

Objections to nomination of David Cunis to a higher court

Preface

Judges are the ultimate authority of the law, whether it is state law, federal law, or the Constitution. As such, judges must abide by those laws, otherwise our society is built upon sand and ultimately will collapse. I was the victim of a judge who did not follow the law, but made rulings without legal basis. I will not speculate regarding his reasons for disregarding the law, but will present the facts and cite the laws which he has disregarded.

I will present three sections: First, a summary of events; Second, details of the judge's actions that violated the law; Third, the impact that his ruling has had upon my life and the lives of others.

Summary of events

During September 2001, my small business suffered a catastrophic financial loss that nearly destroyed the business. During the last quarter of that year, I was unable to pay my quarterly withholding taxes to the IRS. By the beginning of 2003, the company was nearly recovered. I projected that by the middle of the year, I would be caught up with everybody. But in February the IRS agent demanded that I appear at her office. During the meeting she did nothing but berated me. I showed her a contract that was completed which was sufficient to pay most of the back taxes, but she said that it was a forgery and that I was nothing but a liar. She asked if I had any money in my account and I told her that I had enough money for payroll, which she demanded be given to the IRS. The agent demanded the balance of taxes due within two weeks.

I hired a tax lawyer to resolve the issue with the IRS. I signed a power-of-attorney so that he could negotiate with the IRS agent. Two-and-a-half weeks after my visit with the IRS, I received the payment sufficient to pay the IRS in full. I notified the tax lawyer to tell the IRS that payment would be made just as soon as the check cleared.

Two weeks later, the tax lawyer advised me that the IRS refused my payment because the agent hated me. He said that the IRS would seize my business the following day unless I filed for Chapter 11 bankruptcy. He never looked at the company books since there was no choice but to file for bankruptcy to prevent IRS seizure. The bankruptcy had nothing to do with the financial condition of the company; the bankruptcy was only to prevent the illegal seizure of the company by the IRS.

Once in bankruptcy, I had to hire a member of the tax/bankruptcy lawyer's staff and had to pay him such large wages that I ran out of money and had to close the business. In order to pay all of the legal fees, I had to sell the building that housed the business and close the business permanently.

Shortly after I closed the business, General Electric filed a lawsuit against me claiming that they were not paid. I asked the tax/bankruptcy lawyer for help, but he refused because he had already been paid and demanded to be rehired before he would help. I had no money to rehire him. I downloaded the documents from the bankruptcy through PACER and found in the financial page a list of creditors. General Electric had been paid and the debt discharged. When I presented the documents to the General Electric lawyer, she dropped the lawsuit and I presume that she advised General Electric that the debt had been discharged.

I decided to investigate the bankruptcy and contacted the Inspector General for Tax Administration (IGTA) and the Taxpayer Advocate (TA). The TA found that the tax/bankruptcy lawyer had not contacted the IRS until after filing for bankruptcy even though the tax/bankruptcy lawyer claimed to have contacted the IRS weeks earlier. The IGTA claimed that the IRS never refused my payment and there was no order to seize the business. The IGTA agent recommended that I file a complaint with the Massachusetts Board of Bar Overseers (BBO) to resolve the issues.

Since federal crimes had been committed, I went to the FBI. The agent told me that they do not have jurisdiction to investigate lawyers. They told me to go to the BBO. I contacted the Massachusetts Attorney General and was told to hire a lawyer. Since part of the crime took place in New Hampshire, I contacted the New Hampshire Attorney General and they told me that the FBI has jurisdiction.

I filed a complaint with the BBO charging the tax/bankruptcy lawyer with tax fraud, bankruptcy fraud, perjury and embezzlement. After nine months, the BBO exonerated the tax/bankruptcy lawyer of all charges, but refused to show the evidence to support their conclusions. The BBO claimed that the IRS was going to seize the business because I failed to pay my employees and creditors. The reason that I failed to pay my employees was because the IRS agent demanded the money intended for my employees. Regarding my creditors, they were either paid or expecting payment. My receivables, work-in-progress, and existing contracts exceeded my payables. There was no justification to seize the business as stated by the BBO. The BBO did not address the issue of General Electric, implying that the tax/bankruptcy lawyer had paid them as stated in the bankruptcy documents. It seemed that there was no further action that I could take.

A year later, General Electric “sold” the account to a straw-man who could claim ignorance about the bankruptcy. He filed a lawsuit against me, again claiming that General Electric was never paid. I sent to him a copy of the financial report from the bankruptcy and he filed a lawsuit against me. I sent to the court a copy of the report from the BBO. Then I filed a formal request for documents from the BBO requesting the documents upon which they based their conclusions; again the BBO refused. I next made a written motion to the judge to compel discovery; the judge ignored my motion. The lawyer for General Electric demanded summary judgment. I responded by showing documents proving that perjury had been committed and money had been embezzled, either by the tax/bankruptcy lawyer or within General Electric.

The judge ruled that I am legally responsible for the missing funds. To my knowledge, he did not report the perjury and embezzlement to any federal agency as required by law and ethical standards.

I wrote a letter to the office of the US Attorney. (It was probably not well written. I am not a lawyer and this is too personal to be objective and dispassionate.) A few months later, some deputy sheriffs paid an early morning visit to my eighty-year-old parents and conducted a warrantless search behind their home looking for something to seize for General Electric.

I asked my local police to accept a crime report against the sheriff's department, but they refused. Finally, after some threats to the chief, they took a complaint. Months later, I read in the newspaper that the sheriff was found dead with a bullet in his brain, an apparent suicide. Later, I read the article a little more carefully and found doubt that it was a suicide. There was a motive and several people whose career could have been damaged if there was an investigation of the illegal search.

I called the FBI and the agent rudely told me that the death of the sheriff is a civil matter. I called the Massachusetts Attorney General and their lawyer told me that the Attorney General does not have the resources to investigate a suspicious death. I was told to contact the Lawyer Referral Service (LRS). The LRS assigned a civil litigator to my case and he pushed papers until most of the statutes of limitations had expired and then he quit. He did not take any action to investigate the perjury and embezzlement, nor the misconduct of the tax/bankruptcy lawyer, the General Electric lawyer, or the judge. He was either intimidated, felt intimidated, corrupt or incompetent. I was afraid to take action myself for fear of harm to my parents. I tried, unsuccessfully, to find an affordable lawyer who would resolve these legal issues. I wrote to all of my elected officials, but most ignored my letters. Since then, both of my parents have passed away and so now, I am speaking out.

