds as follows: 514-944-7844.
5

6 Dated: October 11, 2017

WHITE & CASE LLP

8 By: 
9

Mark E. Gustafson

Attorneys for Defendants

Loop Industries, Inc.; Loop Holdings, Inc.; and
Daniel Solomita

VERIFICATION

I, Daniel Solomita, declare:

I am a party to this action. I have read **DEFENDANT DANIEL SOLOMITA'S RESPONSES TO FIRST SET OF SPECIAL INTERROGATORIES PROPOUNDED BY HENRY LORIN**. I am informed and believe and, on that basis allege, the matters stated in that document are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 11, 2017, at Terrebonne, Quebec, Canada.



Daniel Solomita

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 555 South Flower Street, Suite 2700, Los Angeles, CA 90071-2433. I am employed by a member of the Bar of this Court at whose direction the service was made.

On October 11, 2017, I served the foregoing document(s) described as **DEFENDANT DANIEL SOLOMITA'S RESPONSES TO FIRST SET OF SPECIAL INTERROGATORIES PROPOUNDED BY HENRY LORIN** on the person(s) below, as follows:

Michael R. Matthias, Esq. Attorneys for Plaintiffs
Jihee Ahn, Esq.
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11601 Wilshire Boulevard, Suite 1400
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Executed October 11, 2017, at Los Angeles, California:

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Diane M. Petrek

06/02/2018

1 **WHITE & CASE LLP**
2 AALOK SHARMA (SBN 205220)
3 Email: asharma@whitecase.com
4 MARK E. GUSTAFSON (SBN 198902)
5 Email: mustafson@whitecase.com
6 ZAUR D. GAJIEV (SBN 307749)
7 Email: zaur.gajiev@whitecase.com
8 555 S. Flower Street, Suite 2700
9 Los Angeles, CA 90071-2433
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11 Facsimile: (213) 452-2329

12 *Attorneys for Defendants*
13 Loop Industries, Inc.; Loop Holdings, Inc.; and
14 Daniel Solomita

15
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF LOS ANGELES
18

19 HENRY LORIN, an individual; and PAUL M.
20 CUGNO, an individual,

21 Plaintiffs,

22 v.

23 LOOP INDUSTRIES, INC., a Nevada
24 corporation; LOOP HOLDINGS, INC., a
25 Nevada corporation; and DANIEL
26 SOLOMITA, an individual,

27 Defendants.
28

Case No. BC648640

[Honorable Gregory W. Alarcon, Dept. 36]

**DEFENDANT DANIEL SOLOMITA'S
AMENDED RESPONSES TO FIRST
SET OF SPECIAL
INTERROGATORIES PROPOUNDED
BY HENRY LORIN**

Complaint Filed: January 27, 2017
FAC Filed: February 7, 2017
Trial Date: September 12, 2018

PROPOUNDING PARTY: Plaintiff Henry Lorin

RESPONDING PARTY: Defendant Daniel Solomita

SET NUMBER: One

TO PLAINTIFF HENRY LORIN AND HIS ATTORNEY OF RECORD:

Pursuant to California Code of Civil Procedure section 2030.310(a), defendant Daniel Solomita ("Solomita") amends his responses to plaintiff Henry Lorin's First Set of Special Interrogatories ("Interrogatories") as follows and solely for the purpose of this action.

- 1 -

DANIEL SOLOMITA'S AMENDED RESPONSES TO SPECIAL INTERROGATORIES
PROPOUNDED BY HENRY LORIN (SET NO. 1)

AMERICAS 94372153

1 **SPECIAL INTERROGATORY NO. 3:**

2 Identify the telephone number(s) from which YOU contacted Henry Lorin in 2014 and
3 2015.

4 **AMENDED RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

5 Solomita objects to this interrogatory on the grounds that it is vague, ambiguous, and
6 compound, and seeks information that is protected by the right of privacy. Subject to, and
7 without waiving his objections, Solomita further responds as follows: 514-244-3575. The
8 telephone number used by Henry Lorin was 718-551-2467.

9 **SPECIAL INTERROGATORY NO. 4:**

10 Identify the telephone number(s) from which YOU contacted Paul Cugno in 2014 and
11 2015.

12 **AMENDED RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

13 Solomita objects to this interrogatory on the grounds that it is vague, ambiguous, and
14 compound, and seeks information that is protected by the right of privacy. Subject to, and
15 without waiving his objections, Solomita further responds as follows: 514-244-3575. The
16 telephone number used by Paul Cugno was 514-944-7844.

17
18 Dated: April 18, 2018

WHITE & CASE LLP

19
20 By: 

Zaur D. Gajiev

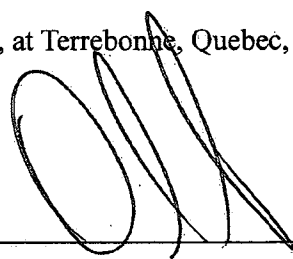
21
22 *Attorneys for Defendants*
23 Loop Industries, Inc.; Loop Holdings, Inc.;
24 and Daniel Solomita
25
26
27
28

VERIFICATION

I, Daniel Solomita, declare:

I am a party to this action. I have read **DEFENDANT DANIEL SOLOMITA'S AMENDED RESPONSES TO FIRST SET OF SPECIAL INTERROGATORIES PROPOUNDED BY HENRY LORIN**. I am informed and believe and, on that basis allege, the matters stated in that document are true and correct.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 18, 2018, at Terrebonne, Quebec, Canada.



Daniel Solomita

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 555 South Flower Street, Suite 2700, Los Angeles, CA 90071-2433. I am employed by a member of the Bar of this Court at whose direction the service was made.

On April 18, 2018, I served the foregoing document(s) described as: **DEFENDANT DANIEL SOLOMITA'S AMENDED RESPONSES TO FIRST SET OF SPECIAL INTERROGATORIES PROPOUNDED BY HENRY LORIN** on the person(s) below, as follows:

Michael R. Matthias, Esq. Attorneys for Plaintiffs

Jihee Ahn, Esq.

BAKER & HOSTETLER LLP

11601 Wilshire Boulevard, Suite 1400

Los Angeles, CA 90025-0509

Email: mmatthias@bakerlaw.com

Email: jahn@bakerlaw.com

Telephone: 310.820.8800

Facsimile: 310.820.8859



(BY MAIL) I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the address(es) listed above and placed the envelope for collection and mailing at White & Case LLP, Los Angeles, California, following our ordinary business practices. I am readily familiar with White & Case LLP's practice for collection and processing of correspondence for mailing with the United States Postal Service. Under that practice, the correspondence would be deposited in the United States Postal Service on that same day in the ordinary course of business.



(BY OVERNIGHT DELIVERY) I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier, or delivered it to an authorized courier or driver authorized by the carrier to receive documents, with delivery fees paid.



(BY E-MAIL OR ELECTRONIC TRANSMISSION)) I transmitted the document(s) electronically to the person(s) at the e-mail address(es) listed above. The transmission was reported as complete and without error.

Executed April 18, 2018, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Diane M. Petrek

8102/20/90

1 **WHITE & CASE LLP**
2 AALOK SHARMA (SBN 205220)
3 Email: asharma@whitecase.com
4 MARK E. GUSTAFSON (SBN 198902)
5 Email: mustafson@whitecase.com
6 ZAIR D. GAJIEV (SBN 307749)
7 Email: zaur.gajiev@whitecase.com
8 555 S. Flower Street, Suite 2700
9 Los Angeles, CA 90071-2433
10 Telephone: (213) 620-7700
11 Facsimile: (213) 452-2329

12 *Attorneys for Defendants*
13 Loop Industries, Inc.; Loop Holdings, Inc.; and
14 Daniel Solomita

15
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17
18 FOR THE COUNTY OF LOS ANGELES
19

20 HENRY LORIN, an individual; and PAUL M.
21 CUGNO, an individual,

22 Plaintiffs,

23 v.

24 LOOP INDUSTRIES, INC., a Nevada
25 corporation; LOOP HOLDINGS, INC., a
26 Nevada corporation; and DANIEL
27 SOLOMITA, an individual,

28 Defendants.

Case No. BC648640

[Honorable Gregory W. Alarcon, Dept. 36]

**DEFENDANT DANIEL SOLOMITA'S
RESPONSES TO SECOND SET OF
SPECIAL INTERROGATORIES
PROPOUNDED BY HENRY LORIN**

Complaint Filed: January 27, 2017
FAC Filed: February 7, 2017
Trial Date: September 12, 2018

PROPOUNDING PARTY: Plaintiff Henry Lorin

RESPONDING PARTY: Defendant Daniel Solomita

SET NUMBER: Two

TO PLAINTIFF HENRY LORIN AND HIS ATTORNEY OF RECORD:

Pursuant to California Code of Civil Procedure section 2030.010 *et seq.*, defendant Daniel Solomita ("Solomita") responds to plaintiff Henry Lorin's Second Set of Special Interrogatories ("Interrogatories") as follows and solely for the purpose of this action.

///

1 GENERAL OBJECTIONS

2 1. Solomita bases his responses on information presently available to him after a
3 reasonable search and diligent inquiry. Discovery and investigation continue. Solomita does not
4 intend any waiver of his right to assert any objections at a later date to the extent not asserted
5 herein. He reserves the right to supplement or otherwise modify his responses and interpose
6 objections not asserted herein.

7 2. Solomita objects to all definitions and instructions that purport to impose
8 obligations beyond those required or permitted by the Code of Civil Procedure.

9 3. Solomita objects to these interrogatories to the extent they seek information
10 protected by the attorney-client privilege, the joint defense or common interest privilege, and/or
11 the attorney work product doctrine, and will not provide such information.

12 4. Solomita objects to the definition of the terms "You" and "Your" on the grounds
13 they are overbroad, unduly burdensome, and vague because they purport to include others
14 purporting to act on behalf of Solomita. For purposes of responding to these interrogatories,
15 Solomita interprets these terms to mean Solomita only.

16 5. These general objections shall apply to each response below.

17 RESPONSES TO SPECIAL INTERROGATORIES

18 SPECIAL INTERROGATORY NO. 5:

19 Identify the telephone number(s) from which YOU contacted Henry Lorin in 2014 and
20 2015.

21 RESPONSE TO SPECIAL INTERROGATORY NO. 5:

22 Solomita objects to this interrogatory on the grounds that it is vague, ambiguous, and
23 compound, and seeks information that is protected by the right of privacy. Subject to, and
24 without waiving his objections, Solomita further responds as follows: 514-244-3575. The
25 telephone number used by Henry Lorin was 718-551-2467.

26 SPECIAL INTERROGATORY NO. 6:

27 Identify the telephone number(s) from which YOU contacted Paul Cugno in 2014 and
28 2015.

1 RESPONSE TO SPECIAL INTERROGATORY NO. 6:

2 Solomita objects to this interrogatory on the grounds that it is vague, ambiguous, and
3 compound, and seeks information that is protected by the right of privacy. Subject to, and
4 without waiving his objections, Solomita further responds as follows: 514-244-3575. The
5 telephone number used by Paul Cugno was 514-944-7844.
6

7 Dated: April 18, 2018

WHITE & CASE LLP

8
9 By: 

Zaur D. Gajiev

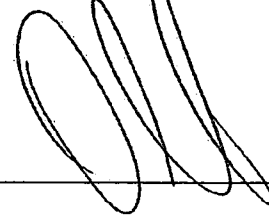
10
11 *Attorneys for Defendants*
12 Loop Industries, Inc.; Loop Holdings, Inc.;
13 and Daniel Solomita
14
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VERIFICATION

I, Daniel Solomita, declare:

I am a party to this action. I have read **DEFENDANT DANIEL SOLOMITA'S**
RESPONSES TO SECOND SET OF SPECIAL INTERROGATORIES PROPOUNDED BY
HENRY LORIN. I am informed and believe and, on that basis allege, the matters stated in that
document are true and correct.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed on April 18, 2018, at Terrebonne, Quebec, Canada.



Daniel Solomita

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 555 South Flower Street, Suite 2700, Los Angeles, CA 90071-2433. I am employed by a member of the Bar of this Court at whose direction the service was made.

On April 18, 2018, I served the foregoing document(s) described as: **DEFENDANT DANIEL SOLOMITA'S RESPONSES TO SECOND SET OF SPECIAL INTERROGATORIES PROPOUNDED BY HENRY LORIN** on the person(s) below, as follows:

Michael R. Matthias, Esq. Attorneys for Plaintiffs

Jihee Ahn, Esq.

BAKER & HOSTETLER LLP

11601 Wilshire Boulevard, Suite 1400

Los Angeles, CA 90025-0509

Email: mmatthias@bakerlaw.com

Email: jahn@bakerlaw.com

Telephone: 310.820.8800

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(BY E-MAIL OR ELECTRONIC TRANSMISSION) I transmitted the document(s) electronically to the person(s) at the e-mail address(es) listed above. The transmission was reported as complete and without error.

Executed April 18, 2018, at Los Angeles, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Diane M. Petrek

06/02/2018

ACTIVE CRIMINAL DOCKETS NY-S (NEW YORK CITY) 06/15/92 **GRID M14 ***** **PAGE 1**

CR-89-00228-02 US-V-LAFF as of 09/16/91 at 12:19 AM CR-89-00228-02

Judge: JUDGE UNASSIGNED Case Filed: 04/14/89

Defendant:

B2 LOREN, HENRY

Dft ID: -28091
Defendant terminated: 02/28/90

Terminated counts:
CONSP. TO VIOLATE SECURITIES
AND MAIL FRAUD STATUTES
18:371 (1) OBSTRUCTION OF
A PROCEEDING BEFORE U.S.
AGENCY, 18:1505 (2)

Disposition (Counts 1, 2) FILED JUDGMENT
INCLUDING SENTENCE UNDER
THE SENTENCING REFORM ACT...
DEPT. AND ATTORNEY JEROME
MOONEY PRESENT THE DEPT.
IS SENTENCED AS PROVIDED IN
PAGES 2 THROUGH 2 OF THIS
JUDGMENT THE SENTENCE IS
IMPOSED PURS. TO THE
SENTENCING REFORM ACT OF
1984. THE DEPT. IS
ORDERED TO PAY THE UNITED
STATES A SPECIAL
ASSESSMENT OF \$100.00 WHICH
SHALL BE DUE IMMEDIATELY.
THE DEPT. IS HEREBY
COMMITTED TO THE CUSTODY OF
THE UNITED STATES BUREAU OF
PRISONS TO BE IMPRISONED
FOR A TERM OF THREE (3)
YEARS ON EACH OF COUNTS 1
AND 2 TO BE SERVED
CONCURRENTLY WITH EACH
OTHER. THE DEPT. SHALL
SURRENDER TO THE UNITED
STATES MARSHAL FOR THIS
DISTRICT AT 10:00 A.M. ON
4-11-90. IT IS FURTHER
ORDERED THAT THE DEPT. SHALL
NOTIFY THE UNITED STATES
ATTORNEY FOR THIS DISTRICT
WITHIN 30 DAYS OF ANY
CHANGE OF RESIDENCE OR
MAILING ADDRESS UNTIL ALL

810770/90

No. 0077 P. 13

Feb. 1. 2018 3:03PM

9-12-18 00-3

ACTIVE CRIMINAL DOCKETS NY-5(NEW YORK CITY) 06/13/92 *** GRID N14 ***
CR-89-00228-02 US-V-LAFF CR-89-00228-02 PAGE 2
as of 09/14/91 at 12:19 AM

FINES, RESTITUTION, COSTS
AND SPECIAL ASSESSMENTS
IMPOSED BY THIS JUDGMENT
ARE FULLY PAID. DEFTS SOC.
SEC. NUMBER: 080-36-8577
DEFTS MAILING ADDRESS: 137
E. 36TH ST. #15-F N.Y. N.Y.
10016... GRIETA J. Q16 2-
28-90.. (02/28/90)

Offense Level (disposition): FEL

Total Jail: 36 Mo

U S Attorneys:
LIEB, PETER M

8107770790

ACTIVE CRIMINAL DOCKETS NY-S(NEW YORK CITY) 04/13/92 *** 6810 014 *** PAGE 3

CR-89-00228-02 CR-89-00228-02

US-V-LAFF PROCEEDINGS

04/16/89 4 filed waiver of indictment (Dkt'd 04/16/89).
5 filed information (Dkt'd 04/16/89).
US Attorney LIEB PETER M. added to case (Dkt'd 04/16/89).
Defendant's first appearance (Dkt'd 04/16/89).
ROONEY PRESENT. Dkt'd BY PETER LIEB. AUSA DEPT. WAIVES THE
FILING OF AN INDICTMENT AND PLEADS GUILTY TO THE
INFORMATION AS CHARGED. PRE-SENTENCE REPORT ORDERED.
SENTENCE DATE SET FOR 04/16/89. DEPT. RELEASED IN HIS OWN
RECOGNIZANCE... GRIESA, J. (JUDGE GRIESA) (Dkt'd 04/16/89).