Misconduct by the judge

There are three legal tenants that were violated by the judge.

First: General Electric filed suit in state court to vacate a debt that was discharged by a federal bankruptcy court.

In the US Constitution, Article I Section 8 states, in part: *The Congress shall have Power ... To establish ... uniform Laws on the subject of Bankruptcies throughout the United States;*

Congress established the bankruptcy courts to provide uniform bankruptcy laws.

Article III Section 1 states, in part: *The judicial Power of the United States, shall be vested ... in such inferior Courts as the Congress may from time to time ordain and establish.*

A state court does not have jurisdiction to overturn a bankruptcy court; only a court established by Congress has authority regarding bankruptcy. General Electric should have filed their complaint with the bankruptcy court, which they chose not to do.

Second: The judge denied full discovery by ignoring my request to compel discovery by the BBO. When the BBO exonerated the tax/bankruptcy lawyer of my charges of perjury and embezzlement, that should have determined who embezzled the money, but the BBO refused to provide the evidence upon which they drew their conclusion, thus it could not be determined which party committed perjury and embezzlement. By ignoring my written motion, the judge denied me due process of law. The written motion to compel is attached.

Amendment V of the Constitution states, in part: *No person shall ... be deprived of life, liberty, or property, without due process of law;*

Amendment XIV Section 1 of the Constitution states, in part: *nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.*

Third: I presented to the judge an objection to summary judgment which I have attached. I handed this document to the clerk and I watched her hand it to the judge. The judge glanced at the document. The document contained a sworn statement by General Electric claiming that they never received the payment settling the debt as prescribed by the bankruptcy court. Also, in that document was the sworn financial report from the bankruptcy indicating that the debt was paid and the debt discharged. Included was a summary from the BBO exonerating the tax/bankruptcy lawyer. There could be no doubt that perjury and embezzlement had been committed.

United States Code, Chapter 18 states: *§ 4. Misprision of felony[:] Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.*

Note that the terms “cognizable by a court of the United States” and “some judge or other person in civil or military authority under the United States” refer to federal courts and federal authorities and thus the state judge is bound by this federal law.

Attached is a template for jury instructions for a misprision of a felony trial. There are five elements required for conviction:

First, a federal felony was committed, as charged in the indictment; Perjury and embezzlement by a federally chartered bank is a federal offence. Bankruptcy fraud is also a federal offence. No matter which party committed perjury, the perjury and embezzlement were federal crimes.

Second, the defendant had knowledge of the commission of that felony; The documents presented to the judge were two sworn documents that contradicted each other and there was no explanation for the missing funds.

Third, the defendant had knowledge that the conduct was a federal felony; Judges are aware that perjury and embezzlement are federal offenses when conducted by a federally chartered bank or during a bankruptcy.

Fourth, the defendant failed to notify a federal authority as soon as possible; Had the judge notified the appropriate federal authorities, it would have been part of the court record.

Fifth, the defendant did an affirmative act, as alleged, to conceal the crime; The judge ruled in favor of General Electric knowing that perjury had been committed, possibly by General Electric. He completely ignored the crimes and never acknowledged the perjury and embezzlement. I said at the outset of this document that I would not speculate on motive. I will respond only with the question: Cui Bono?

There was little about this trial that was legal and proper. The judge showed disregard to the law and the Constitution. Since I could not afford a lawyer and did not know court procedures, I could only watch the event unfold.

Victim Statement

The judgment in this case has devastated me and I will never recover. The bankruptcy destroyed my business and wiped out my life savings. This lawsuit by General Electric destroyed my career. Because of the judgment, General Electric can take anything that they can grab and sell; I am not safe to own any property such as a business, a car or land that is not covered by the Homestead Act. Furthermore, I lived in fear that General Electric could do harm to my elderly parents. Now that my parents have passed away, I have nothing to fear. I do not know if the death of the sheriff was the result of my complaint or if it was coincidental, but I do know that his death was not properly investigated, otherwise the deputies and General Electric would have been investigated as well.

Thus far, I have lost twenty years of my life because of the bankruptcy and the judgment against me in this lawsuit. People who depended upon my business: my employees, my customers (blind people), and my suppliers were also victims. I see no future and the degradation of my health leaves me with no hope.

The criminal statute of limitations is five, six or ten years depending upon the jurisdiction and the crime, but the civil statute of limitations for a judgment is twenty years. By the time that the statute of limitations expires for this judgment, I will be in my eighties, if even I am still alive. Since my health has deteriorated during the past twenty years since the bankruptcy, it is unlikely that I will live to see the judgment expire.

A judge cannot be condemned for his rulings, but he can be challenged for ignoring the Constitutional rights of those whom he is judging and for violating federal law. I can only guess how many people in our society have been victimized as I have been. I can only wonder how many people have lost their career and peace-of-mind, as I have, because of this one judge. If he is appointed to a higher court, he could harm even more people.

Because of the bankruptcy, I lost my business and my life savings. General Electric, lost a few thousand dollars, and so General Electric, under Jeffrey Robert Immelt, decided to ruin my life. With the facilitation of Judge Cunis, they succeeded.

Judge David Cunis should never have been appointed to the court; he should never be assigned to a higher court.

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

AYER DISTRICT COURT
DOCKET NUMBER 0748CV0568

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

REQUEST FOR DOCUMENTS

Defendant requests, pursuant to Massachusetts Civil Procedure Rule 34, that the Massachusetts Board of Bar Overseers (BBO) produce the following documents by delivering them to the office of the Defendant within 30 days from the date of service of this Request.

The following document requests pertain to investigations B2-06-0222 and B2-06-(9)222 of attorney George Nader.

1. A list of all witnesses, including, but not limited to, individuals, corporations, and government entities that were contacted during this investigation.
2. Transcripts or notes from the interviews of these witnesses.
3. A list of all documents that were examined during this investigation.
4. Copies of all documents, except those known to be in the possession of the Defendant.
5. The document(s) that prove that the IRS refused the Defendant's payment and would have seized the business even if the taxes had been paid in full.
6. A record of all communications by the BBO with the Internal Revenue Service, including, but not limited to, written correspondence, telephone conversations, FAXes, and e-mails.

7. A record of all communications by the BBO with the New Hampshire Department of Revenue, including, but not limited to, written correspondence, telephone conversations, FAXes, and e-mails.
8. A record of all communications by the BBO with the GE Capital Corporation, including, but not limited to, written correspondence, telephone conversations, FAXes, and e-mails.
9. Since there was a financial discrepancy in the bankruptcy, an audit was mandatory in a competent investigation. The Defendant requests a copy of the audit.
10. A list of complaints filed by other individuals or entities against George Nader.
11. The criminal investigation performed by the United States Treasury Inspector General exonerated the IRS agent. The IG agent recommended an investigation of attorney Nader by the BBO. The Defendant requests documents to show that Bruce Eisenhut is qualified to conduct a criminal investigation.

Frank P. Karkota, Jr. Pro Se
17 Cowdry Hill Road
Westford, MA 01886

~~978-399-0091~~

DATE: November 24, 2007

CERTIFICATE OF SERVICE

I, Frank P. Karkota, Jr. pro se, hereby certify that I have, this November 24, 2007, mailed a copy of the above request for documents, postage prepaid, The Massachusetts Board of Bar Overseers, 99 High Street, Boston, MA 02110 and to the Plaintiff's attorney, Brian Aylward, 5 Essex Green Drive, Peabody, MA 01960

Frank P. Karkota, Jr. Pro Se



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MARTHA COAKLEY
ATTORNEY GENERAL

(617) 727-2200
www.ago.state.ma.us

November 30, 2007

Frank P. Karkota, Jr.
17 Cowdry Hill Road
Westford, MA 01886

Re: Troy Capital, LLC, Assignee of Easy Loan Corporation, Assignee of GE Capital
Financial Inc. v. Frank P. Karkota, Jr., Ayer District Court, No. 0748-CV-0568

Dear Mr. Karkota:

Enclosed please find the Request for Documents you served on the Attorney General in the above-referenced case. The Board of Bar Overseers is not a party to this case and therefore is not subject to Mass. R. Civ. P. Rule 34. I am returning these materials to you for whatever action you deem appropriate

Very truly yours,

A handwritten signature in black ink, appearing to read "W. W. Porter".

William W. Porter
Chief, Administrative Law Division
(617) 727-2200, ext. 2976

WWP/sc
Enclosure



COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

AYER DISTRICT COURT
DOCKET NUMBER 0748CV0568

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

DEFENDANT’S REQUEST THAT THE COURT COMPELL DISCOVERY

The Defendant requests that the court order the Massachusetts Board of Bar Overseers (BBO) to produce documents relevant to this case. Both the BBO and the Massachusetts Attorney General have refused the Defendant’s request. The Defendant requests:

1. All correspondence between the BBO and GE CAPITAL FINANCIAL INC.
2. All BBO internal notes, correspondence, memorandum and records regarding the investigation by the BBO of the Defendant’s bankruptcy attorneys as it relates to GE CAPITAL FINANCIAL INC.
3. The audit of the bankruptcy of which GE CAPITAL FINANCIAL INC was a creditor.

Attached exhibits are the complaint filed against the Defendant’s bankruptcy attorneys with the BBO, all written correspondence related to the complaint, and the response from the BBO, including responses by the Defendant’s bankruptcy attorneys. And the refusal from the Massachusetts Attorney General to the Defendant’s request for documents.

The refusal to refuse to provide these documents is invalid as noted: **Rule 34 (c) Persons Not Parties.** This rule does not preclude an independent action against a person not a party for production of documents and things and permission to enter upon land.

The Defendant considers these documents essential to his defense.

Frank P. Karkota, Jr.
Pro Se
17 Cowdry Hill Road
Westford, MA 01886
~~978-392-0091~~

January 30, 2008

CERTIFICATE OF SERVICE

I, Frank P. Karkota, Jr. pro se, hereby certify that I have, this January 30, 2008, mailed a copy of the above request for documents, postage prepaid, to the Plaintiff's attorney, Brian Aylward, 5 Essex Green Drive, Peabody, MA 01960

Frank P. Karkota, Jr. Pro Se

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RULES OF DOMESTIC RELATIONS PROCEDURE

Domestic Relations Procedure Rule 34: Production of documents and things and entry upon land for inspection and other purposes

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(a) Scope

Any party may serve on any other party a request (1) to produce and permit the party making the request, or someone acting on his behalf, to inspect and copy, any designated documents (including writings, drawings, graphs, charts, photographs, phono-records, and other data compilations from which information can be obtained, translated, if necessary, by the respondent through detection devices into reasonably usable form), or to inspect and copy, test, or sample any tangible things which constitute or contain matters within the scope of [Rule 26\(b\)](#)

[\(/rules-of-domestic-relations-procedure/domestic-relations-procedure-rule-26-general-provision#-b-scope-of-discovery\)](#) and which are in the possession, custody or control of the party upon whom the request is served; or (2) to permit entry upon designated land or other property in the possession or control of the party upon whom the request is served for the purpose of inspection and measuring, surveying, photographing, testing or sampling the property or any designated object or operation thereon, within the scope of [Rule 26\(b\)](#) [\(/rules-of-domestic-relations-procedure/domestic-relations-procedure-rule-26-general-provision#-b-scope-of-discovery\)](#).

(b) Procedure

The request may, without leave of court, be served upon the plaintiff after commencement of the action and upon any other party with or after service of the summons and complaint upon that party. The request shall set forth the items to be inspected either by individual item or by category, and describe each item and category with reasonable particularity.

The request shall specify a reasonable time, place, and manner of making the inspection and performing the related acts. The party upon whom the request is served shall serve a written response within 30 days after the service of the request, except that a defendant may serve a response within 45 days after service of the summons and complaint upon that defendant. The court may allow a shorter or longer time. The response shall state, with respect to each item or category, that inspection and related activities will be permitted as requested, unless the request is objected to, in which event the reasons for objection shall be stated. If objection is made to part of an item or category, the part shall be specified. The party submitting the request may move for an order under [Rule 37\(a\)](#)

[\(/rules-of-domestic-relations-procedure/domestic-relations-procedure-rule-37-failure-to-make\)](#) with respect to any objection to or other failure to respond to the request or any part thereof, or any failure to permit inspection as requested. A party who produces documents for inspection shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the request.