Assignments held (Counts 1,2) (JUDGE GRIESA) (Dkt'd
04/16/89).
Defendant offers plea of guilty (Counts 1-2) (JUDGE GRIESA)
(Dkt'd 04/16/89).
Order cause referred to the probation department for a pre-
sentence investigation (Counts 1-2) (JUDGE GRIESA) (Dkt'd
04/16/89).

04/18/89 6 Order filed (MOTION FOR ADMISSION PRO HAC VICE IS GRANTED--
ATTORNEY PAUL J. CAMBRIA JR. IS ADMITTED.) (Dkt'd
04/21/89).

06/23/89 10 filed transcript of proceedings for 04/16/89 (Dkt'd
06/23/89).

02/28/90 29 Sentencing of defendant (Counts 1,2) (FILED JUDGMENT
INCLUDING SENTENCE UNDER THE SENTENCING REFORM ACT. DEFT.
AND ATTORNEY JEROME MOOREY PRESENT. THE DEFT. IS SENTENCED
AS PROVIDED IN PAGES 2 THROUGH 2 OF THIS JUDGMENT. THE
SENTENCE IS IMPOSED PURS. TO THE SENTENCING REFORM ACT OF
1984. THE DEFT. IS ORDERED TO PAY THE UNITED STATES A
SPECIAL ASSESSMENT OF \$100.00 WHICH SHALL BE DUE
IMMEDIATELY. THE DEFT. IS HEREBY COMMITTED TO THE CUSTODY
OF THE UNITED STATES BUREAU OF PRISON TO BE IMPRISONED FOR
A TERM OF THREE (3) YEARS ON EACH OF COUNTS 1 AND 2 TO BE
SERVED CONCURRENTLY WITH EACH OTHER. THE DEFT. SHALL
SURRENDER TO THE UNITED STATES MARSHALS FOR THIS DISTRICT,
AT 10:00 A.M. ON 4-11-90 IT IS FURTHER ORDERED THAT THE
DEFT. SHALL NOTIFY THE UNITED STATES ATTORNEY FOR THIS
DISTRICT WITHIN 10 DAYS OF ANY CHANGE OF RESIDENCE OR
MAILING ADDRESS UNTIL ALL FINES, RESTITUTION, COSTS AND
SPECIAL ASSESSMENTS IMPOSED BY THIS JUDGMENT ARE FULLY PAID.
DEFT'S SOC. SEC. NUMBER: 040-36-8577. DEFT'S MAILING
ADDRESS: 137 E. 30TH ST. APT 7-N.Y.C. 10014. GRIESA,
J. DTD 2-28-90.) (JUDGE GRIESA) (Dkt'd 02/28/90).
Issued judgment and commitment to U.S. Marshal (Counts 1-2)
(JUDGE GRIESA) (Dkt'd 03/01/90).

03/02/90 - JUDGMENT...090,0421...DOCKETED ON 3-2-90.. 40Kt'd

9107/70/90

No. 0077 P. 15

Feb. 1. 2018 3:03PM

ACTIVE CRIMINAL DOCKETS NY-3(NEW YORK CITY) 04/13/92 *** GRID K15 ***
CR-89-00228-02 US-V-LAFF PROCEEDINGS PAGE 4

03/08/90).
04/10/90 31 Filed transcript of proceedings for 02/28/90 (Dkt'd
04/10/90). *sentencing*
04/12/90 33 Order filed (FILED ORDER... THAT DEPT HENRY LOBIN SHALL
SURRENDER TO THE BUREAU OF PRISONS ON 4-18-90... GRIESA, J.)
(JUDGE GRIESA) (Dkt'd 04/13/90).
09/11/91 42 Order filed (FILED MEMO-ENDORSED... ON NOTICE OF MOTION
FOR AN ORDER PURS. TO RULE 35... MOTION DENIED... GRIESA, J.)
(JUDGE GRIESA) (Dkt'd 09/12/91).

.....
End of docket

06/02/2018

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

v.

HENRY LORIN,

Defendant.

APRIL 14, 1989.
2 p.m.

Before:

HON. THOMAS P. GRIESA

District Judge

APPEARANCES

BENITO ROMANO,

United States Attorney for the
Southern District of New York,

PETER LIEB

Assistant United States Attorney

JEROME H. MOONEY

Attorney for defendant

-----x

v.

Defendant.

-----X

District Judge

Attorney for defendant

0610722010

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MR. LIEB: Government is ready.

MR. MOONEY: Defendant is ready.

THE COURT: What's the application.

MR. LIEB: Your Honor, there will be a guilty plea to a two count information, but before beginning that there's a preliminary matter, Mr. Mooney is not admitted to practice in this district, and he has with him a motion to be admitted in this case.

THE COURT: All right, motion granted.

THE COURT: Mr. Mooney, what's the application?

MR. MOONEY: Your Honor, Mr. Lorin intends to plead guilty to count one and two of the information as charged.

THE COURT: All right.

And you've gone over the matter with him?

MR. MOONEY: I have, your Honor.

THE COURT: All right, Mr. Lorin, would you stand up and let me ask you some questions.

For the record, how old are you?

THE DEFENDANT: 47 years.

THE COURT: Are you under the influence of any narcotics or alcohol as you stand here?

THE DEFENDANT: No, sir, your Honor.

THE COURT: You fully understand what you're

SOUTHERN DISTRICT REPORTERS 212-791-1020

rj

1 doing?

2 THE DEFENDANT: Yes.

3 THE COURT: And you're represented here by your
4 attorney Jerome H. Mooney?

5 THE DEFENDANT: Yes, your Honor.

6 THE COURT: You're satisfied with his
7 representation and his advice, are you?

8 THE DEFENDANT: Yes.

9 THE COURT: I'm not very well acquainted with
10 this matter, Mr. Lieb, may be you can summarize better than
11 I could, and Mr. Lorin will listen closely, and I will do
12 the same.

13 MR. LIEB: This is a two count information, count
14 one charges --

15 THE COURT: Has the indictment been waived
16 already?

17 MR. LIEB: That was actually the first thing I
18 think we should cover.

19 THE COURT: I'll tell you what, it is nobody's
20 fault but ours -- when did you arrive here, I have a jury
21 waiting?

22 MR. LIEB: We've been here since 5 to 2.

23 THE COURT: Since 5 to 2.

24 MR. LIEB: That's correct, and it was scheduled
25 for 2:00.

SOUTHERN DISTRICT REPORTERS 212-791-1020

06/07/2018

1 THE COURT: It is our fault then. All right.

2 MR. LIEB: Your Honor, I believe we have the
3 waiver of indictment forms.

4 MR. MOONEY: It has been executed, your Honor.

5 THE COURT: All right.

6 Mr. Lorin, you know that you would have a right
7 to have the case commenced by an indictment returned by a
8 Grand Jury, do you not.

9 You would have a right to insist on that
10 procedure, if you so desired. Do you know that?

11 THE COURT: I'm aware of it.

12 THE COURT: And without going into all the rules
13 and so forth.

14 Basically, what that would involve is a Grand
15 Jury would have to find by evidence presented to it that
16 there was probable cause that you had committed these
17 crimes. Do you understand that?

18 THE DEFENDANT: I'm aware of that.

19 THE COURT: And you're willing to waive that
20 indictment and give up that the right of indictment and have
21 this case commence by a pleading simply signed by the
22 Department of Justice, called an information.

23 Is that right?

24 THE DEFENDANT: Yes, your Honor.

25 THE COURT: Now, let's summarize the counts in

SOUTHERN DISTRICT REPORTERS 212-791-1020

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1 the information.

2 MR. LIEB: Count one charges Mr. Lorin with
3 conspiring to manipulate the prices of three stocks. The
4 three stocks involved, Flor de New Mexico, T.S. Industries
5 and Big O Tires, charges commence from in or about January
6 of '86 through in or about May of 1988. Count 2 charges Mr.
7 Lorin obstructing an SEC investigation concerning a company
8 called Tires, Incorporated, which is related to Big O Tires,
9 and Mr. Lorin gave testimony before the SEC.

10 There are two questions and answers quoted in the
11 information, and the misleading information is underlined.

12 Essentially it concerns the testimony concerning
13 whether or not Mr. Lorin placed orders for the purchase or
14 sales of tire stock in a certain account in the names Harris
15 and Canabis, and he answered that he didn't, and the charge
16 is that that was misleading.

17 THE COURT: Do you understand those to be the
18 charges?

19 THE DEFENDANT: Yes, your Honor.

20 THE COURT: And I'm going to ask you some
21 questions to make sure you understand the sentencing
22 situation.

23 Do you understand that on count one the maximum
24 penalty that could be imposed would be five years in prison
25 and \$250,000 fine. Do you understand that?

SOUTHERN DISTRICT REPORTERS 212-791-1020

1 THE DEFENDANT: Yes, your Honor.

2 THE COURT: Do you understand on count 2 the
3 maximum penalty that could be imposed would be five years in
4 prison and \$250,000 fine, so that the maximum penalty that
5 could be imposed for both of these counts is ten years in
6 prison and a 500 thousand dollar fine.

7 Do you understand that?

8 THE DEFENDANT: Yes, your Honor, I do

9 THE COURT: Do you understand that the exact
10 sentence to be imposed within those maximum limits is up to
11 me to decide, and I make no commitment, no decision on that
12 now, will only decide on that when I have a full report
13 about you, hear what you and your attorney have to say, what
14 the government attorney has to say, and only when I have all
15 that material, will I decide on the exact sentence.

16 Do you understand that?

17 THE WITNESS: Yes, your Honor.

18 THE COURT: In addition to whatever prison term
19 or fine, there is a manditory assessment of \$100 for the two
20 counts. Do you understand that?

21 THE DEFENDANT: Yes, sir.

22 THE COURT: I'm going to ask you some questions
23 to make sure you understand the rights you're giving up by
24 pleading guilty.

25 Do you understand you do not have to plead

SOUTHERN DISTRICT REPORTERS 212-791-1020

06/02/2018

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1 guilty, and you have a right to go to trial before a jury,
2 do you understand that?

3 THE DEFENDANT: Yes, your Honor.

4 THE COURT: And you have a right to counsel at
5 all times in that trial, have counsel paid for by the
6 government if you can not afford an attorney, and you would
7 have to write to counsel on any appeal.

8 Do you understand that?

9 THE DEFENDANT: Yes, I do, your Honor.

10 THE COURT: And that trial would be a proper
11 trial before a jury, and the government would have to prove
12 your guilt beyond a reasonable doubt in order to obtain a
13 conviction. Do you understand that?

14 THE DEFENDANT: Yes.

15 THE COURT: And at that trial, the government
16 would have to confront you with all evidence against you and
17 you would have a right -- your attorney would have a right
18 to cross-examine the government witnesses and bring in any
19 witnesses who could help you.

20 Do you understand that?

21 THE DEFENDANT: Yes, I do.

22 THE COURT: And you, yourself, at that trial
23 could remain silent, you wouldn't have to confess anything
24 or even testify in any way because the sole burden of proof
25 would be on the government. You understand that?

SOUTHERN DISTRICT REPORTERS 212-791-1020

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1 THE DEFENDANT: Yes, your Honor.

2 THE COURT: If you plead guilty, you'll be
3 convicted on your own plea and admission and there will be
4 no trial. Do you understand that?

5 THE DEFENDANT: Yes, your Honor.

6 THE COURT: And you'll need to tell me, in your
7 own words, what you did to commit these offenses and make
8 all statements and all answers to questions truthfully, or
9 else you'd be guilty of a new crime of perjury or false
10 statement. Do you understand that?

11 THE DEFENDANT: Yes.

12 THE COURT: Have any agreements been entered into
13 leading up to the plea.

14 MR. LIEB: Yes, I ask the following document be
15 marked as a court exhibit, it is a plea agreement dated
16 yesterday.

17 THE COURT: Is this the agreement, Mr. Mooney?

18 MR. MOONEY: It is, your Honor.

19 THE COURT: And Mr. Lorin?

20 THE DEFENDANT: Yes, your Honor.

21 THE COURT: Now, this is a pretty extensive count
22 Count 1, can you in your own words just describe
23 briefly what you did to commit the crime charged in count
24 one?

25 THE DEFENDANT: Yes, in late of 1986 --

SOUTHERN DISTRICT REPORTERS 212-791-1020

2107/10/90

1 THE COURT: You have a statement?

2 THE DEFENDANT: I have prepared a statement
3 myself may I read it.

4 THE COURT: Oh, certainly?

5 THE DEFENDANT: Late 1986, Eugene Ladd called me
6 and asked me to buy shares of Flor de New Mexico. I knew
7 these shares were in an artificial high price. I bought
8 those shares to help him out. This helped to maintain the
9 price of the stock at that time.

10 In March of '87 after an adverse article appeared
11 in Barons magazine at the request of Eugene Ladd, I called
12 Dr. Sanman and asked him to buy shares of Flor de New
13 Mexico.

14 Later I asked him to buy shares in Pierce
15 Industries and Big O Tires, Inc.

16 The purchases were necessary to protect the price
17 of the shares at that time.

18 Dr. Sanman told me he did not have the money to
19 pay for those purchases. I told him that I would wire him
20 the money by settlement date.

21 In the summer of 1987, I assisted ,securities in
22 a short squeeze, by arranging to have approximately 360,000
23 shares of stock sold and delivered overseas, withdraw them
24 from the market.

25 In count 2, obstruction, when I testified before
SOUTHERN DISTRICT REPORTERS 212-791-1020

06/02/2018

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1 the SEC, I stated I did not direct trades in the accounts of
2 Kincus and Stephenson. I knew I had made trades in these
3 accounts, but wanted the SEC to believe that I didn't do it.

4 THE COURT: I think that's sufficient, is it not?

5 MR. LIEB: I agree, your Honor.

6 THE COURT: All right, I'll accept the plea to
7 counts one and two as being voluntarily.

8 Has any force been used or any threats made
9 against you to the get you to plead guilty?

10 THE DEFENDANT: No, your Honor.

11 THE COURT: I accept the plea, and sentence date
12 is set four --

13 MR. LIEB: Mr. Lorin will be testifying at the
14 Laff trial, so it would be appropriate to sentence him after
15 that trial is completed.

16 THE COURT: We'll set the sentence at a later
17 time.

18 Thank you, very much.

19 MR. LIEB: One further matter, the bail matter,
20 we would request Mr. Lorin be released on his own
21 recognizance.

22 THE COURT: So ordered.

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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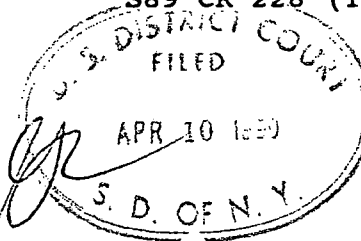
UNITED STATES OF AMERICA

v.

HENRY LORIN,

Defendant.
-----x

S89-CR-228 (TPG)



February 28, 1990
9:50 a.m.

Before:

HON. THOMAS P. GRIESA,

District Judge

APPEARANCES

OTTO G. OBERMAIER,
United States Attorney for the
Southern District of New York,
PETER LIEB,
Assistant United States Attorney
JEROME H. MOONEY,
Attorney for defendant

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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
-----x

3 UNITED STATES OF AMERICA

4 v.

S89 CR 228 (TPG)

5 HENRY LORIN,

6 Defendant.

7 -----x

8 February 28, 1990
9 9:50 a.m.

10 Before:

11 HON. THOMAS P. GRIESA,

12 District Judge

13 APPEARANCES

14 OTTO G. OBERMAIER,
15 United States Attorney for the
16 Southern District of New York,
17 PETER LIEB,
18 Assistant United States Attorney

19 JEROME H. MOONEY,
20 Attorney for defendant
21
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23
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25

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1 (In open court)

2 THE COURT: Does the government have any further
3 statement?

4 MR. LIEB: Just briefly, your Honor. We
5 submitted a letter concerning Mr. Lorin and I am not going
6 to repeat it. I just wanted to make sure the court was
7 aware that we do view one important consideration to be Mr.
8 Lorin's cooperation, that he did give substantial
9 cooperation, and the court largely saw the fruits of it by
10 his testimony and I wanted to insure that that was a factor
11 that the court considered.

12 THE COURT: Mr. Mooney, have you and your client
13 gone over the presentence report?

14 MR. MOONEY: We have, your Honor.

15 THE COURT: I think your objections are noted in
16 the current version of the report.

17 Do you have any further objections to make?

18 MR. MOONEY: No, your Honor. We submitted those
19 minor corrections to the report. I don't think the
20 government opposes those constructions.

21 MR. LIEB: We don't, your Honor.

22 THE COURT: Go ahead, Mr. Mooney.

23 MR. MOONEY: Thank you, your Honor.

24 As the court knows, this matter is under the 1984
25 Sentencing Reform Act, which means that the sentencing

1 guidelines do apply, at least initially with respect to the
2 consideration of the court.

3 We agree with the calculation that has been made
4 that utilizing those guidelines that Mr. Lorin would compute
5 out at a level 23, category 1, which places him at an
6 initial range of 46 to 57 months.

7 With the legal accounting process finished, if
8 you will, I suppose that's one of the problems that we face
9 with that, I want to go on to address some other factors.

10 In this particular case the court has additional
11 discretion, because as a result of Mr. Lorin's cooperation
12 the government has made a motion for departure downward
13 under 5K 1.1 of the sentencing guidelines. Thus, we start
14 at approximately a four year beginning point and then have
15 to look at what Mr. Lorin did in terms of that assistance
16 and cooperation to move from there.

17 I wanted to talk a little bit about Mr. Lorin and
18 the Mr. Lorin perhaps to some degree the court didn't see,
19 the one that existed before all of this occurred.

20 This is an individual, as the court heard during
21 his testimony, that came to this country with essentially no
22 education, no money. He was born in Austria, and after
23 getting to this country he acquired skills, began to develop
24 a trade, and eventually found that he had a knack for
25 business.

1 He became involved in venture capital activities
2 early on and, at least on the period immediately preceding
3 the problems that have now led to this wretched mess, was of
4 great assistance in the creation and advancement of a number
5 of companies.

6 This includes not only the companies that were
7 the subjects of this particular scheme, this particular
8 activity, but a number of other companies.

9 I think it is important to know that what Mr.
10 Lorin did with respect to these companies was not just look
11 at companies that have through their own efforts and
12 activities started to grow and look like they were advancing
13 and just speculate in the stocks of those companies and
14 thereby make money.

15 What he did was he went out and he found
16 fledgling companies, companies that had ideas, companies
17 that had some dynamic people, companies that he believed had
18 potential but didn't at that point in time have the
19 wherewithal to grow and become any kind of a strength in the
20 market place.

21 He then initially invested his own money directly
22 into those companies. Into Big O Tires he put over \$2
23 million of his own money. Into Fountain Powerboat he put a
24 million half dollars of his own money. Into Flores de
25 Mexico he put over \$2 million of his own money. Into TS

1 Industries he put well over a million dollars.

2 All in all, in various companies that have grown
3 and prospered through efforts of Mr. Lorin, he invested over
4 \$10 million of his own money to attempt to get these
5 companies started and growing.

6 He further then assisted the companies in
7 organizing themselves and in obtaining public offerings in
8 order to get additional funds that they needed for growth.
9 And as the court has noted, the companies themselves were
10 not involved in any way in any of the activities that later
11 resulted with regard to the improper and illegal supporting
12 of the prices of those companies.

13 These companies are strong companies for the most
14 part today. Some of them are major employers in the small
15 towns in the areas where they exist. All of this is
16 certainly of substantial benefit to the communities, to the
17 economic community as a whole.

18 That's not meant to whitewash and do away with
19 the problems that happened and the things that occurred
20 later.

21 Mr. Lorin testified at some length, and the court
22 knows from what he had to say what he did. He has openly
23 admitted what it was that he did and what he did wrong, and
24 he has admitted that wrongdoing.

25 I would remind the court that initially Mr. Lorin

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1 got involved in supporting the prices of the stock not
2 because he was out to defraud or exploit the marketplace or
3 hurt other people but because in developing and building
4 these companies he had become, with respect to those various
5 companies, somewhat protective.

6 He began to feel, to some degree, like a father,
7 if you will, and initially perceived there to be attacks on
8 the companies, and that started the manipulation and the
9 supporting of the stock. From there a host of other reasons
10 began to come into play, and once they had started down that
11 path it went from bad to worse, and developed into the
12 ultimate final collapse that occurred.

13 It's also significant that throughout the course
14 of what was happening here Mr. Lorin put all of his fortune
15 that he had accumulated additionally into what was happening
16 to try to support these. He lost everything in the course
17 of this matter.

18 He was worth a substantial amount of money before
19 he started down this road and leaves it at the end minus his
20 fortune, minus his reputation, and to some degree minus his
21 self-respect which he is now just in the course of
22 rebuilding and getting back in place.

23 THE COURT: Is Mr. Lorin the defendant in civil
24 actions?

25 MR. MOONEY: He is the defendant in civil

1 actions, your Honor. And we are in the process of
2 attempting to negotiate with counsel on some of those
3 actions now to see where we can go toward possible
4 resolution.

5 I know there has been some comments made that Mr.
6 Lorin has been not forthcoming with respect to those people
7 up until now, and I would comment that to some degree that's
8 been the choice of counsel. We didn't believe that until we
9 got these matters at least along to this sort of stage that
10 it was appropriate to spend a lot of time dealing with that
11 issue. We think now is the more appropriate time and that
12 is something that will happen in the future.

13 With respect to departure from the four year
14 guideline position that Mr. Lorin would start at, I ask the
15 court to consider now the substantial assistance that Mr.
16 Lorin has given. First of all, a comment with respect to
17 that.

18 Congress to a great extent has changed the way
19 that we deal with the sentencing process. They have
20 attempted to force, if you will, consideration of certain
21 factors that they think are very important. They have
22 created the guidelines to set certain limits and certain
23 standards that essentially have to be dealt with based upon
24 a number of factors that are imposed through the sentencing
25 commission upon the court.

1 But Congress, in saying that it was very
2 important and that they were giving great consideration or
3 great desire to having those things done by the commission,
4 also carved out a specific recognition of interest, and that
5 was the recognition of interest of cooperation. One of the
6 greatest difficulties, particularly in white collar
7 prosecutions, is to obtain the cooperation and the knowledge
8 of the individuals who have been involved in that activity
9 in order to determine what went on and what actually
10 happened, because the activities tend to be very
11 sophisticated very often and very complicated to try to
12 unravel.

13 Congress, in a number of statutes that they made,
14 and the commission, in 5K 1.1, puts substantial weight on
15 the court's ability to depart on the basis of the
16 cooperation that a defendant presents. In this particular
17 case the government has assessed that cooperation of Mr.
18 Lorin, and they said in their letter to the court that that
19 cooperation is substantial.

20 The sentencing commission advises that the court
21 should give great weight to the government's assessment of
22 the value of the cooperation given by the defendant, and we
23 think that where the government has indicated that that
24 cooperation is substantial and where the court has had an
25 opportunity to hear Mr. Lorin testify here in the

1 proceedings in this court, that the court should use that
2 for a substantial departure from the four year sentence that
3 might otherwise be imposed in this matter.

4 For over 13 months now Mr. Lorin has been
5 spending the bulk of his time assisting and cooperating with
6 both The U.S. Attorney's Office in the preparation and
7 prosecution of the case that was tried in this courtroom,
8 and in dealing with the Securities & Exchange Commission.
9 And that work with the Securities & Exchange Commission
10 continues, assisting them in looking into matters
11 surrounding this, matters that Mr. Lorin has knowledge with
12 respect to, to hopefully assist them in looking at what
13 kinds of conduct on the part of many different people
14 contributed in some measure to the great mess and great
15 disaster that has been the result of this case, and its
16 impact upon such a large number of people.

17 That contribution is of no little measure, and we
18 would ask the court, as indicated before, to make a very
19 substantial departure in this matter, to minimize the amount
20 of incarceration that the court imposes upon this
21 individual.

22 A number of letters have been submitted, and I'm
23 sure the court has read them, indicating the high regard
24 that he has held by other people. This was a foolish,
25 foolish thing for him to get involved in. He knows that.

1 He readily recognizes that.

2 What he wants to do is get back on his feet
3 again, get back on the right road and try to make amends to
4 the community that he wronged by rebuilding and helping, if
5 he can, in the future. It is going to be very difficult,
6 having lost all that he has. But he does want to have that
7 opportunity.

8 We ask the court to depart as far as you can and
9 to give, if any, a very small period of incarceration for
10 Mr. Lorin.

11 THE COURT: Mr. Lorin, would you like to make a
12 statement?

13 THE DEFENDANT: Yes, your Honor. I want to state
14 that how terrible sorry I am about what occurred. I have
15 accepted responsibility. I ask for you to take in
16 consideration and try to help so I can build my life up
17 again.

18 That's my statement.

19 MR. LIEB: Your Honor, just a small technical
20 matter. I'm not sure if the court has insured that Mr.
21 Lorin has had an opportunity to read the presentence report.
22 I just wanted to make sure the record is clear.

23 THE COURT: Have you?

24 THE DEFENDANT: Yes, your Honor, I have.

25 THE COURT: I have a letter from Mr. Barenholtz.

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1 Is Mr. Barenholtz here?

2 MR. BARENHOLTZ: Yes, your Honor.

3 THE COURT: You talk about a loss of \$600,000 due
4 to certain transactions which Mr. Lorin would appear to be
5 responsible for.

6 Has there been an arbitration?

7 MR. BARENHOLTZ: Yes, there was. We have not
8 received the result yet. It took place yesterday, your
9 Honor.

10 THE COURT: If you win the arbitration, which I
11 would rather expect, you will obtain a judgment, right?

12 MR. BARENHOLTZ: Yes, your Honor.

13 THE COURT: Thank you very much.

14 MR. BARENHOLTZ: One point, your Honor, that I
15 would like to say in that regard is that the reason, or one
16 of the reasons, why we sent in our letter seeking
17 restitution was that we wanted it very clear on the record
18 that the loss that we suffered was connected to the
19 conspiracy for which the guilty plea has been entered and
20 accepted. That is not necessarily what the arbitrators may
21 or may not -- may decide, we do not know that, that's why in
22 this forum, or this court, we wish to make that clear.

23 THE COURT: This may be not putting first things
24 first, but I want to talk about the issue of restitution.
25 The issue of restitution in a case like this is very

1 complex. There are all kinds of potential claims arising
2 out of a stock manipulation scheme such as this.

3 There are potential claims by people who had
4 accounts at Haas, there are potential claims by brokerage
5 firms such as Smith Barney, there are potential claims by
6 L.F. Rothschild who was the clearing broker. In addition,
7 and this wouldn't really be of the same nature, but there is
8 a large tax claim by the IRS, and if there are factual
9 issues relating to these various claims, and there may be,
10 this really is not the forum to decide those factual issues.

11 I imposed sentence on Mr. Laff yesterday, as you
12 all know. Now, I did not order restitution. It isn't that
13 I don't think that Mr. Laff is obligated to many, many
14 people for losses, and it isn't that I don't feel that Mr.
15 Laff should make restitution to the extent of his ability,
16 but his financial ability now -- and this is all in the
17 record -- is virtually nonexistent.

18 He is facing a prison term that will not, to say
19 the least, help him gain enough money to pay out millions of
20 dollars in restitution. Now, the only orderly way to handle
21 this matter, it seems to me, is to realize the fact that
22 many claimants have filed civil actions or engage in
23 arbitrations, and I don't think it would do anything but
24 create confusion to have a court order for restitution in
25 the criminal case.

1 So I want to say to you, Mr. Barenholtz, and to
2 many, many other similar claimants in general, that I feel
3 acutely about the losses that were caused by this scheme,
4 but I don't see that it is constructive or orderly for me to
5 start issuing orders that Mr. Lorin pay this one or that
6 one. That will have to be sorted out in other ways.

7 Now we come to the matter of the sentence for Mr.
8 Lorin. Under the guidelines the court is not bound to
9 sentence within the range which is calculated, that is, the
10 46 to 57 month range. The government has made an
11 application which would allow the court to depart because of
12 the cooperation of Mr. Lorin.

13 Now, the obvious factors to be balanced are the
14 criminal conduct versus the cooperation. The cooperation
15 weighs, obviously, in Mr. Lorin's favor, and it is necessary
16 and in the public interest to reduce the sentence because of
17 that cooperation. On the other hand, there was a criminal
18 scheme in which Mr. Lorin played a very key role, and that
19 criminal scheme caused losses to investors, it caused damage
20 to the companies whose stocks were manipulated, at least
21 temporary damage, and it was a serious crime under our law.

22 Now, I recognize the very strange fact that this
23 crime was committed through the investment of substantial
24 sums of money by Mr. Lorin and by others, and I noted this
25 yesterday at the sentence of Mr. Laff, and I repeat, I sat

1 through that trial in wonderment that anybody would ever do
2 such a thing, even anybody who was intent on fraud, because
3 the risks of this kind of fraud really being successful were
4 uniquely obvious.

5 But it went on, and there were these mechanisms,
6 these fraudulent mechanisms, to push up the market price of
7 the stocks of certain companies and sustain them when the
8 market, if allowed to function normally, would not have held
9 these stocks at anything like the levels that they attained
10 and were maintained.

11 Now, what was happening is legitimate investors
12 were buying and people at Haas, and presumably other places,
13 were -- clients of Haas, they were in a unique position.
14 This stock, to some extent, was literally being stuffed into
15 their accounts, and when they sought to sell they sometimes
16 were stalled and couldn't really effect their sales. So it
17 was a terrible situation which created a lot of losses for a
18 lot of people.

19 Mr. Lorin was pivotal to this. It was he who had
20 the crucial and unique role of putting stock in large
21 quantities into the so-called nominee accounts to conceal
22 what was really going on, to conceal the fact that this was
23 a scheme by Lorin, Laff, Aslanian, and to make it appear
24 that this was legitimate market activity.

25 And this went on for a long period of time. It

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1 wasn't some desperate move by somebody who was trying to
2 make a quick stab at saving himself financially.

3 Now, it is true that Mr. Lorin pleaded, it is
4 true that he testified, but that under no circumstances in
5 my view really wipes out the need for a substantial
6 punishment for that criminal activity.

7 I will not give anything in the full range of 46
8 to 57 months, but I have arrived, and this is a matter of
9 judgment, it is my judgment that there should be, and I am
10 imposing a sentence of 3 years imprisonment. That is a
11 substantial reduction, and that is as far as I believe in
12 conscience that I can go in view of the seriousness of what
13 went on.

14 So I am imposing a sentence of 3 years
15 imprisonment on both Counts 1 and 2, to be served
16 concurrently. I am not imposing a fine. I see no utility
17 in imposing a fine. Mr. Lorin is basically insolvent with
18 an enormous amount of indebtedness and an enormous amount of
19 claims against him, and probably more than he will ever
20 manage to repay.

21 I have already stated my views about restitution.
22 I am not imposing a period of supervised release following
23 the incarceration. That would have no purpose whatever.