(c) Persons not parties

This rule does not preclude an independent action against a person not a party for production of documents and things and permission to enter upon land.

Downloads

Massachusetts Rules of Domestic Relations Procedure

(<https://www.mass.gov/doc/massachusetts-rules-of-domestic-relations-procedure/download>) (PDF 819.37 KB)

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COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

AYER DISTRICT COURT
DOCKET NUMBER 0748CV0568

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

DEFENDANT’S OBJECTION TO PLAINTIFF’S REQUEST FOR SUMMARY JUDGMENT

The defendant objects to summary judgment because there is evidence of perjury and criminal conduct in this case. Full discovery should be conducted to determine the scope of this perjury.

1. Attached are two exhibits which were both signed under penalty of perjury and contradict each other. Exhibit 1 is a sworn statement by the plaintiff. Paragraph 14 states “The last payment on the Account of \$97.00 was received on or about January 24, 2003.” Paragraph 18 states “There are no further credits or setoffs due to the Defendant.” Exhibit 2 is a sworn statement by Attorney George Nader to the Bankruptcy Court. On the fifth page of that exhibit marked as “EXHIBIT B – FINAL ACCOUNT – Schedule of Disbursements” there is a report of \$983.95 made to the GE Capital Corporation account.
2. The document by Attorney George Nader was sent to the plaintiff’s attorney on November 13, 2007. Thus the plaintiff has had ample time to contact GE Capital Corporation and to determine its authenticity and verify whether this payment was actually made. The plaintiff also had the opportunity to determine from GE Capital Corporation that this was not a clerical error. He has clearly stated in Exhibit 1 that the payment was never made through the Bankruptcy Court.
3. On March 1, 2006 the defendant filed a complaint, with the Massachusetts Board of Bar Overseers, against Attorney George Nader charging that he embezzled funds intended for GE Capital Corporation and committed perjury to cover his crimes. On December 1, 2006 the BBO concluded its investigation and ruled that

Attorney George Nader had done nothing illegal or unethical. Exhibit 3 is the final letter from the BBO. The entire complaint and the response were submitted to this Court as an exhibit on January 30, 2008.

4. The defendant submitted an interrogatory to the plaintiff to determine the cause of the discrepancy between the plaintiff's statements and the documents from the bankruptcy. The plaintiff refused to answer these questions. Exhibit 4 is the defendant's interrogatory and the plaintiff's response.
5. The defendant requested documents from the BBO regarding their investigation. The BBO refused to supply those documents. On January 30, 2008 the defendant asked the court to compel discovery from the BBO and again the request was refused.
6. GE Capital Corporation never filed objections with the Bankruptcy Court. Since the purported investigation by the BBO occurred between March 1, 2006 and December 1, 2006, GE Capital Corporation should have been aware of the discrepancy before they sold the account to the plaintiff.
7. The defendant DID NOT file for bankruptcy because he was unwilling or unable to pay the creditors. The defendant was behind on withholding taxes and was dealing with an extremely hostile IRS agent. The defendant entrusted \$20,000 to his Attorneys George Nader and Edmund Polubinski to pay the IRS in full. The attorneys claimed that the IRS refused payment and was in the process of seizing the business. They stated that bankruptcy was the only alternative to IRS seizure. The attorneys never examined the company books, business plan, pending orders or any aspect of the business. They took approximately \$8000 of the funds, intended for the IRS, for their legal fees, retainers and filing fees. They were advised that most (97%) of the company debt was in the name of, or cosigned by, the defendant. The Bankruptcy Court ordered that payment be withheld from ALL creditors. In order to pay the attorneys' legal fees, assets had to be liquidated, making the company no longer viable. For every dollar that the creditors lost, the defendant lost ten dollars. The defendant's career has been irreparably damaged by the bankruptcy and subsequent legal actions.
8. Attorney George Nader was aware that most of the company debt was in the name of, or cosigned by, the defendant. Both the Bankruptcy judge and the US Trustee were also aware that many accounts were in the name of, or cosigned by, the defendant. When the complaint was filed with the BBO, they, too, were advised that most of the debt was in the name of, or cosigned by, the defendant. Attorney George Nader, the Bankruptcy Judge, the US Trustee and the BBO found this to be irrelevant and they all considered the bankruptcy to be ethical, legal and proper.

This case has exposed serious legal misconduct. It appears that the plaintiff has committed perjury in an attempt to collect an account that was discharged in a

bankruptcy. The other alternative is that the defendant's attorney, George Nader, perpetrated a fraudulent bankruptcy in which he embezzled funds and committed perjury to conceal his crime. Then the Massachusetts Board of Bar Overseers obstructed the investigation of the crime to prevent Attorney Nader from being prosecuted.

I urge the court to wait until all of the evidence is presented before making a judgment.

Frank P. Karkota, Jr.
Pro Se
17 Cowdry Hill Road
Westford, MA 01886
~~978-392-0091~~

April 10, 2008

CERTIFICATE OF SERVICE

I, Frank P. Karkota, Jr. pro se, hereby certify that I have, this April 10, 2008, handed a copy of the above request for documents to the Plaintiff's attorney, Brian Aylward, 5 Essex Green Drive, Peabody, MA 01960, or his agent.

Frank P. Karkota, Jr. Pro Se

Exhibit 1

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

Ayer District Court
CIVIL ACTION NO. 0748 CV 0568

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

AFFIDAVIT OF PLAINTIFF IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

I, TROY DUPUIS, hold the position of
Plaintiff and Keeper of Records with the Plaintiff,
 TROY CAPITAL, LLC, ASSIGNEE OF EASY LOAN CORPORATION, ASSIGNEE OF GE
 CAPITAL FINANCIAL INC.. I provide this affidavit in support of PLAINTIFF'S MOTION
 FOR SUMMARY JUDGMENT ON THE COMPLAINT AND ON THE COUNTERCLAIM.
 This affidavit is based upon personal knowledge and information and belief.

1. There is a reasonable likelihood that the Plaintiff will recover a judgment in the amount as set forth in the Complaint, plus interest, costs, and attorney fees, as applicable. I am setting forth the following specific facts on which this statement is based.
2. I am the Keeper of the books and records of the Plaintiff and have examined same and have determined that said books and records are true and correct and were made in the ordinary course of business of the Plaintiff, and that the balance now due and in arrears according to the Plaintiff's records from the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, is:

\$ 5,619.40	Original Principal. See Final Statement attached as Exhibit "A."
\$ 1,404.85	25% Attorney's fees/Collection costs requested, as allowed for in the Agreement. See Agreement attached as Exhibit "B."
\$ <u>3,034.48</u>	12% Judgment Rate Interest from 30 days after the date of demand, September 9, 2003, through March 9, 2008.
\$10,058.73	Total , as of March 9, 2008.

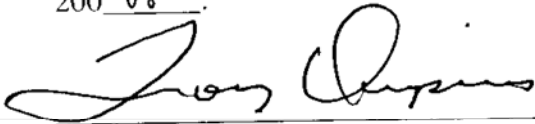
3. The balance due to Plaintiff on the Complaint is a liquidated amount meaning that the debt owed to Plaintiff is capable of calculation based upon the records and Exhibits

presented.

4. The Agreement allows for reasonable attorney fees/collection costs. See Agreement attached as Exhibit "B."
5. Plaintiff is paying attorney fees/collection costs in the amount of 25% of any amount recovered, and therefore seeks recovery of same from the Plaintiff as part of the balance due on the Complaint.
6. Upon information and belief, the Defendant, FRANK P. KARKOTA, JR. AKA FRANK P. KARKOTA AKA FRANK KARKOTA, is an individual with a place of residence in Westford, Middlesex County, Massachusetts.
7. Upon information and belief the Defendant signed an application requesting a GE Visa credit card from GE CAPITAL FINANCIAL INC. on or about June 16, 1995. See Application attached as Exhibit "C."
8. Upon information and belief, on or about June 20, 1995 GE CAPITAL FINANCIAL INC. issued credit card account #4046910010456711 (the "Account") to the Defendant and COMPOL, INC., a New Hampshire corporation.
9. The credit card and financing pursuant thereto was provided pursuant to the Agreement attached as Exhibit "B."
10. The terms and conditions of the Agreement appear clearly on the Agreement and on the Application. See attached Exhibits "B" and "C."
11. The Defendant and COMPOL, INC. received the benefit of the credit card and monies loaned pursuant thereto.
12. Upon information and belief the Defendant and COMPOL, INC. made charges to the Account.
13. Upon information and belief invoices were issued monthly by the Plaintiff to the Defendant and COMPOL, INC.. See attached Exhibit "A."
14. The last payment on the Account of \$97.00 was received on or about January 24, 2003.
15. After nonpayment, the Account went into default and was charged off on September 9, 2003.
16. That unpaid balance at the time the Account was charged off was \$5,619.40.
17. The Plaintiff has made repeated demand upon the Defendant for payment of this debt, but an original principal balance of \$8,249.19 remains unpaid.
18. There are no further credits or setoffs due to the Defendant.

19. Upon information and belief COMPOL, INC. filed bankruptcy on or about March 21, 2003.
20. Upon information and belief the Account was assigned from GE CAPITAL FINANCIAL INC. to EASY LOAN CORPORATION on or about March 29, 2007. See Assignment attached as Exhibit "D-1."
21. The Account was assigned from EASY LOAN CORPORATION to the Plaintiff, TROY CAPITAL, LLC, on or about April 5, 2007. See Assignment attached as Exhibit "D-2."
22. There have been no further payments.
23. There have been no payments since the Complaint was filed.
24. The Plaintiff is unaware of any genuine dispute regarding the balance due in its Complaint, or any reason why judgment should not enter for the Plaintiff and against the Defendants.
25. The information set forth herein is true, to the best of my knowledge and belief, the allegations set forth in the complaint are true, to the best of my knowledge and belief.
26. The documents attached hereto and to the Complaint are true and accurate copies of the originals in the Plaintiff's files.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 21 DAY OF MARCH,
2008.



(Signature)

TROY DUPUIS, President

(Printed name and Title)

Dated: 03/21/08

Exhibit 2

UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF NEW HAMPSHIRE

FILED

11 2004 JUN 29 A 9:54

_____)	
In Re:)	
)	Case No.03-10920-MWV
COMPOL, INC.,)	Chapter 11
)	
Debtor)	Hearing Date: None Required
_____)	

CLERK OF THE
BANKRUPTCY COURT
DISTRICT OF NH.

FINAL REPORT AND APPLICATION FOR FINAL DECREE

Compol, Inc., the confirmed Chapter 11 debtor (the "Debtor"), submits this Final Report and Application for Final Decree, thereby closing this Chapter 11 case.

In support of this Application, the Debtor represents as follows:

1. On April 5, 2004, the Court entered an Order confirming the Debtor's Plan of Reorganization Dated January 22, 2004 (the "Plan"). The Plan has been substantially consummated as defined in 11 U.S.C. Section 1101(2), as well as in accordance with the terms of the Plan and the Order confirming the Plan, that any subsequent Orders of the Court have been complied with.

2. The Debtor has disbursed to all persons entitled thereto, and who have timely filed applications for services rendered and reimbursement of expenses incurred, all sums allowed by the Court, except as otherwise agreed to between the Debtor and such person(s), as evidenced by the attached Exhibit A.

3. The Debtor has completed the distribution to creditors of the sums due them under the Plan. Specifically, the Debtor has made its first and final dividend distribution to the general unsecured creditors under the Plan, as evidenced by the attached Exhibit B and Exhibit C.

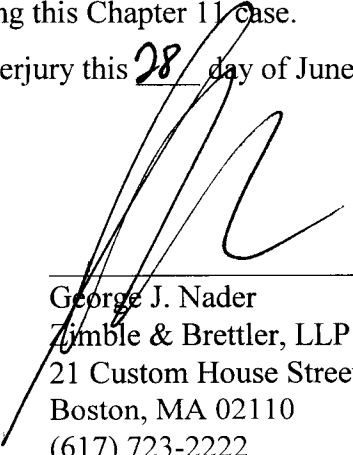
4. Despite reasonable attempts, the Debtor has been unable to make distribution to the creditors on the attached Exhibit D, in that payments has been tendered but returned to the Debtor.