24 There is the amount of the special assessment of
25 \$50 per count, for a total of \$100.

1 I think that covers all that needs to be covered.

2 What about a surrender date?

3 MR. MOONEY: Your Honor, we would request a six
4 week surrender date, and we would ask the court to recommend
5 that Mr. Lorin be placed in a Level One facility, and
6 specifically that the court recommend placement in either
7 Lompac or Boron, recognizing those are on the West Coast,
8 those would be Mr. Lorin's preferences, particularly as they
9 are close to counsel.

10 THE COURT: I tell you, the situation with the
11 Bureau of Prisons is so severe and I think they will
12 undoubtedly work out the incarceration in lowest security
13 facility feasible, because that's both in Mr. Lorin's
14 interest and in the interest of the handling of the prison
15 system and the location. I just don't feel that it really
16 has any weight for me to try to get into their planning.

17 So I will leave it to the prison system, and I
18 certainly am willing to have a surrender date six weeks
19 hence, which would bring us to what specific date?

20 THE CLERK: April 11.

21 THE COURT: April 11, 1990.

22

23 (Record closed)

24

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06/02/2018

CLOSED,CASREF

**U.S. District Court
Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:90-cv-07461-HB-SEG**

SEC v. Lorin, et al
Assigned to: Judge Harold Baer
Referred to: Magistrate Judge Sharon E. Grubin
Demand: \$0
Cause: 15:78m(a) Securities Exchange Act

Date Filed: 11/20/1990
Date Terminated: 09/17/1996
Jury Demand: Defendant
Nature of Suit: 850
Securities/Commodities
Jurisdiction: U.S. Government Plaintiff

Plaintiff**Securities and Exchange Commission**

represented by **Noran Joseph Camp**
450 Fifth Street, N.W.
Mail Stop 4-2
Washington, DC 20549
(202) 272-2259
LEAD ATTORNEY

Robert B. Blackburn
U.S. Securities and Exchange
Commission (Bdwy)
233 Broadway
New York, NY 10279
(646) 428-1610
Fax: (646) 428-1979
Email: BlackburnR@SEC.GOV
LEAD ATTORNEY

V.

Defendant

Henry W. Lorin
TERMINATED: 10/16/1991

Defendant

Eugene K. Laff
TERMINATED: 03/15/1993

represented by **Eugene K. Eugene K. Laff, ProSe**
Eugene K. Laff
12E Weaver's Hill
Greenwich, CT 06831
(203) 531-1530
TERMINATED: 03/15/1993
LEAD ATTORNEY

Defendant

06/02/2018

Stanley Aslanian, Jr.
TERMINATED: 10/16/1991

Defendant

Capital Shares, Inc.
TERMINATED: 05/14/1996

represented by **Charles R. Hoffman**
Hoffman & Baron
350 Jericho Turnpike
Jericho, NY 11753-1317
516-822-3550
TERMINATED: 05/14/1996
LEAD ATTORNEY

Matthew E. Power
Paul K. Rooney, P.C.
26 Broadway
New York, NY 10004
212-269-4420
TERMINATED: 05/14/1996
LEAD ATTORNEY

Defendant

Lawrence Caito
TERMINATED: 05/14/1996

represented by **Charles R. Hoffman**
(See above for address)
TERMINATED: 05/14/1996
LEAD ATTORNEY

Defendant

Toni Vallen
TERMINATED: 06/18/1991

Defendant

Rosario Russell Ruggiero

represented by **Howard Barry Sirota**
Sirota & Sirota, LLP
125 Beach 128th Street
Belle Harbor, NY 11694
(212)-425-9055
Fax: (212)-425-9055
Email: howard.sirota@gmail.com
LEAD ATTORNEY

Defendant

Enn Kunnapas
TERMINATED: 06/18/1991

Defendant

Paul L. Miano
TERMINATED: 07/02/1992

represented by **Paul L. Miano**
Pro-Se
343 Maple Avenue

Nyndhurst, NJ 07071
 (201)935-0503
 TERMINATED: 07/02/1992
 LEAD ATTORNEY

Defendant

Edward J. Barter
 TERMINATED: 01/05/1995

represented by **Beth Gussae**
 Gusrae Kaplan & Bruno
 120 Wall St
 NY, NY 10005
 269-1400
 TERMINATED: 01/05/1995
 LEAD ATTORNEY

Counter Claimant

Eugene K. Laff
 TERMINATED: 08/07/1991

represented by **Eugene K. Eugene K. Laff, ProSe**
 (See above for address)
 TERMINATED: 08/07/1991
 LEAD ATTORNEY

Cross Claimant

Eugene K. Laff

represented by **Eugene K. Eugene K. Laff, ProSe**
 (See above for address)
 LEAD ATTORNEY

Date Filed	#	Docket Text
11/20/1990	1	COMPLAINT filed; Summons issued and Notice pursuant to 28 U.S.C. 636(c); (la) (Entered: 11/21/1990)
12/19/1990	2	ANSWER to Complaint by Edward J. Barter (Attorney Beth Gussae), ; Firm of: Gusrae Kaplan & Bruno by attorney Beth Gussae for defendant Edward J. Barter (la) (Entered: 12/20/1990)
01/09/1991	3	ANSWER to Complaint by Rosario Russell Ruggiero (Attorney Howard B. Sirota),; jury demand; Firm of: Sirota & Sirota by attorney (mk) (Entered: 01/10/1991)
01/09/1991	4	ANSWER to Complaint by Paul L. Miano (Attorney Paul L. Miano), Pro-Se ; by attorney (pa) (Entered: 01/14/1991)
01/17/1991	5	ANSWER to Complaint by Capital Shares, Inc., Lawrence Caito (Attorney Matthew E. Power), ; Firm of: Paul K. Rooney, P.C. by attorney Matthew E. Power for defendant Capital Shares, Inc. (mk) (Entered: 01/18/1991)
01/17/1991	6	Rule 9 certificate filed by Capital Shares, Inc., Lawrence Caito (mk) (Entered: 01/18/1991)
01/30/1991	7	ANSWER to Complaint; jury demand and COUNTERCLAIM by Eugene K. Laff (mk) (Entered: 01/31/1991)

02/11/1991	8	SCHEDULING ORDER setting Discovery cutoff 11/29/91 ; Trial ready deadline 1/28/91 ; Status conference by 2:30 12/6/91 trial docs 1/27/91 and sett conf 12/6/91 at 2:30 (signed by Judge Pierre N. Leval) ; Copies mailed (la) (Entered: 02/14/1991)
02/13/1991	9	NOTICE OF MOTION by SEC to strike certain affirmative defenses of deft Caito and Capital , Return date (la) (Entered: 02/25/1991)
02/13/1991	10	MEMORANDUM by SEC in support of [9-1] motion to strike certain affirmative defenses of deft Caito and Capital (la) (Entered: 02/25/1991)
03/15/1991	11	NOTICE OF CROSS MOTION by Capital Shares, Inc., Lawrence Caito to dismiss the complt , Return date 3/29/91 (la) (Entered: 03/15/1991)
03/15/1991	12	MEMORANDUM by Capital Shares, Inc., Lawrence Caito in opposition to [9-1] motion to strike certain affirmative defenses of deft Caito and Capital (la) (Entered: 03/15/1991)
03/25/1991	13	NOTICE OF MOTION by SEC to dismiss counterclaim deft Laff ,NO Return date (la) (Entered: 03/25/1991)
03/25/1991	14	MEMORANDUM by SEC in support of [13-1] motion to dismiss counterclaim deft Laff (la) (Entered: 03/25/1991)
04/01/1991	15	MEMORANDUM by SEC re:in reply to defts Caito and Capital and in opposition to their cross-motion to dismiss the complt (la) (Entered: 04/02/1991)
04/24/1991	16	MEMORANDUM by Eugene K. Laff in opposition to [13-1] motion to dismiss counterclaim deft Laff (la) (Entered: 04/25/1991)
05/28/1991	17	MEMORANDUM by PRO SE Eugene K. Laff in support of [16-1] opposition memorandum (mk) (Entered: 05/29/1991)
06/18/1991	18	CONSENT JUDGMENT # for SEC against Enn Kunnapas..deft is permanently enjoined and restrained from the indicated (signed by Judge Pierre N. Leval) (la) (Entered: 06/19/1991)
06/18/1991	19	CONSENT JUDGMENT # 91-1207 for \$600,000.00 for SEC against Toni Vallen...deft is permanently enjoined and restrained for the indicated!..within 10 days of entry of this Final Judgmt, deft shall pay to the Registry of the Court by check payable to the Clerk of USDC-SDNY for the said amount she derived from conduct alleged in the complt... (signed by Judge Pierre N. Leval) (la) (Entered: 06/19/1991)
06/19/1991	20	ORDER granting [9-1] motion to strike certain affirmative defenses of deft Caito and Capital denying [11-1] cross motion to dismiss the complt (signed by Judge Pierre N. Leval) ; Copies mailed (la) (Entered: 06/20/1991)
06/24/1991	21	MEMORANDUM by Eugene K. Laff in further support of [16-1] opposition memorandum (la) (Entered: 06/25/1991)
08/07/1991	22	MEMO & ORDER granting [13-1] motion to dismiss counterclaim deft Laff (signed by Judge Pierre N. Leval) ; Copies mailed (la) (Entered: 08/09/1991)

06/02/2018

08/29/1991	23	ACKNOWLEDGEMENT OF SERVICE as to Enn Kunnapas by personally on 12/7/90 (la) (Entered: 09/03/1991)
08/29/1991	24	ACKNOWLEDGEMENT OF SERVICE as to Rosario Russell Ruggiero by personally on 12/10/90 Answer due on 12/31/90 for Rosario Russell Ruggiero (la) (Entered: 09/03/1991)
08/29/1991	24	ACKNOWLEDGEMENT OF SERVICE as to Paul L. Miano by personally on 11/29/90 Answer due on 12/19/90 for Paul L. Miano (la) (Entered: 09/03/1991)
08/29/1991	24	ACKNOWLEDGEMENT OF SERVICE as to Eugene K. Laff by personally on 12/5/90 Answer due on 12/25/90 for Eugene K. Laff (la) (Entered: 09/03/1991)
08/29/1991	24	ACKNOWLEDGEMENT OF SERVICE as to Stanley Aslanian Jr. by personally on 12/5/90 Answer due on 12/25/90 for Stanley Aslanian Jr. (la) (Entered: 09/03/1991)
10/16/1991	25	ACKNOWLEDGEMENT OF SERVICE as to Capital Shares, Inc. by not legible, atty on 9/4/91 Answer due on 9/24/91 for Capital Shares, Inc. (la) (Entered: 10/16/1991)
10/16/1991	26	DEFAULT JUDGMENT against Stanley Aslanian Jr. said deft, his agents, etc are permanently restrained and enjoined from the indicated..this Court shall retain jurisdiction... (signed by Judge Pierre N. Leval) (la) (Entered: 10/18/1991)
10/16/1991	27	CONSENT AND FINAL JUDGMENT of permanent injunction for SEC against Henry W. Lorin..said deft. its agents, etc are permanently enjoined and restrained from the indicated. this Court retains jurisdiction!.. (signed by Judge Pierre N. Leval) (la) (Entered: 10/18/1991)
10/22/1991	28	NOTICE by SEC to take deposition of Jane Sutton on 11/4/91 at 10AM; subpoena(s) issued. (la) (Entered: 10/22/1991)
10/22/1991	28	NOTICE by SEC to take deposition of Paul Miano on 11/6/91 at 10AM; subpoena(s) issued. (la) (Entered: 10/22/1991)
10/22/1991	28	NOTICE by SEC to take deposition of R. Russell Ruggiero on 11/18 & 11/19/91 at 10AM; subpoena(s) issued. (la) (Entered: 10/22/1991)
10/22/1991	28	NOTICE by SEC to take deposition of Franklin Steinberger on 11/27/91 at 10AM; subpoena(s) issued. (la) (Entered: 10/22/1991)
11/04/1991	29	AMENDED SCHEDULING ORDER setting Discovery cutoff 5/29/92 ; Status conference by 2:30 6/5/92 ; Trial ready deadline 7/6/92 ; trial docs 7/6/92 and sett cnf 6/5/92 at 2:30PM(signed by Judge Pierre N. Leval) ; Copies mailed (la) (Entered: 11/04/1991)
11/13/1991	30	NOTICE OF MOTION by Edward J. Barter for Martin Kaplan to withdraw as attorney with supporting affdvt of Martin Kaplan , Return date 12/9/91 (la) (Entered: 11/15/1991)
11/13/1991	31	MEMORANDUM by Edward J. Barter in support of [30-1] motion for Martin Kaplan to withdraw as attorney (la) (Entered: 11/18/1991)

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12/10/1991	32	Filed Memo_Endorsement on letter, extending time for Edward Barter to respond to Mr. Kaplan's affdvt is granted to 1/10/92 (signed by Judge Pierre N. Leval) (la) (Entered: 12/13/1991)
01/09/1992	33	Letter filed by Edward J. Barter dated 1/7/92 re Mr. Kaplan's motion to withdraw as counsel (la) (Entered: 01/13/1992)
01/21/1992	34	STIPULATION and ORDER, extending time for deft E. Barter to answer or respond to plttfs first set of interrogatories and production of docs to 3 weeks after the decision of motion to withdraw as counsel (signed by Judge Pierre N. Leval). (la) (Entered: 01/22/1992)
02/06/1992	35	Letter filed by Edward J. Barter dated 1/7/92 re in response to M. Kaplan's motion to withdraw as counsel (la) (Entered: 02/10/1992)
03/18/1992	36	Filed Memo_Endorsement on letter dated 3/3/92, reset deft Ruggiero answers to interrogatories due for 5/1/92 defts request to delay answers to interrog. and depositions is denied..deft Miano is ordered to serve discovery responses by 4/8/92(signed by Judge Pierre N. Leval) (la) (Entered: 03/19/1992)
04/01/1992	37	ORDER denying [30-1] motion for Martin Kaplan to withdraw as attorney (signed by Judge Pierre N. Leval); Copies mailed (cd) (Entered: 04/09/1992)
04/02/1992	38	NOTICE OF MOTION by Stanley Aslanian Jr. to dismiss , Return date not specified (cd) (Entered: 04/10/1992)
04/21/1992	39	MEMORANDUM by SEC in opposition to [38-1] motion to dismiss (cd) (Entered: 04/21/1992)
04/21/1992	40	DECLARATION in support by SEC [39-1] opposition memorandum (cd) (Entered: 04/21/1992)
05/26/1992	41	ORDER, that PNL advises both sides of professional relationships with P. Rooney.. (signed by Judge Pierre N. Leval); Copies mailed (cd) (Entered: 05/26/1992)
06/19/1992	42	SCHEDULING ORDER setting Status conference by 3:30 10/16/92 ; (signed by Judge Pierre N. Leval) ; Copies mailed (cd) (Entered: 06/22/1992)
06/19/1992	43	ORDER that depo of S. Aslanian is to be noticed for SDNY rather than in California..(signed by Judge Pierre N. Leval); Copies mailed (cd) (Entered: 06/22/1992)
07/02/1992	44	CONSENT JUDGMENT and final judgment of permanent injunction # for SEC against Paul E. Miano that deft is restrained and enjoined from any sale of securities etc..(signed by Judge Pierre N. Leval) (cd) (Entered: 07/06/1992)
07/31/1992	45	MEMORANDUM by Edward J. Barter in support of counsel motion to be relieved (cd) (Entered: 07/31/1992)
07/31/1992	46	NOTICE OF MOTION by Edward J. Barter to withdraw Gusrae, Kaplan etal as atty , Return date 8/6/92 (cd) (Entered: 07/31/1992)
12/03/1992	51	ORDER granting [46-1] motion to withdraw Gusrae, Kaplan etal as atty (signed by Judge Pierre N. Leval); Copies mailed (cd) (Entered: 12/04/1992)

06/02/2018

ADMCLO,LEAD

U.S. District Court
Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:87-cv-09285-LBS

Epstein v. Haas Securities Corp, et al
Assigned to: Judge Leonard B. Sand
Demand: \$0
Cause: 15:78m(a) Securities Exchange Act

Date Filed: 12/30/1987
Date Terminated: 09/25/1996
Jury Demand: Both
Nature of Suit: 850
Securities/Commodities
Jurisdiction: Federal Question

Plaintiff**Laura Epstein****Plaintiff****Lf Rothschild & CO Inc.**

V.

Defendant**Haas Securities Corporation****Defendant**

Stanley Aslanian, Jr
TERMINATED: 10/28/1994

represented by **Kalman V. Gallop**
Gallop, Dawson & Clayman
305 Madison Ave.
New York, NY 10165
TERMINATED: 10/28/1994
LEAD ATTORNEY

Defendant**L.F. Rothschild & CO.**

represented by **Kevin T. Hoffman**
Law Offices of Kevin T. Hoffman
151 Railroad Avenue
Greenwich, CT 06830
(203)-869-8744
Fax: (203)-869-8648
Email: kth9@aol.com
LEAD ATTORNEY

Martin S. Berglas
Martin S. Berglas
900 Third Avenue -12th Floor
New York, NY 10017

810776790

212-751-0808
LEAD ATTORNEY

Martin Martin Berglas
Janvey, Berglas & Gordon
757 Third Ave.- 18th Fl.
New York, NY 10017
LEAD ATTORNEY

Defendant

Henry Lorkin

Defendant

Frank Shannon

Defendant

Enn Hants Kunnapas

Defendant

Haas Securities Corp.

Defendant

Robert Schoenthal

represented by **Robert Schoenthal**
955 Park Avenue
New York, NY 10028
PRO SE

Phillip Charles Essig
Kirkpatrick & Lockhart LLP
599 Lexington Avenue
New York, NY 10022-6030
(212) 536-3900
LEAD ATTORNEY

Defendant

Matthew R Deane

represented by **Philip Essig**
Cahill Gordon & Reindel
80 Pine St.
New York, NY 10005
212/701-3000
LEAD ATTORNEY

Defendant

Francois Mayer

Defendant

Robert R Errico

represented by **Robert R Errico**
25th Floor

S.G. Warburg & Co. Inc.
787 Seventh Avenue
New York, NY 10019
(212)459-7139
PRO SE

Defendant

Andrew Berger

represented by **Andrew Berger**
4th Floor
Andrew L. Berger
787 Seventh Avenue
New York, NY 10019
PRO SE

Defendant

Joel Miller

represented by **Joel Miller**
2 Renee Court
Edison, NJ 08820
(908)548-7551
PRO SE

Phillip Charles Essig
(See above for address)
LEAD ATTORNEY

Defendant

Henlor Capital Ltd.

Defendant

Irwin Zandman

Defendant

Joelle Harris

Defendant

Linda Kunnapas

Defendant

T.S. Industries Wondoor

Defendant

Frank Shannon

represented by **Katten Muchin Rosenman**
575 Madison Ave.
N.Y.C., NY 10022
(212) 940-8800
LEAD ATTORNEY

Defendant

Yarrimup

Defendant

Jt Moran

TERMINATED: 09/27/1990

represented by **Roger Ryan Crane , Jr.**

Nixon Peabody LLP (NYC)

55 West 46th Street

New York, NY 10036

(212)-940-3190

Fax: 212)-940-3111

Email: rcrane@nixonpeabody.com

TERMINATED: 09/27/1990

LEAD ATTORNEY

Defendant

J.T. Moran & CO

TERMINATED: 09/27/1990

represented by **Roger Ryan Crane , Jr.**

(See above for address)

TERMINATED: 09/27/1990

LEAD ATTORNEY

Defendant

Paul R Miano

represented by **Roger Ryan Crane , Jr.**

(See above for address)

LEAD ATTORNEY

Defendant

John Doe

Counter Claimant

L.F. Rothschild & CO.

TERMINATED: 03/12/1990

represented by **Kevin T. Hoffman**

(See above for address)

TERMINATED: 03/12/1990

LEAD ATTORNEY

Martin S. Berglas

(See above for address)

TERMINATED: 03/12/1990

LEAD ATTORNEY

V.

Counter Defendant

Laura Epstein

ThirdParty Plaintiff

L.F. Rothschild & CO.

represented by **Kevin T. Hoffman**

(See above for address)

LEAD ATTORNEY

Martin S. Berglas
(See above for address)
LEAD ATTORNEY

Martin Martin Berglas
(See above for address)
LEAD ATTORNEY

V.

ThirdParty Defendant

Henry Lorin

ThirdParty Defendant

Frank Shannon

ThirdParty Defendant

Enn Hants Kunnapas

Defendant

Eugene K. Laff

Defendant

Robert Schoenthal

Defendant

Matthew R. Deane

Defendant

Francois Mayer

Defendant

Robert R. Errico

Defendant

Andrew Berger

Defendant

Joel Miller

Defendant

Henry Lorin

Defendant

Henlor Capital Ltd.

Defendant

Irwin Zandman

Defendant

Joelle Harris
a/k/a Mrs. Joelle Lorin

Defendant

Enn Kunnapas

Defendant

Linda Kunnapas

Defendant

T.S. Industries Wondoor

Defendant

Frank Shannon

Defendant

Yarrimup
(a Panamanian Corporation)

Defendant

J.T. Moran & Co., Inc.

Defendant

Paul R. Miano
TERMINATED: 09/27/1990

Defendant

John Does I-X

Date Filed	#	Docket Text
12/30/1987	1	COMPLAINT filed; Summons issued and Notice pursuant to 28 U.S.C. 636(c); Jury Trial Demanded. FILING FEE \$ 60 RECEIPT # 158989 (sc) (Entered: 04/14/1992)
03/28/1988	6	ANSWER to Complaint and COUNTERCLAIM by L.F. Rothschild & CO (Attorney Martin S. Berglas) against Laura Epstein ; Firm of: Janvey, Berglas & Gordon by attorney Martin S. Berglas for defendant L.F. Rothschild & CO (sc) (Entered: 04/14/1992)
04/13/1988	9	ANSWER to Complaint by Stanley Aslanian Jr (Attorney Kalman V. Gallop), ; Firm of: Gallop, Dawson & Clayman by attorney Kalman Gallop for defendant L.F. Rothschild & CO (sc) Modified on 04/15/1992 (Entered: 04/14/1992)
05/16/1988	14	

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ADMCLO, MEMBER

**U.S. District Court
Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:88-cv-02749-LBS**

Overturf v. Hass Securities Corp
Assigned to: Judge Leonard B. Sand
Demand: \$0
Lead case: 1:87-cv-09285-LBS
Member case: (View Member Case)
Cause: 15:78m(a) Securities Exchange Act

Date Filed: 04/18/1988
Date Terminated: 09/25/1996
Jury Demand: Defendant
Nature of Suit: 890 Other Statutory
Actions
Jurisdiction: Federal Question

Plaintiff**Craig R Overturf****Plaintiff**

Lf Rothschild & CO Inc.
TERMINATED: 07/24/1990

represented by **Phillip Charles Essig**
Kirkpatrick & Lockhart LLP
599 Lexington Avenue
New York, NY 10022-6030
(212) 536-3900
TERMINATED: 07/24/1990
LEAD ATTORNEY

phillip Phillip Essig
Cahill Gordon & Reindel
80 Pine St.
New York, NY 10005
212/701-3000
TERMINATED: 07/24/1990
LEAD ATTORNEY

V.

Defendant**Hass Securities Corporation****Defendant****Henry Lorkin****Defendant**

Frank Shannon
TERMINATED: 04/23/1992

Defendant

810270799

Enn Hants Kunnapas

Defendant

Haas Securities Corp.

Defendant

Eugene K Laff

Defendant

Stanley Alsanian

represented by **Kalman V. Gallop**
Gallop, Dawson & Clayman
305 Madison Ave.
New York, NY 10165
LEAD ATTORNEY

Kalman V. Gallop
Kalman V. Gallop
305 Madison Ave.
New York, NY 10165
(212)922-1080
LEAD ATTORNEY

Defendant

L.F. Rothchild & CO
TERMINATED: 07/24/1990

represented by **Kevin T. Hoffman**
Law Offices of Kevin T. Hoffman
151 Railroad Avenue
Greenwich, CT 06830
(203)-869-8744
Fax: (203)-869-8648
Email: kth9@aol.com
TERMINATED: 07/24/1990
LEAD ATTORNEY

Phillip Charles Essig
(See above for address)
TERMINATED: 07/24/1990
LEAD ATTORNEY

phillip Phillip Essig
(See above for address)
TERMINATED: 07/24/1990
LEAD ATTORNEY

Defendant

Robert Schoenthal

represented by **Robert Schoenthal**
955 Park Avenue
New York, NY 10028
PRO SE

phillip Phillip Essig
(See above for address)
LEAD ATTORNEY

Defendant

Robert C. Errico

represented by **Robert C. Errico**
PRO SE

Phillip Charles Essig
(See above for address)
LEAD ATTORNEY

Robert R Errico
S.G. Warburg & Co. Inc.
787 Seventh Avenue
25th Floor
New York, NY 10019
(212)459-7139
LEAD ATTORNEY

Defendant

Andrew L. Berger

represented by **Andrew L. Berger**
PRO SE

Andrew Berger
Andrew L. Berger
787 Seventh Avenue
4th Floor
New York, NY 10019
LEAD ATTORNEY

Phillip Charles Essig
(See above for address)
LEAD ATTORNEY

Defendant

Joel Miller

represented by **Joel Miller**
2 Renee Court
Edison, NJ 08820
(908)548-7551
PRO SE

phillip Phillip Essig
(See above for address)
LEAD ATTORNEY

Defendant

Henry Lorin

06/02/2018

Defendant**Henlor Capital Ltd.****Defendant****Joelle Harris****Defendant****Joelle Lorin****Defendant****Enn Kunnepas****Defendant****Linda Kunnepas****Defendant****Toni Vallen****Defendant****Maureen Steffenson****Defendant****Irwin Zandman****Defendant****Capital Shares Inc.**

represented by **Matthew E. Power**
Paul K. Rooney, P.C.
26 Broadway
New York, NY 10004
212-269-4420
LEAD ATTORNEY

Defendant**Lawrence C Caito**

represented by **Matthew E. Power**
(See above for address)
LEAD ATTORNEY

Defendant**H Clinton Pollack****Defendant****Frank Shannon****TERMINATED: 04/23/1992**

represented by **Katten Muchin Rosenman**
575 Madison Ave.
N.Y.C., NY 10022
(212) 940-8800

TERMINATED: 04/23/1992
LEAD ATTORNEY

Defendant

Yarrimp Corp.

Defendant

J.T. Moran & CO

represented by **Bachner Tally Polevo**
Bachner Tally Polevoy & Misher
380 Madison Ave.
New York, NY 10017
212/687-7000
LEAD ATTORNEY

Bachner, Tally
Bachner, Tally, Polevoy & Misher
380 Madison Ave.
New York, NY 10017
LEAD ATTORNEY

Defendant

John T Moran

TERMINATED: 02/28/1992

represented by **Bachner Tally Polevo**
(See above for address)
LEAD ATTORNEY

Bachner, Tally
(See above for address)
LEAD ATTORNEY

Defendant

Paul R Miano

represented by **Bachner Tally Polevo**
(See above for address)
LEAD ATTORNEY

Bachner, Tally
(See above for address)
LEAD ATTORNEY

Defendant

Jacquest M DE Stadelhofen

Defendant

John Doe

ThirdParty Plaintiff

Lf Rothschild & CO Inc.

TERMINATED: 07/24/1990

represented by **Phillip Charles Essig**
(See above for address)

TERMINATED: 07/24/1990
LEAD ATTORNEY

V.

ThirdParty Defendant

Henry Lorin

ThirdParty Defendant

Enn Hants Kunnapas

ThirdParty Defendant

Frank Shannon

Cross Defendant

Yarrimp Corp.

Cross Defendant

Frank Shannon

represented by **Katten Muchin Rosenman**
(See above for address)
LEAD ATTORNEY

Cross Defendant

Henry Lorin

Cross Defendant

Enn Hants Kunnapas

Cross Defendant

Henlor Capital Ltd.

Date Filed	#	Docket Text
04/18/1988	1	COMPLAINT filed; Summons issued and Notice pursuant to 28 U.S.C. 636(c); Jury Trial Demanded. FILING FEE \$ 60 RECEIPT # 164447 (sc) (Entered: 04/15/1992)
06/07/1988	9	ANSWER to Complaint by Stanley Alsanian (Attorney Kalman V. Gallop), ; Firm of: Kalman A. Gallop by attorney Kalman V. Gallop for defendant Stanley Alsanian (sc) (Entered: 04/15/1992)
08/04/1988	10	ANSWER by Stanley Alsanian (Attorney) to second amended complaint ; by attorney Kalman V. Gallop for defendant Stanley Alsanian (sc) (Entered: 04/15/1992)
08/04/1988	26	ANSWER by Stanley Alsanian (Attorney Kalman V. Gallop) to amended complaint ; Firm of: Kalman V. Gallop by attorney Kalman V. Gallop for defendant Stanley Alsanian (sc) (Entered: 04/15/1992)

09/01/1988		ANSWER of R. Spira and T. Clegg to amended complaint ; Firm of: Rabin & Sirota by attorney (sc) (Entered: 04/15/1992)
09/12/1988	36	ANSWER by LF Rothschild & CO Inc. , L.F. Rothchild & CO (Attorney Phillip Charles Essig) to second amended complaint ; Firm of: Cahill Gordon & Reindel by attorney Phillip Charles Essig for defendant L.F. Rothchild & CO et ano. (sc) (Entered: 04/15/1992)
10/13/1988	38	ANSWER by Robert Spira, Ethel Schwartz & Thomas Clegg to Cross-Claim of E. Laff. ; Firm of: Rabin & Sirota by attorney (sc) (Entered: 04/15/1992)
05/15/1989	42	THIRD-PARTY COMPLAINT by Lf Rothschild & CO Inc. against Henry Lorin, Enn Hants Kunnapas, Frank Shannon ; Third-party summons issued. (sc) Modified on 04/15/1992 (Entered: 04/15/1992)
07/17/1989	47	ANSWER by Lf Rothschild & CO I, L.F. Rothchild & CO (Attorney P hillip Essig) to third amended complaint ; Firm of: Cahill Gordon & Reindel by attorney Phillip Charles Essig for defendant L.F. Rothchild & CO (sc) Modified on 04/15/1992 (Entered: 04/15/1992)
07/18/1989	48	ANSWER by John T Moran, Paul R Miano, J.T. Moran & CO () to third amended complaint ; Firm of: Bachner Tally Polevoy by attorney (sc) (Entered: 04/15/1992)
07/21/1989	51	ANSWER by John T Moran, Paul R Miano, J.T. Moran & CO to amended complaint ; Firm of: Bachner, Tally, Polevoy by attorney (sc) (Entered: 04/15/1992)
08/21/1989	59	ANSWER by Joel Miller (Attorney phillip Essig) to third amended complaint ; Firm of: Cahill Gordon & Reindel by attorney phillip Essig for defendant Joel Miller (sc) (Entered: 04/15/1992)
08/21/1989	60	ANSWER (Attorney Phillip Essig) to third amended complaint ; Firm of: Cahill Gordon & Reindel by attorney phillip Essig for defendant M. Deane (sc) (Entered: 04/15/1992)
08/21/1989	61	ANSWER by Robert Schoenthal (Attorney phillip Essig) to third amended complaint ; Firm of: Cahill Gordon & Reindel by attorney phillip Essig for defendant Robert Schoenthal (sc) (Entered: 04/15/1992)
03/12/1990	75	ANSWER by Capital Shares Inc., Lawrence C Caito (Attorney Matthew E. Power) to amended complaint ; Firm of: Paul K. Rooney by attorney Matthew E. Power for defendant Capital Shares Inc. and Lawrence Caito (sc) (Entered: 04/15/1992)
03/30/1990	79	ANSWER by Frank Shannon to amended complaint ; Firm of: Rosenman & Colin by attorney (sc) (Entered: 04/15/1992)
04/03/1990	80	AMENDED CROSSCLAIM against Yarrimp Corp., Frank Shannon, Henry Lorin, Enn Hants Kunnapas, Henlor Capital Ltd. [80-1] amended claim (sc) (Entered: 04/15/1992)
04/10/1990	81	ANSWER by Andrew L. Berger (Attorney Phillip Charles Essig) to third amended complaint; jury demand and Cross-Claims against Henry Lorin, Henlor Capital Ltd., Enn Hants Kunnapas, Frank Shannon, Toni Vallen,

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06/02/2018

CLOSED, MEMBER

**U.S. District Court
Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:88-cv-08819-LBS-NG**

Hertzfeld v. Laff, et al
Assigned to: Judge Leonard B. Sand
Referred to: Magistrate Judge Nina Gershon
Demand: \$0
Lead case: 1:87-cv-09285-LBS
Member case: (View Member Case)
Cause: 15:78m(a) Securities Exchange Act

Date Filed: 12/14/1988
Date Terminated: 11/17/1997
Jury Demand: Plaintiff
Nature of Suit: 850
Securities/Commodities
Jurisdiction: Federal Question

Plaintiff**Nancy Hertzfeld**

represented by **Fredric S. Newman**
Hoguet Newman Regal & Kenney, LLP
10 East 40th Street
New York, NY 10016
(212)-689-8808
Fax: (212)-689-5101
Email: fnewman@hnrklaw.com
LEAD ATTORNEY

James A. Reaves
Reaves & Yates
342 Madison Avenue
New York, NY 10173
(212) 370-0900
TERMINATED: 10/11/1994
LEAD ATTORNEY

Plaintiff**Frances S Hertzfeld**

represented by **Fredric S. Newman**
(See above for address)
LEAD ATTORNEY

James A. Reaves
(See above for address)
TERMINATED: 10/11/1994
LEAD ATTORNEY

Plaintiff**L.F. Rothschild & CO Inc.**

represented by **Cahill Gordon & Rei**
Cahill Gordon & Reindel
80 Pine St.
New York, NY 10005

212/701-3000
LEAD ATTORNEY

V.