5. The Debtor states that based upon the representations contained herein, this Chapter 11 case may be closed in accordance with Federal Bankruptcy Rule 3022 by the entry of a Final Decree.

6. A Statistical Report in accordance with Local Bankruptcy Rule 3022-1(c)(c) is filed along herewith.

WHEREFORE, the Debtor respectfully requests that the Court enter a Final Decree, in the proposed form attached hereto, thereby closing this Chapter 11 Case.

Signed under the pains and penalties of perjury this 28 day of June, 2004.



George J. Nader
Zimble & Brettler, LLP
21 Custom House Street
Boston, MA 02110
(617) 723-2222

B100BX (Rev. 8/91) SUPPLEMENTAL BANKRUPTCY CLOSING REPORT

DOCKET NUMBER	
YR-NUMBER	3
03-10920	
CHECK IF APPLICABLE	Joint Petition

Forward this form to:
 Administrative Office of the United States Courts
 Attn: Statistics Division—Bankruptcy
 Washington, D.C. 20544

DIST. NO.	1	OFF. NO.	2
DATE PETITION FILED	March 21, 2003	REOPENED	4

DEBTOR	NAME OF DEBTOR (Last, First, Middle)		NAME OF JOINT DEBTOR		
	Compol, Inc.				
	AKA/DBA		AKA/DBA		
	N/A				
	SS or EMPLOYEE ID		SS or EMPLOYEE ID		
	02-0417150				
ADDRESS OF DEBTOR		ADDRESS OF JOINT DEBTOR			
415 Campbell Hill Rd. Mason, NH 03048					
NAME OF COUNTY		COUNTY CODE	NAME OF JUDGE	JUDGE CODE	TRUSTEE CODE
				5	6

DISPOSITION (CHECK ONE)		TERMINATED UNDER (CHECK ONE)		
7		8		
1. Discharge Granted		1. Ch. 7		9. Ch. 12
2. Discharge Denied		4. Ch. 9		7. Ch. 13
3. Discharge Waived/Revoked		5. Ch. 11	<input checked="" type="checkbox"/>	8. Sec. 304
4. Discharge Not Applicable				
5. Petition Dismissed				
6. Transferred to Another District				

COMPLETE FOR CHAPTER 11 CASES ONLY

<input type="checkbox"/> 1 Plan Confirmed	% Dividend to Be	<input type="checkbox"/> 1	Check box if future payments are contemplated under Chapter 11 Plan but percentage dividend is not determinable.
<input type="checkbox"/> 2 Plan Not Confirmed	Paid		
9	10		11

REPORT PREPARED BY (Name)	DATE REPORT PREPARED	DATE CASE CLOSED
George J. Nader	6/28/04	
		12

13 \$97,031.50 1. TOTAL RECEIPTS AND DISTRIBUTIONS (Do not complete below if amount is zero)

FEES AND EXPENSES

\$ N/A 2. Trustee Compensation

\$ N/A 3. Fee for Attorney for Trustee

\$ 56,687.28 4. Other Professional Fees and All Expenses (Including Fee for Attorney for Debtor)

DISTRIBUTIONS

\$ N/A 5. Secured Creditors

\$ 22,344.18 6. Priority Creditors

\$ 18,000.04 7. Unsecured Creditors

\$ N/A 8. Equity Security Holders

\$ N/A 9. Other Distributions (Including Payments to Debtor)

Distributions to include all payments to be made pursuant to confirmed plan.

EXHIBIT A

Creditor	Amounts Paid
Zimble & Brettler, LLP 21 Custom House Street Boston, MA 02110	\$22,470.00
Thomas Weber 15 Sullivan Street Charlestown, MA 02129	\$33,434.02
Steven Solomon, Esq. Backus, Meyer, Solomon, Rood & Branch, LLP 116 Lowell Street Manchester, NH 03105-0516	\$783.26

EXHIBIT B
FINAL ACCOUNT
Schedule of Disbursements

Creditor	Amounts Paid
AMERICAN EXPRESS PO Box 7863 Ft. Lauderdale, FL 33329-7863	\$8,159.38
ADVANTA BUSINESS CARDS P.O. Box 30715 Salt Lake City, UT 84130-0715	\$3,682.98
US Bank P.O. Box 6344 Fargo, ND 58125-6344	\$1,106.07
BANK ONE First USA P.O. Box 8650 Wilmington, DE 19899-8650	\$326.69
GE Corporation P.O. Box 671747 Marietta, GA 30006-9806	\$983.95
CUI INC. P.O. Box 609 Beaverton, OR 97075-0609	\$693.92
KW MANUFACTURING 919 8th Street PO Box 508 Prague, OK 74864	\$37.36
ANTHEM Blue Cross-Blue Shield 3000 Goffs Falls Road Manchester, NH 03111-0001	\$208.83
WELLS FARGO MAC A0514-011 PO Box 90099 San Jose, CA 95109-3099	\$179.91

UPS P.O. Box 7247-0244 Philadelphia, PA 19170-0001	\$91.01
DHL Worldwide Express P.O. Box 78016 Phoenix, AZ 85062-8016	\$57.48
FEDERAL EXPRESS P.O. Box 371461 Pittsburgh, PA 15250-7461	\$51.99
SWEENEY & SWEENEY 6 Manchester Street Nashua, NH 03064	\$19.82
SAM'S CLUB/GECF PO Box 105995 Atlanta, GA 30348	\$19.82
DIGITAL RAPIDS P.O. Box 910566 St. George, UT 84791	\$19.82
QUILL P.O. Box 94081 Palatine, IL 60094-4081	\$19.82
STAPLES CREDIT Dept. 82 - 0004312377 PO Box 9020 Des Moines, IA 50368-9020	\$19.82
COMPETITIVE COMPONENTS, INC. 105 E. Brooks Ave. N. Las Vegas, NV 89030	\$199.79
EASTERN PROPANE GAS, INC. 600 School Street Winchendon, MA 01475-1920	\$79.80