Defendant

Eugene K Laff

represented by **Eugene Laff**
Eugene Laff, pro se
15 Close Rd.
Greenwich, CT 06831
203/661-3713
LEAD ATTORNEY

Marjorie Laff
Marjorie Laff, pro se
75 Close Rd.
Greenwich, CT 06831
203/661-3713
LEAD ATTORNEY

Defendant

Stanley A Aslanian, Jr
TERMINATED: 01/20/1995

Defendant

Marjorie A Laff

Defendant

L.F. Rothschild CO. Inc.

represented by **Kevin T. Hoffman**
Law Offices of Kevin T. Hoffman
151 Railroad Avenue
Greenwich, CT 06830
(203)-869-8744
Fax: (203)-869-8648
Email: kth9@aol.com
LEAD ATTORNEY

Defendant

Henry Lorkin

Defendant

Frank Shannon
TERMINATED: 11/30/1992

Defendant

Enn Hants Kunnapas

Counter Defendant

06/02/2018

Nancy Hertzfeld

Counter Defendant

Frances S Hertzfeld

ThirdParty Plaintiff

Frank Shannon

ThirdParty Plaintiff

Enn Hants Kunnapas

V.

ThirdParty Defendant

Henry Lorin

ThirdParty Defendant

Frank Shannon

ThirdParty Defendant

Enn Hants Kunnapas

Defendant

Haas Securities Corp.

Defendant

Robert Schoenthal

Defendant

Matthew R. Deane

Defendant

Francois Mayer

Defendant

Robert R. Errico

Defendant

andrew Andrew Berger

Defendant

joel Miller

Defendant

Henry Lorin

Defendant

06/07/2018

Henlor Capital,Ltd.

Defendant

Joelle Harris
a/k/a Mrs. Joelle Lorin

Defendant

Enn Kunnapas

Defendant

Linda Kunnapas

Defendant

Maureen Steffenson

Defendant

Dr. Irwin Zandman

Defendant

Capital Shares, Inc.

represented by **Paul Rooney**
Howrey LLP (NYC)
601 Lexington Avenue
New York, NY 10022
(212)-896-6528
Fax: (212)-896-6501
Email: pkr101@aol.com
LEAD ATTORNEY

Cross Defendant

Enn Hants Kunnapas

Cross Defendant

Henry Lorin

Cross Defendant

Henry Lorin

Cross Defendant

Frank Shannon

Cross Defendant

Enn Hants Kunnapas

Cross Defendant

Henry Lorin

Cross Defendant

06/02/2018

Frank Shannon

Cross Defendant

Enn Hants Kunnapas

Cross Defendant

Henry Lorin

Cross Defendant

Henlor Capital,Ltd.

Cross Defendant

Frank Shannon

Cross Defendant

Enn Hants Kunnapas

Cross Defendant

Henry Lorin

Cross Defendant

Henlor Capital,Ltd.

Date Filed	#	Docket Text
12/14/1988	1	COMPLAINT filed; Summons issued and Notice pursuant to 28 U.S.C. 636(c); Jury Trial Demanded. FILING FEE \$ 60 RECEIPT # 176086 (sc) (Entered: 04/03/1992)
12/19/1988	2	Notice of asgmt _ to Judge Leonard B. Sand Copy of notice and judge's rules mailed to Attorney(s) of record: Kevin T. Hoffman . (sc) (Entered: 04/03/1992)
01/17/1989	3	Affidavit of service of Summon and Complaint as to Stanley A Aslanian Jr by Attys. Gallop, Dawson & Clayman on 1/13/89 (pl) (Entered: 03/24/1997)
01/27/1989	4	ACKNOWLEDGEMENT OF SERVICE of Summons and Complaint as to Marjorie A Laff, Eugene K Laff by personal service on 1/15/89 (pl) (Entered: 03/25/1997)
01/31/1989	6	ANSWER to Complaint and COUNTERCLAIM by L.F. Rothschild & CO (Attorney Diane Kiesel) against Nancy Hertzfeld, Frances S Hertzfeld ; Firm of: Cahill Gordon & Reindel by attorney Kevin T. Hoffman for defendant L.F. Rothschild CO. (sc) (Entered: 04/03/1992)
04/17/1989	9	ANSWER to Complaint by Eugene K Laff (Attorney Eugene Laff), ; Firm of: Eugene Laff, pro se by attorney Eugene Laff for defendant Eugene K Laff (sc) (Entered: 04/03/1992)
05/15/1989	12	

		THIRD-PARTY COMPLAINT by L.F. Rothschild & Co., Inc. against Henry Lorin, Frank Shannon, Enn Hants Kunnapas ; Third-party summons issued. (sc) (Entered: 04/03/1992)
06/15/1989	17	AMENDED COMPLAINT by Nancy Hertzfeld, Frances S Hertzfeld , (Answer due 6/26/89 for Enn Hants Kunnapas, for Frank Shannon, for Henry Lorin, for Stanley A Aslanian Jr, for Enn Hants Kunnapas, for L.F. Rothschild CO., for Eugene K Laff, for Marjorie A Laff, for Henry Lorkin, for Frank Shannon, for Frank Shannon) amending [1-1] complaint against Haas Securities Corp, Robert Schoenthal, Matthew R. Deane, Francois Mayer, Robert R. Errico, andrew Berger, joel Miller, Henry Lorin, Henlor Capital,Ltd., Joelle Harris, Enn Kunnapas, Linda Kunnapas, Maureen Steffenson, Irwin Zandman, Capital Shares, Inc.; Summons issued. (sc) (Entered: 04/03/1992)
07/07/1989	19	ANSWER by Marjorie Laff to amended complaint ; Firm of: Marjorie Laff, pro se by attorney Marjorie Laff for defendant Marjorie Laff (sc) (Entered: 04/03/1992)
08/10/1989	26	ANSWER by L.F. Rothschild & CO to amended complaint & Counterclaims and Crossclaims ; Firm of: Cahill Gordon & Reindel by attorney (sc) Modified on 04/03/1992 (Entered: 04/03/1992)
08/15/1989	28	ANSWER (Attorney Roger Crane) to amended complaint & CROSSCLAIMS by defendants J.T. Moran & Co., Inc., John T. Moran and Paul R. Miano ; Firm of: Bachner, Tally, Polevoy etc. by attorney Roger Crane (sc) (Entered: 04/03/1992)
08/21/1989	36	ANSWER by joel Miller t o amended complaint & CROSS-CLAIMS ; Firm of: Cahill Gordon & Reindel by attorney (sc) (Entered: 04/03/1992)
08/21/1989	34	ANSWER by Matthew R. Deane to amended complaint ; Firm of: Cahill Gordon & Reindel by attorney (sc) (Entered: 04/03/1992)
08/21/1989	35	ANSWER by Robert Schoenthal (Attorney) to amended complaint & CROSS-CLAIMS ; Firm of: Cahill Gordon & Reindel by attorney (sc) (Entered: 04/03/1992)
10/23/1989	50	ANSWER by Capital Shares, Inc. & Lawrence Caito (Attorney Paul K. Rooney) to amended complaint ; Firm of: Paul K. Rooney, P.C. by attorney Paul K. Rooney for defendant Capital Shares, Inc. (sc) (Entered: 04/03/1992)
03/30/1990	53	ANSWER by Frank Shannon (Attorney) to amended complaint & CROSS-CLAIM Firm of: Rosenman & Colin (sc) (Entered: 04/03/1992)
05/21/1990	55	ANSWER by andrew Berger to amended complaint & CROSS-CLAIMS ; Firm of: Cahill Gordon & Reindel by attorney (sc) (Entered: 04/03/1992)
05/21/1990	54	ANSWER by Robert R. Errico t o amended complaint & CROSS-CLAIMS ; Firm of: Cahill Gordon & Reindel by attorney (sc) (Entered: 04/03/1992)
05/23/1990	59	Defendant Joel Miller's AMENDED CROSSCLAIM against Frank Shannon, Enn Hants Kunnapas, Henry Lorin, Henlor Capital,Ltd. [59-1] amended claim (sc) (Entered: 04/08/1992)
05/23/1990	58	

06/07/2018

ADMCLO, MEMBER

**U.S. District Court
Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:89-cv-05288-LBS**

Basham v. L.F. Rothschild & CO, et al
Assigned to: Judge Leonard B. Sand
Demand: \$0
Lead case: 1:87-cv-09285-LBS
Member case: (View Member Case)
Cause: 15:78m(a) Securities Exchange Act

Date Filed: 08/04/1989
Date Terminated: 09/25/1996
Jury Demand: Defendant
Nature of Suit: 850
Securities/Commodities
Jurisdiction: Federal Question

Plaintiff**Ron Basham**

V.

Defendant**L.F. Rothschild & CO., Inc.**

represented by **Kevin T. Hoffman**
Law Offices of Kevin T. Hoffman
151 Railroad Avenue
Greenwich, CT 06830
(203)-869-8744
Fax: (203)-869-8648
Email: kth9@aol.com
LEAD ATTORNEY

Defendant**L.Rr. Rothschild, Unterberg, Tobin,
Inc.***TERMINATED: 05/04/1990***Defendant****Stanley A Aslanian****Defendant****Eugene K Laff****Defendant****Irwin Zandman****Defendant****Henlor Capital, Ltd.****Defendant**

06/02/2018

John T Moran

represented by **Bachner, Tally,Polev**
Bachner, Tally, Polevoy & Misher
380 Madison Ave.
New York, NY 10017
212/687-7000
LEAD ATTORNEY

Defendant

Capital Shares, Inc.
TERMINATED: 02/05/1993

Defendant

Haas Securities Corporation

Defendant

Henry Lorin

Defendant

Frank Shannon

Defendant

Yarrimup
(a corporation)

Defendant

Enn Kunnapas

Defendant

Linda Kunnapas

Defendant

Maureen Steffenson

Defendant

Joelle Lorin

Defendant

Matthew P. Deane

Defendant

Robert Schoenthal

Defendant

Francois J.P. Mayer

Defendant

Andrew L. Berger

06/02/2018

Defendant**Joel E. Miller****Defendant****Robert R. Errico***TERMINATED: 02/07/1990***Defendant****J.T. Moran & Co., Inc.****Defendant****Paul R. Miano****Defendant****Lawrence C. Caito***TERMINATED: 02/05/1993***Defendant****John Does 1 thru 10****Cross Claimant****L.Rr. Rothschild, Unterberg, Tobin,
Inc.****Cross Claimant****L.F. Rothschild & CO., Inc.****represented by Kevin T. Hoffman**
(See above for address)
LEAD ATTORNEY**V.****Cross Defendant****Henlor Capital, Ltd.****Cross Defendant****Capital Shares, Inc.****Cross Defendant****Henlor Capital, Ltd.****Cross Defendant****Henlor Capital, Ltd.****Cross Defendant****Henlor Capital, Ltd.**

06/02/2018

Date Filed	#	Docket Text
08/04/1989	1	COMPLAINT filed; Summons issued and Notice pursuant to 28 U.S.C. 636(c); FILING FEE \$ 120 RECEIPT # 16668 (sc) (Entered: 04/03/1992)
09/21/1989	5	ANSWER to Complaint by John T Moran, Jt Moran & Co., Inc. and Paul Miano (Attorney Bachner, Tally,Polev),; jury demand; Firm of: Bachner, Tally, Polevoy etc. by attorney (sc) (Entered: 04/03/1992)
10/16/1989	9	Notice of asgmt _ to Judge Leonard B. Sand Copy of notice and judge's rules mailed to Attorney(s) of record: Bachner, Tally,Polevoy, Ronald Hoffman . (sc) (Entered: 04/03/1992)
10/24/1989	11	ANSWER to complaint and CROSSCLAIM by L.F. . Rothschild, Unterberg and , L.F. Rothschild & CO (Attorney) against Henlor Capital, Ltd., Capital Shares, Inc., Lorin, F. Shannon, Yarrimup, Enn H. Kunnapas (sc) (Entered: 04/03/1992)
10/24/1989	12	ANSWER to complaint by defendant Matthew Dean ; jury demand and CROSSCLAIM against Henlor Capital, Ltd., Lorrin, Shannon, Yarrimup and Kunnapas. (sc) (Entered: 04/03/1992)
10/24/1989	13	ANSWER to complaint and CROSSCLAIM by defendant Robert Schoenthal (Attorney) against Henlor Capital, Ltd., Lorin, Shannon, Yarrimup and Kunnapas. Jury Trial of all cross-claims demanded. (sc) (Entered: 04/03/1992)
10/24/1989	14	ANSWER to complaint ; jury demand and CROSSCLAIM by defendant Joel Miller (Attorney against Henlor Capital, Ltd., Lorin, Shannon, Yarrimup, and Kunnapas (sc) (Entered: 04/03/1992)
02/07/1990	15	STIPULATION AND ORDER of dismissal...that all claims that Ron Basham asserted in this case are dismissed against Robert C. Errico only etc. w/o prejudice and w/o costs. So Ordered. ; (signed by Judge Leonard B. Sand) (sc) (Entered: 04/03/1992)
06/19/1990	21	ANSWER by deftendant Shannon to Crossclaims of Capital Shares Inc. and L. Caito. ; Firm of: Rosenman & Colin by attorney (sc) Modified on 04/03/1992 (Entered: 04/03/1992)
11/01/1990	23	ANSWER to Crossclaims of defendant Frank Shannon by by defendants John T. Moran and Paul Miano (Attorney Roger R. Crane) (sc) (Entered: 04/03/1992)
02/05/1991	26	ANSWER to [23-2] cross claim ; Firm of: Bachner, Tally, Polevoy etc. by attorney (sc) (Entered: 04/03/1992)
09/24/1991	28	STIPULATION and ORDER, that the time for deft Berger, Deane, Errico, Miller & Schoenthal to submit their portion of the proposed pretrial order concerning the crossclaims by deft Shannon & the individual Rothschild defts is ext. to 10/15/91, subject to receipt by Rosenman & Colin, by no later than 9/25/91, from present counsel for the individual Rothschild defts, of written advice identifying the attys who will be appearing for the individual Rothschild defts in this action. (signed by Judge Leonard B. Sand). (ar) (Entered: 09/26/1991)
09/24/1991	29	

06/07/2018

06/02/2018

ADMCLC, MEMBER

**U.S. District Court
Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:88-cv-04041-LBS-LBS**

L.F. Rothschild & CO v. Castelazo
Assigned to: Judge Leonard B. Sand
Referred to: Judge Leonard B. Sand
Demand: \$0
Lead case: [1:87-cv-09285-LBS](#)
Member case: [\(View Member Case\)](#)
Cause: 28:1332bc Diversity-Breach of Contract

Date Filed: 06/10/1988
Date Terminated: 09/25/1996
Jury Demand: None
Nature of Suit: 190 Contract: Other
Jurisdiction: Diversity

Plaintiff**L.F. Rothschild & Co. Incorporated**

represented by **Kevin T. Hoffman**
Law Offices of Kevin T. Hoffman
151 Railroad Avenue
Greenwich, CT 06830
(203)-869-8744
Fax: (203)-869-8648
Email: kth9@aol.com
LEAD ATTORNEY

V.

Defendant**Victor M Castelazo, Sr****Counter Defendant****Toni Vallen****Counter Defendant****Kuhn Brothers & Laidlaw, Inc.****Counter Defendant****Walter H. Baur****Counter Defendant****Leroy Twiste****Counter Defendant****Gottfried Von Hohenberg****Counter Defendant****Eugene K. Laff**

Counter Defendant

Stanley Aslanian, Jr.

Counter Defendant

Mark Burgess

Counter Defendant

Robert Schoenthal

Counter Defendant

Matthew P. Deane, Sr.

Counter Defendant

Francois Mayer

Counter Defendant

Andrew M. Berger

Counter Defendant

Joel Miller

Counter Defendant

Henry Lorin

Counter Defendant

Joelle Lorin

Counter Defendant

Enn Hants Kunnapas

Counter Defendant

Maureen Steffenson

Counter Defendant

Henlor Capital, Ltd.

Counter Defendant

Capital Shares, Inc.

*TERMINATED: 09/08/1994***Counter Defendant**

Lawrence C. Caito

*TERMINATED: 09/08/1994***Counter Defendant**

J.T. Moran & Co., Inc.

09/08/1994

Counter Defendant**John T. Moran****Counter Defendant****Paul R Miano****Counter Defendant****Frank Shannon****Counter Defendant****Yarrimup (A Corporation)****Counter Defendant****Jacques M. De Stadelhofen****Counter Defendant****Legal Assistant Corporation****Counter Claimant****Victor M Castelazo, Sr**

V.

Counter Defendant**L.F. Rothschild & Co. Incorporated**represented by **Kevin T. Hoffman**
(See above for address)
LEAD ATTORNEY**ThirdParty Plaintiff****L.F. Rothschild & Co. Incorporated**represented by **Kevin T. Hoffman**
(See above for address)
LEAD ATTORNEY

V.

ThirdParty Defendant**Henry Lorin****ThirdParty Defendant****Frank Shannon****ThirdParty Defendant****Enn Hants Kunnapas**

Date Filed	#	Docket Text

06/10/1988	1	NOTICE OF REMOVAL from NY State Sumpreme Court, County of New York; FILING FEE \$ 120 RECEIPT # 166993 (emil) (Entered: 06/29/1992)
06/27/1988	5	NOTICE OF CASE ASSIGNMENT to Judge Leonard B. Sand , endorsed on order of reference to Magistrate Judge. ; Copies mailed. (emil) Modified on 06/29/1992 (Entered: 06/29/1992)
07/26/1988	9	ANSWER to Complaint and COUNTERCLAIM by Victor M Castelazo Sr. against L.F. Rothschild & Co., et al (emil) (Entered: 06/29/1992)
08/01/1988	25	ANSWER by Stanley Aslanian Jr. to [9-2] counter claim ; Firm of: Gallop Dawson & Clayman by attorney Kevin T. Hoffman for counter-defendant L.F. Rothschild & Co (jr) (Entered: 07/01/1992)
09/01/1988	27	ANSWER by Robert Spira to [9-2] counter claim ; Firm of: Rabin & Strota by attorney Kevin T. Hoffman for counter-defendant Robert Spira. (jr) (Entered: 07/01/1992)
11/30/1988	43	STIPULATION and ORDER, dismissing cross-claims against LF Rothschild & Co. Inc. (signed by Judge Leonard B. Sand). (jr) (Entered: 07/01/1992)
05/15/1989	53	THIRD-PARTY COMPLAINT by L.F. Rothschild & Co against Henry Lorin, Frank Shannon, Enn Hants Kunnapas ; Third-party summons issued. (jr) (Entered: 07/01/1992)
07/06/1989	59	STIPULATION and ORDER, dismissing counterclaims against counterclaim defendant MHTC. (signed by Judge Leonard B. Sand). (jr) (Entered: 07/01/1992)
08/31/1990	127	ANSWER by L.F. Rothschild & Co, Robert Schoenthal, Matthew P. Deane Sr., Andrew M. Berger, Joel Miller to Cross-claims of counterclaim defendant Frank Shannon. ; by attorney (jr) (Entered: 07/01/1992)
04/17/1991		Memo endorsed on motion (doc. #144) ;, motion for counsel to be relieved has been granted; motion for summary judgment is denied (signed by Judge Leonard B. Sand); Copies mailed. (emil) (Entered: 02/20/1992)
09/24/1991	149	STIPULATION and ORDER, that the time for defts Berger, Deane, Errico, Miller & Schoenthal to submit their portion of the proposed pretrial order concerning the cross-claims by deft Shannon & Rothschild is ext. to 10/15/91 (signed by Judge Leonard B. Sand). (ar) (Entered: 09/26/1991)
09/24/1991	150	STIPULATION and ORDER, substituting attorney for deft L.F. Rothschild & Co. (signed by Judge Leonard B. Sand). (ar) (Entered: 09/26/1991)
10/11/1991	151	Suggestion of Death upon the Record. (emil) (Entered: 10/21/1991)
10/24/1991	152	STIPULATION and ORDER, the time for the Estate of deft Deane to submit its portion of the proposed pretrial order concerning the cross-claims by & between deft Shannon & deane is extended to 10/21/91 (signed by Judge Leonard B. Sand). (emil) (Entered: 11/01/1991)
10/30/1991		**Related case. (rb) (Entered: 10/30/1991)
11/15/1991	153	

06/02/2018

06/02/2018

ADMCLO, MEMBER

**U.S. District Court
Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:88-cv-04559-LBS**

Groel v. L.F. Rothschild, et al
Assigned to: Judge Leonard B. Sand
Demand: \$0
Lead case: 1:87-cv-09285-LBS
Member case: (View Member Case)
Cause: 18:1961 Racketeering (RICO) Act

Date Filed: 06/30/1988
Date Terminated: 09/25/1996
Jury Demand: Defendant
Nature of Suit: 470 Racketeer/Corrupt
Organization
Jurisdiction: Federal Question

Plaintiff**John T. Groel**

represented by **Jordan S. Weitberg**
Bressler, Amery & Ross
17 State Street
New York, NY 10004
(212)HA5-9300
LEAD ATTORNEY

V.

Defendant**Haas Securities Corp.****Defendant****Stanley A. Aslanian****Defendant****Eugene K. Laff**

represented by **Eugene K. Laff**
12E Weavers Hill Way
Greenwich, CT 06831
PRO SE

Defendant**Ethel Schwartz**

represented by **Rachell Sirota**
Sirota & Sirota
747 Third Avenue
New York, NY 10017
(212)759-5555
LEAD ATTORNEY

Defendant**Robert A. Spira**

represented by

06/02/2018

Rachell Sirota
(See above for address)
LEAD ATTORNEY

Defendant

Thomas W. Clegg

represented by **Rachell Sirota**
(See above for address)
LEAD ATTORNEY

Defendant

John Does 1 Thru 10

Defendant

L.F. Rothschild & Co., Inc.
TERMINATED: 04/03/1990

Defendant

Tobin Uttenberg

Defendant

**L.F. Rothschild, Unterberg &
Towbin, Inc.**
TERMINATED: 04/03/1990

ThirdParty Plaintiff

L.F. Rothschild & Co., Inc.

V.

ThirdParty Defendant

Henry Lorin

ThirdParty Defendant

Frank Shannon

represented by **Gerald Walpin**
Rosenman & Colin
575 Madison Avenue
New York, NY 10022
940-8800
LEAD ATTORNEY

ThirdParty Defendant

Enn Hants Kunnapas

Defendant

Henry Lorin

Defendant

Frank Shannon

TERMINATED: 02/10/1992

Defendant

Enn Hants Kunnapas

Defendant

Maureen Steffenson

Defendant

Joelle Harris

Defendant

Matthew P. Deane, Sr.

TERMINATED: 04/03/1990

represented by **Thomas J Kavalier**

Cahill Gordon & Reindel, LLP

80 Pine St

NY, NY 10005

701-3000

Email: tkavalier@cahill.com

TERMINATED: 04/03/1990

LEAD ATTORNEY

Defendant

Robert Schoenthal

TERMINATED: 04/03/1990

represented by **Thomas J Kavalier**

(See above for address)

TERMINATED: 04/03/1990

LEAD ATTORNEY

Defendant

Francois J.P. Mayer

TERMINATED: 04/03/1990

Defendant

Andrew L. Berger

TERMINATED: 04/03/1990

Defendant

Joel E. Miller

TERMINATED: 04/03/1990

represented by **Thomas J Kavalier**

(See above for address)

TERMINATED: 04/03/1990

LEAD ATTORNEY

Defendant

Robert R. Errico

TERMINATED: 02/07/1990

Date Filed	#	Docket Text
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06/02/2018

06/30/1988		Original file, certified copy of transfer order and docket sheet received from District of New Jersey (emil) (Entered: 06/08/1992)
06/30/1988		Mailed Rules 2 & 3 (emil) (Entered: 06/08/1992)
06/30/1988	1	ORDER, transferring case to the USDC, Southern Dist. of NY (emil) (Entered: 06/08/1992)
07/27/1988	5	AMENDED COMPLAINT by John T. Groel , (Answer due 8/9/88 for Rothschild, Unterber, for Stanley A. Aslanian, for Thomas W. Clegg, for Haas Securities Corp, for John Does 1 Thru 10, for L.F. Rothschild & Co, for Eugene K. Laff, for Ethel Schwartz, for Robert A. Spira, for Tobin Uttenberg) amending ; Summons issued. (emil) (Entered: 06/08/1992)
08/24/1988	36	ANSWER to Complaint by Ethel Schwartz (Attorney Rachell Sirota), ; by attorney Rachell Sirota for defendant Ethel Schwartz (emil) Modified on 06/08/1992 (Entered: 06/08/1992)
08/24/1988	37	ANSWER by Robert A. Spira (Attorney Rachell Sirota) to second amended complaint ; by attorney Rachell Sirota for defendant Robert A. Spira (emil) Modified on 06/08/1992 (Entered: 06/08/1992)
08/24/1988	38	ANSWER by Thomas W. Clegg (Attorney Rachell Sirota) to second amended complaint ; by attorney Rachell Sirota for defendant Robert A. Spira (emil) (Entered: 06/08/1992)
08/31/1988	39	ANSWER by Stanley A. Aslanian to amended complaint (emil) (Entered: 06/08/1992)
09/08/1988	42	ANSWER to Complaint & Counterclaims by L.F. Rothschild & Co, Rothschild, Unterber; Firm of: Cahill, Gordon & Reindel (emil) (Entered: 06/08/1992)
09/20/1988	44	AMENDED ANSWER to Complaint by L.F. Rothschild & Co, Rothschild, Unterber : amends [42-1] answer (emil) (Entered: 06/08/1992)
09/28/1988	46	ANSWER to Complaint and Cross-Claims by Eugene K. Laff, appearing Pro Se (emil) Modified on 06/08/1992 (Entered: 06/08/1992)
10/06/1988	48	ANSWER by John T. Groel to Amended Counterclaim of deft L.F. Rothschild & Co. ; Firm of: Bressler Amery & Rothenberg (emil) (Entered: 06/08/1992)
11/30/1988	49	ORDER, cross-claimants Ethel Schwartz, Robert Spira and Thomas Clegg voluntarily dismiss w/ prejudice (except as set forth in agreement dated 11/3/88) their cross-claims against L.F. Rothschild & Co. (signed by Judge Leonard B. Sand); Copies mailed (emil) (Entered: 06/08/1992)
02/17/1989	52	Notice of asgmt. to Judge Leonard B. Sand. Copy of notice and judge's rules mailed to Attorney(s) of record (emil) (Entered: 06/08/1992)
05/15/1989	53	THIRD-PARTY COMPLAINT & Counterclaims by L.F. Rothschild & Co against Henry Lorin, Frank Shannon, Enn Hants Kunnapas ; Third-party summons issued. (emil) (Entered: 06/08/1992)
05/19/1989	54	

2017/06/09

		AMENDED COMPLAINT by John T. Groel , (Answer due 6/1/89 for Rothschild, Unterber, for Stanley A. Aslanian, for Thomas W. Clegg, for Haas Securities Corp, for John Does 1 Thru 10, for L.F. Rothschild & Co, for Eugene K. Laff, for Ethel Schwartz, for Robert A. Spira, for Tobin Uttenberg) amending [5-1] amended complaint against Henry Lorin, Frank Shannon, Enn Hants Kunnapas, Maureen Steffenson, Joelle Harris, Matthew P. Deane Sr., Robert Schoenthal, Francois J.P. Mayer, Andrew L. Berger, Joel E. Miller, Robert R. Errico; Summons issued. (emil) (Entered: 06/08/1992)
07/17/1989	58	ANSWER, Counterclaims & Cross Claims by L.F. Rothschild & Co, Rothschild, Unterber to second amended complaint (emil) (Entered: 06/08/1992)
08/21/1989	62	ANSWER by Matthew P. Deane Sr. (Attorney Thomas J. Kavalier) to second amended complaint and cross-claims ; Firm of: Cahill Gordon & Reindel by attorney Thomas J. Kavalier for defendant Matthew P. Deane Sr. (emil) Modified on 06/08/1992 (Entered: 06/08/1992)
08/21/1989	63	ANSWER by Joel E. Miller (Attorney Thomas J. Kavalier) to second amended complaint & cross-claims; Firm of: Cahill Gordon & Reindel by attorney Thomas J. Kavalier for defendant Matthew P. Deane Sr. (emil) Modified on 06/08/1992 (Entered: 06/08/1992)
08/21/1989	64	ANSWER by Robert Schoenthal (Attorney Thomas J. Kavalier) to second amended complaint & cross-claims; Firm of: Cahill Gordon & Reindel by attorney Thomas J. Kavalier for defendant Matthew P. Deane Sr. (emil) Modified on 06/08/1992 (Entered: 06/08/1992)
02/07/1990	75	STIPULATION and ORDER, dismissing all claims against Robert C. Errico (signed by Judge Leonard B. Sand). (emil) (Entered: 06/08/1992)
03/30/1990	76	ANSWER by Frank Shannon (Attorney Gerald Walpin) to second amended complaint & cross-claim; jury demand ; Firm of: Rosenman & Colin (emil) Modified on 06/08/1992 (Entered: 06/08/1992)
04/03/1990	77	STIPULATION and ORDER, dismissing all claims asserted by pltff as to debts Rothschild w/ prejudice and without cost...all counterclaim asserted by Rothschild against pltff are dismissed w/ prejudice and without costs (signed by Judge Leonard B. Sand). (emil) (Entered: 06/08/1992)
04/03/1990	78	STIPULATION and ORDER, dismissing all claims asserted by pltff against debts Berger, Deane, Mayer, Miller & Schoenthal w/ prejudice and without costs (signed by Judge Leonard B. Sand). (emil) (Entered: 06/08/1992)
02/05/1991	84	ANSWER by Robert Schoenthal, Francois J.P. Mayer, Andrew L. Berger, Joel E. Miller, Robert R. Errico to cross-claims of Frank Shannon (emil) (Entered: 06/08/1992)
09/24/1991	86	STIPULATION and ORDER, that the time for debts Berger, Deane, Errico, Miller & Schoenthal to submit their portion of the proposed pretrial order concerning the cross-claims by debt Shannon & Rothschild is ext. to 10/15/91 (signed by Judge Leonard B. Sand). (ar) (Entered: 09/26/1991)
09/24/1991	87	

0107/20/90

06/02/2018

ADMCLO, MEMBER

**U.S. District Court
Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:88-cv-01622-LBS**

Landau v. Vallen
Assigned to: Judge Leonard B. Sand
Demand: \$0
Lead case: 1:87-cv-09285-LBS
Member case: (View Member Case)
Cause: 15:78m(a) Securities Exchange Act

Date Filed: 03/09/1988
Date Terminated: 09/25/1996
Jury Demand: None
Nature of Suit: 850
Securities/Commodities
Jurisdiction: Federal Question

Plaintiff**Solange Landau**

V.