EXHIBIT C

Creditor **Amount To Be Paid**

None

EXHIBIT D

<u>Creditor</u>	<u>Amount Returned</u>
BANK ONE First USA P.O. Box 8650 Wilmington, DE 19899-8650	\$332.72
VERIZON PO Box 15150 Worcester, MA 01615-0150	\$49.69
LIGHTYEAR 1901 EastPoint Parkway Louisville, KY 40223	\$10.80
PSNH P.O. Box 360 Manchester, NH 03105-0360	\$14.63
NATIONAL GRANGE Mutual Insurance P.O. Box 2004 Keene, NH 03431	\$28.68
HRS USA Retail Services P.O. Box 17298 Baltimore, MD 21297-1298	\$758.54

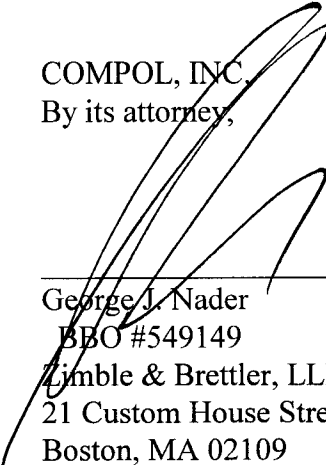
UNITED STATES BANKRUPTCY COURT
FOR THE
DISTRICT OF NEW HAMPSHIRE

_____)
In Re:)
)
COMPOL, INC.,) Case No. 03-10920-MWV
) Chapter 11
) Hearing Date: None Required
Debtor)
_____)

CERTIFICATE OF SERVICE

I, George J. Nader, do hereby certify that I have this day served a copy of the **FINAL REPORT AND APPLICATION FOR FINAL DECREE, STATISTICAL REPORT, FINAL DECREE (proposed)**, by first class mail, postage prepaid to the individuals on the attached Service List.

COMPOL, INC.
By its attorney,



George J. Nader
BBO #549149
Zimble & Brettler, LLP
21 Custom House Street
Boston, MA 02109
(617) 723-2222

Dated: June 28, 2004

SERVICE LIST

Gerry Karonis, Esq.
Office of the U.S. Trustee
66 Hanover Street, Suite 302
Manchester, NH 03101

Steven A. Solomon, Esq.
Backus, Meyer, Solomon, Rood & Branch, LLP
116 Lowell Street
P.O. Box 516
Manchester, NH 03105-0516

Theodore Maniatis, Vice President
Fleet Bank
777 Main Street
Mail Stop CTEH40219G
Hartford, CT 06115

Exhibit 3

BOARD OF BAR OVERSEERS

of the Supreme Judicial Court

99 HIGH STREET
BOSTON, MASSACHUSETTS 02110-2320

617-728-8700
Fax: 617-482-8000
www.state.ma.us/obcbbo

BOARD OF BAR OVERSEERS
ALAN D. ROSE, CHAIR
JAMES B. RE, VICE CHAIR
GEORGE A. BERMAN
JAMES P. CAREY
DANA A. CURHAN
LISA A. GRANT
MARGUERITE T. GRANT
FRANCIS P. KEOUGH
LINDA R. MCKENZIE
J. CHARLES MOKRISKI
DAVID RIND, M.D.
FRANCIS J. RUSSELL

GENERAL COUNSEL
MICHAEL FREDRICKSON
ASSOCIATE GENERAL COUNSEL
KAREN D. O'TOOLE
ASSISTANT GENERAL COUNSEL
CAROL WAGNER
ASSISTANT GENERAL COUNSEL
LISA A. YEE
ASSISTANT GENERAL COUNSEL
PAUL M. REZENDES

December 1, 2006

PERSONAL AND CONFIDENTIAL

Mr. Frank P. Karkota
17 Cowdry Hill Road
Westford, MA 01886

RE: BBO File No(s). B2-06-(9)222BE (George J. Nader, Esq., & Edmund Polubinski, Jr., Esq.)

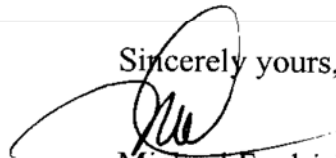
Dear Mr. Karkota:

This will acknowledge receipt of your recent letter requesting a review of Bar Counsel's decision to close the matter referenced above.

Please be advised that a member of the Board of Bar Overseers has reviewed the file in this matter and Bar Counsel's decision to close the file. Based on that review, it is the opinion of the Board member that Bar Counsel has properly closed the file.

This matter is closed and will remain closed. I thank you for your cooperation throughout the process.

Sincerely yours,



Michael Fredrickson
General Counsel

mf/elk
cc: Bar Counsel

Exhibit 4

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX COUNTY

AYER DISTRICT COURT
DOCKET NUMBER 0748CV0568

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

**DEFENDANT’S FIRST SET OF INTERROGATORIES TO THE PLAINTIFF
 TROY CAPITAL, LLC, ASSIGNEE OF EASY LOAN CORPORATION,
 ASSIGNEE OF GE CAPITAL FINANCIAL INC.**

1. State your name, your position and your capacity to answer these questions.
2. How many copies of the attached document were received by GE Capital Financial Inc?
3. Did GE Capital Financial Inc fill out the questionnaire(s) attached to the document?
4. Did GE Capital Financial Inc appear at the creditor’s meeting(s)?
5. If the answer to the above question was “no”, then why did GE Capital Financial Inc not appear?
6. Did GE Capital Financial Inc ever file any objections with the bankruptcy court?
7. If the answers to the above question was “no”, then explain why GE Capital Financial Inc did not object to the bankruptcy?
8. Did GE Capital Financial Inc receive the debtor’s reorganization plan?
9. How did GE Capital Financial Inc vote?
10. Did GE Capital Financial Inc receive the checks for settlement payment?
11. Were the checks valid and did GE Capital Financial Inc accept the payment?
12. Was GE Capital Financial Inc ever contacted by the Massachusetts Board of Bar Overseers regarding their investigation of the bankruptcy?
13. Was GE Capital Financial Inc ever contacted by the FBI, the US Attorney, the US Secret Service or by any other law enforcement agency investigating the bankruptcy?
14. During the bankruptcy, the defendant was contacted by an attorney employed by GE Capital Financial Inc. The letter was forwarded to attorney George Nader

- who was handling the bankruptcy. What was the name and address of the attorney working for GE Capital Financial Inc?
15. Did the above attorney receive a response from attorney George Nader?
 16. The defendant was contacted by attorney Gary H. Kreppel on December 1, 2005 regarding this account. Was GE Capital Financial Inc notified by attorney Kreppel that GE Capital Financial Inc was a creditor in a bankruptcy and that the debt was discharged?
 17. Has GE Capital Financial Inc notified any law enforcement agency that the bankruptcy was fraudulent?
 18. Does GE Capital Financial Inc have a legal responsibility to notify law enforcement of illegal financial activities?
 19. What is the name of the GE Capital Financial Inc officer who will testify in court?