Defendant**Toni Vallen****Defendant****Lf Rothschild & CO Inc.****Defendant****Henry Lorkin****Defendant****Frank Shannon***TERMINATED: 04/23/1992***Defendant****Enn Hants Kunnapas****Defendant****Haas Securities Corp.****Defendant****Eugene K Laff****Defendant****L.F. Rothschild & Co., Inc.**

represented by **Kevin T. Hoffman**
Law Offices of Kevin T. Hoffman
151 Railroad Avenue
Greenwich, CT 06830
(203)-869-8744

Fax: (203)-869-8648
Email: kth9@aol.com
LEAD ATTORNEY

Defendant**Robert Schoenthal**

represented by **Robert Schoenthal**
955 Park Avenue
New York, NY 10028
PRO SE

Defendant**Matthew R Deane****Defendant****Francois Mayer****Defendant****Robert R Errico****Defendant****Andrew L. Berger**

represented by **Andrew L. Berger**
PRO SE

Andrew Berger
Andrew L. Berger
787 Seventh Avenue
4th Floor
New York, NY 10019
LEAD ATTORNEY

Defendant**Joel Miller**

represented by **Joel Miller**
2 Renee Court
Edison, NJ 08820
(908)548-7551
PRO SE

Defendant**Henry Lorin****Defendant****Henlor Capital Ltd.****Defendant****Joelle Harris****Defendant****Enn Kunnapas**

Defendant**Linda Kunapas****Defendant****Toni Vallen****Defendant****Maureen Steffenson****Defendant****Irwin Zandman****Defendant****Capital Shares Inc.**represented by **Michael E. Quiat**

Uscher, Quiat, Uscher & Russo, P.C
433 Hackensack Avenue
Hackensack, NJ 07601
(201)-342-7100
Fax: (201)-342-1810
Email: mquiat@uqur.com
LEAD ATTORNEY

Defendant**Lawrence Caito****Defendant****H Clinton Pollack***TERMINATED: 03/30/1992***Defendant****Yarrimup****Defendant****J.T. Moran & CO Inc.****Defendant****John T Moran***TERMINATED: 02/28/1992***Defendant****Paul R Miano****Defendant****Jacquest M DE Stadelhofen****Defendant****John Doe**

01/07/2017

06/02/2018

STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
*Deputy Secretary
for Commercial Recordings*



Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

August 15, 2017

Job Number: C20170815-2047
Reference Number: 00010721109-01
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20100152364-34	Articles of Incorporation	1 Pages/1 Copies
20100763966-60	Amendment	2 Pages/1 Copies
20140085361-50	Stock Split	1 Pages/1 Copies
20140085363-72	Amendment	1 Pages/1 Copies
20150328946-00	Stock Split	1 Pages/1 Copies
20150328947-11	Amendment	1 Pages/1 Copies
20160074460-60	Amendment	2 Pages/1 Copies
20160074461-71	Certificate of Designation	6 Pages/1 Copies
20160100893-60	Certificate of Correction	1 Pages/1 Copies
20170105886-98	Merge In	6 Pages/1 Copies

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Fax (775) 684-7138

LOOP 000012

08/15/2017



Certified By: Christine Rakow
Certificate Number: C20170815-2047
You may verify this certificate
online at <http://www.nvsos.gov/>

Respectfully,

Barbara K. Cegavske

Barbara K. Cegavske
Secretary of State


06/07/2018



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 4
Carson City, Nevada 89701-4520
(775) 684 5708
Website: www.nvsos.gov



Articles of Incorporation

(PURSUANT TO NRS CHAPTER 78)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 20100152364-34 Filing Date and Time 03/11/2010 10:00 AM Entity Number E0108512010-6
---	---

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	Radikal Phones Inc.
2. Registered Agent for Service of Process: (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent: <u>Business Filings Incorporated</u> Name <input type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Street Address _____ City _____ Nevada _____ Zip Code _____ Mailing Address (if different from street address) _____ City _____ Zip Code _____
3. Authorized Stock: (number of shares corporation is authorized to issue)	Number of shares with par value: <u>50,000,000</u> Par value per share: \$ <u>0.001</u> Number of shares without par value: _____
4. Names and Addresses of the Board of Directors/Trustees: (each Director/Trustee must be a natural person at least 18 years of age; attach additional page if more than two directors/trustees)	1) <u>Fadi Zeidan</u> Name <u>11037 Warner Ave, Suite 132</u> <u>Fountain Valley</u> <u>CA</u> <u>92708</u> Street Address City State Zip Code 2) _____ Name _____ Street Address City State Zip Code
5. Purpose: (optional; see instructions)	The purpose of the corporation shall be: To engage in any lawful act or activity for which a corporation may be organized under Chapter 78 of NRS.
6. Name, Address and Signature of Incorporator: (attach additional page if more than one incorporator)	<u>The Nevada Company</u>  <u>Mark Williams, AVP</u> Name Incorporator Signature <u>8040 Excelsior Dr. Ste 200</u> <u>Madison</u> <u>WI</u> <u>53717</u> Address City State Zip Code
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. <input checked="" type="checkbox"/>  <u>Mark Williams, AVP, Business Filings Incorporated</u> <u>March 11, 2010</u> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 78 Articles
Revised: 4-10-09

LOOP 000014

06/02/2018

STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
Deputy Secretary
for Commercial Recordings



Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

August 15, 2017

Job Number: C20170815-2047
Reference Number: 00010721109-01
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

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LOOP 000012



Certified By: Christine Rakow
Certificate Number: C20170815-2047
You may verify this certificate
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Respectfully,

Barbara K. Cegavske

Barbara K. Cegavske
Secretary of State


06/02/2018



ROSS MILLER
 Secretary of State
 204 North Carson Street, Suite 1
 Carson City, Nevada 89701-4620
 (775) 884-5708
 Website: www.nvsos.gov



090201

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 20100763966-60 Filing Date and Time 10/07/2010 8:30 AM Entity Number E0108512010-6
---	--

Certificate of Amendment
 (PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
 (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

RADIKAL PHONES INC.

2. The articles have been amended as follows: (provide article numbers, if available)

Article 1 of the Articles of Incorporation is hereby amended by deleting in its entirety the present Article 1 and substituting in lieu thereof the following new Article 1:

"1. Name of Corporation: FIRST AMERICAN GROUP INC."

The Articles of Incorporation of the Corporation is hereby amended by adding the following new Article 8:
 [continued on following page]

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 2,000,000

4. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X

Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After
 Revised: 3-6-09

10/27/2010

**PAGE 2
OF
CERTIFICATE OF AMENDMENT
(PURSUANT TO NRS 78.385 AND 78.390)
OF
RAKAL PHONES INC.**

8. Acquisitions of Controlling Interest and Interested Stockholders

8.1 Acquisition of Controlling Interest. The Corporation elects not to be governed by NRS 78.378 to 78.3793.

8.2. Combinations with Interested Stockholders. The Corporation elects not to be governed by NRS 78.411 to 78.444.

8102/70/90

06/02/2018

SEE LIST →

MarketWatch

SEARCH (

TD Ameritrade
INTRODUCING
24/5 TRADING

LOOP U.S.: Nasdaq

Join TD Ameritrade

Loop Industries Inc.**+ WATCH**

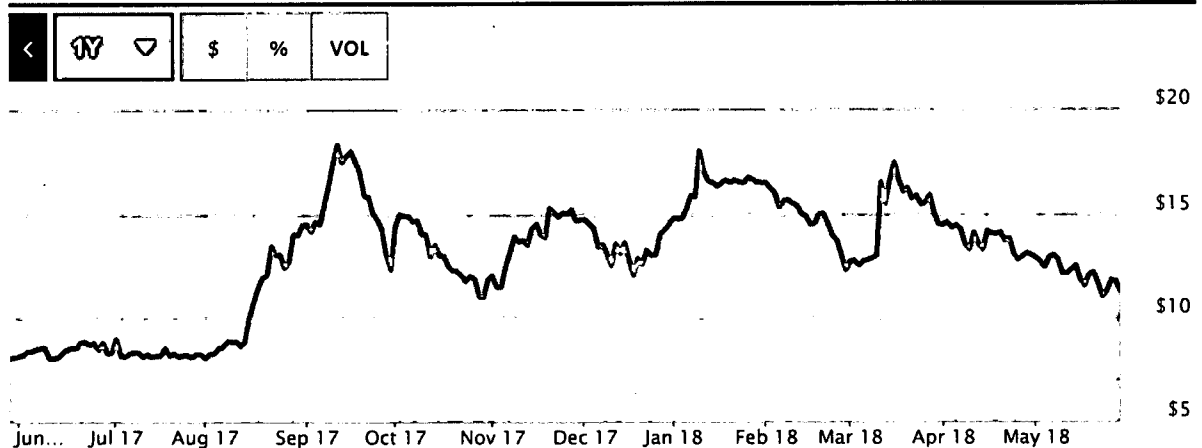
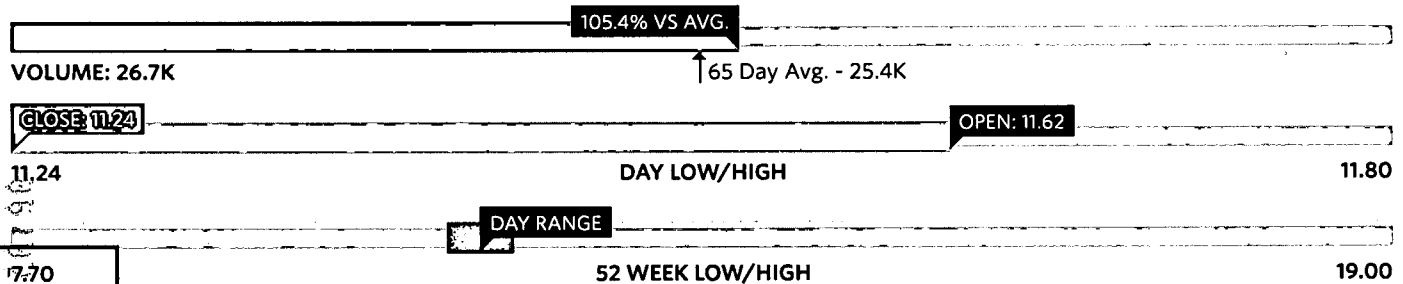
Last Updated: May 29, 2018 4:00 p.m. EDT • Delayed quote

CLOSED

\$11.24

▼ -0.48 -4.10%

PREVIOUS CLOSE

\$11.72**ADVANCED CHARTING**

OVERVIEW

PROFILE

CHARTS

FINANCIALS

HISTORICAL QUOTES

ANALYST ESTIMATES

OPTIONS

SEC FILINGS

INSIDERS

KEY DATA

OPEN

\$11.62

P/E RATIO

N/A

DAY RANGE

11.24 - 11.80

EPS

\$-0.43

52 WEEK RANGE

7.70 - 19.00

YIELD

N/A

MARKET CAP

\$395.78M

DIVIDEND

N/A

SHARES OUTSTANDING

32.81M

EX-DIVIDEND DATE

N/A

PUBLIC FLOAT

11.73M

SHORT INTEREST

347.49K 05/15/18

BETA

-0.31

% OF FLOAT SHORTED

2.96%

REV. PER EMPLOYEE

N/A

AVERAGE VOLUME

25.37K

PERFORMANCE

5 Day

| -0.09%

1 Month

■ -11.29%

3 Month

■ -8.32%

YTD

■ -22.38%

1 Year

39.64% ■

RECENT NEWS

MarketWatch

Other Dow Jones

No Headlines Available

MORE TOOLS. LESS FEES.

TD Ameritrade

10-K: LOOP INDUSTRIES, INC.

May. 14, 2018 at 5:20 p.m. ET on Edgar Online - (EDG = 10Q, 10K)

10-K/A: LOOP INDUSTRIES, INC.

Jan. 12, 2018 at 5:32 p.m. ET on Edgar Online - (EDG = 10Q, 10K)

10-Q: LOOP INDUSTRIES, INC.

Jan. 12, 2018 at 5:29 p.m. ET on Edgar Online - (EDG = 10Q, 10K)

10-Q: LOOP INDUSTRIES, INC.

Oct. 11, 2017 at 6:06 a.m. ET on Edgar Online - (EDG = 10Q, 10K)

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Zacks Investment Research

dianomi

10-Q: LOOP INDUSTRIES, INC.

Jul. 14, 2017 at 4:20 p.m. ET on Edgar Online - (EDG = 10Q, 10K)

LOOP INDUSTRIES INC.

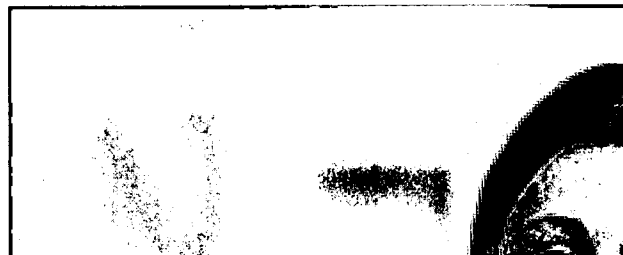
Loop Industries, Inc. engages in the manufacture of purified terephthalic acid and ethylene glycol. It produces chemicals for the polyethylene terephthalate plastic which is found in beverage bottles, consumer packaging, and polyester fiber. The company was founded by Daniel Solomita and is headquartered in Terrebonne, Canada.

COMPETITORS

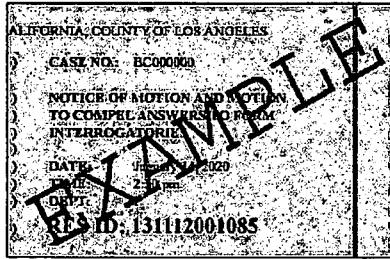
NAME	CHG %	MARKET CAP
Insight Enterprises Inc.	-0.96%	\$1.66B
ManTech International Corp. CI A	-0.62%	\$2.11B
BSQUARE Corp.	3.62%	\$43.78M
CA Inc.	-0.79%	\$14.81B
VirnetX Holding Corp.	3.28%	\$187.41M

Competitor Data Provided By  Capital Cube**PARTNER CONTENT**

8/10/2018



THIS IS YOUR CRS RECEIPT

INSTRUCTIONS
Please print this receipt and attach it to the corresponding motion/document as the last page. Indicate the Reservation ID on the motion/document face page (see example). The document will not be accepted without this receipt page and the Reservation ID.


RESERVATION INFORMATION

Reservation ID: 180215290470
Transaction Date: March 23, 2018
Case Number: BC648640
Case Title: HENRY LORIN ET AL VS LOOP INDUSTRIES INC ET AL
Party: SOLOMITA DANIEL (Defendant/Respondent)
Courthouse: Stanley Mosk Courthouse
Department: 036
Reservation Type: Motion for Summary Judgment
Date: 8/13/2018
Time: 08:30 am

FEE INFORMATION (Fees are non-refundable)

Description	Fee
Reschedule Fee - Motion for Summary Judgment	\$20.00
Total Fees:	Receipt Number: 1180323K4283 \$20.00

PAYMENT INFORMATION

Name on Credit Card: Diane M Siston
Credit Card Number: XXXX-XXXX-XXXX-0873

A COPY OF THIS RECEIPT MUST BE ATTACHED TO THE CORRESPONDING MOTION/DOCUMENT AS THE LAST PAGE AND THE RESERVATION ID INDICATED ON THE MOTION/DOCUMENT FACE PAGE.

8107270190