Frank P. Karkota, Jr.
Pro Se
17 Cowdry Hill Road
Westford, MA 01886
~~978-392-0091~~

February 13, 2008

CERTIFICATE OF SERVICE

I, Frank P. Karkota, Jr. pro se, hereby certify that I have, this February 13, 2008, mailed a copy of the above request for documents, postage prepaid, to the Plaintiff's attorney, Brian Aylward, 5 Essex Green Drive, Peabody, MA 01960

Frank P. Karkota, Jr. Pro Se



U. S. Department of Justice

Office of the United States Trustee

***Districts of Maine, Massachusetts,
New Hampshire, and Rhode Island***

66 Hanover Street, Room 302
Manchester, New Hampshire 03101

603-666-7908
603-666-7913 (FAX)

March 31, 2003

The Unsecured Creditors
Identified on the Enclosed List

Re: **COMPOL, Inc.**
Chapter 11 - Case No. 03-10920-MWY

Dear Sir/Madam:

The above debtor filed its voluntary Chapter 11 petition on March 21, 2003 in Manchester, New Hampshire. The Debtor has indicated that you are one of the Debtor's twenty largest unsecured creditors.

The United States Trustee has scheduled a meeting with the twenty largest unsecured creditors in order to form an Official Creditors' Committee. This Creditors' Committee formation meeting and the scheduled §341 meeting is set to take place at **10:00 a.m. on Wednesday, April 23, 2003, in Room 122, Norris Cotton Federal Building, 275 Chestnut Street, Manchester, New Hampshire 03101.** You are invited, but not required, to attend. You need not attend this meeting on April 23, 2003 to be considered for selection.

I enclose a Creditors' Committee Formation Questionnaire. If you are interested in being considered for a seat on the Creditors' Committee, please complete the form and return it to me by fax or mail as soon as possible. My fax number is (603) 666-7913. You may also call me at (603) 666-7908 with questions.

Sincerely,

Geraldine Karonis
Assistant U.S. Trustee
Geraldine.L.Karonis@usdoj.gov

GBK/gdh
Enclosures
cc: George J. Nader, Esq. Counsel
Frank Karkota, Debtor

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

Ayer District Court
CIVIL ACTION NO. 0748 CV 0568

TROY CAPITAL, LLC, ASSIGNEE OF EASY)
LOAN CORPORATION, ASSIGNEE OF GE)
CAPITAL FINANCIAL INC.,)
Plaintiff,)

VS.)

FRANK P. KARKOTA, JR. AKA FRANK P.)
KARKOTA AKA FRANK KARKOTA,)
Defendant)

PLAINTIFF'S RESPONSES TO DEFENDANT'S INTERROGATORIES TO PLAINTIFF

General Objections

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

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

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

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

Plaintiff reserves the right to supplement each answer.

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

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

Plaintiff's Response:

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

Troy Dupuis, President
TROY CAPITAL, LLC

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

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiff's Response:

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

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

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

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

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

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

P. KARKOTA AKA FRANK KARKOTA.

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

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

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

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

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

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

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

filed bankruptcy.

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

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

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

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

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

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

9. How did GE Capital Financial Inc vote?

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiff's Response:

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

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

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

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

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

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

Plaintiff's Response:

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

evidence.

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

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

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

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

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

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

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

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

AKA FRANK KARKOTA, only.

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

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

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

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

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiff's Response:

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

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiff's Response:

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

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

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

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

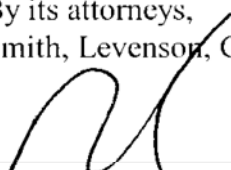
I, TROY DUPUIS, hereby depose and state on oath that I have read the foregoing answers to interrogatories, and subscribe to the same on behalf of Plaintiff, that the foregoing answers to interrogatories are based in part on personal knowledge, in part on information communicated to me, and in part on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

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

(Title)

As To Objections:

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



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

Dated:

Plaintiff's Response:

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

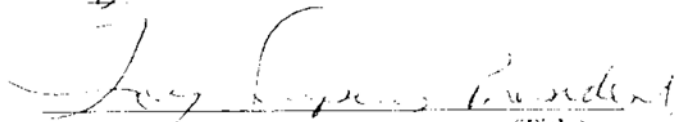
Without waiving the foregoing general and specific objections, Plaintiff responds as follows:

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

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

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

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



(Title)

As To Objections:

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



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

Dated:



UNITED STATES COURTS FOR THE NINTH CIRCUIT

Chief Judge Mary H. Murguía · Molly C. Dwyer, Clerk of Court · Susan Y. Soong, Circuit Executive

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8.0A Misprision of Felony (18 U.S.C. § 4)



8.0A MISPRISION OF FELONY (18 U.S.C. § 4)

The defendant is charged in [Count _____ of] the indictment with misprision of felony in violation of Section 4 of Title 18 of the United States Code. In order for the defendant to be found guilty of that crime, the government must prove each of the following elements beyond a reasonable doubt:

First, a federal felony was committed, as charged in [Count _____ of] the indictment;

Second, the defendant had knowledge of the commission of that felony;

Third, the defendant had knowledge that the conduct was a federal felony;

Fourth, the defendant failed to notify a federal authority as soon as possible; and

Fifth, the defendant did an affirmative act, as alleged, to conceal the crime.

A felony is a crime punishable by a term of imprisonment of more than one year.

Mere failure to report a federal felony is not a crime. The defendant must also commit some affirmative act designed to conceal the fact that a federal felony has been committed.

Comment

See United States v. Olson, 856 F.3d 1216 (9th Cir. 2017).

Approved 4/2019

File:

 [8.0A_criminal_revised_4-2019.wpd](#)

[< 8. Offenses Under Title 18](#)

[up](#)

[8.1 Arson or Attempted Arson >](#)