

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

NEILL CORPORATION

versus

TSP CONSULTING, LLC

CIVIL ACTION NO. 15-964

SECTION (ZAINY)

DIVISION 3 (KNOWLES)

**MOTION TO COMPEL PLAINTIFF'S AND
DEFENDANTS-IN-COUNTERCLAIM'S DISCOVERY RESPONSES**

Now comes TSP Consulting, LLC ("TSPC"), and files this motion to compel multiple discovery responses from the four parties that constitute the "Neill Entities," Neill Corporation, Beauty Basics, Inc., Neill Technologies, Inc., and Vital Information Systems, Inc., and submits a memorandum in support herein.

Pursuant to F.R.Civ.P. 37(a)(1), TSPC, through its undersigned counsel, certifies that it has conferred in good faith with counsel for the Neill Entities for the purposes of amicably resolving the issues in this motion and obtaining the requested information without the involvement of the court. Counsel for the parties discussed the issues in this motion in person during a conference on February 23, 2016, and did so again during a telephone conference on April 11, 2016. Nonetheless, the Neill Entities have not produced the requested information, and this motion remains necessary.

Respectfully submitted,

/s/ Andrew R. Lee

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Attorneys for TSP Consulting, LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing pleading has been served on all counsel of record by filing via this Court's CM/ECF System this 19th day of April, 2016.

/s/ Andrew R. Lee

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

NEILL CORPORATION

versus

TSP CONSULTING, LLC

CIVIL ACTION NO. 15-964

SECTION (ZAINERY)

DIVISION 3 (KNOWLES)

NOTICE OF SUBMISSION

TSP Consulting, LLC hereby sets its Motion to Compel Plaintiff's and Defendants-in-Counterclaim's Discovery Responses for consideration before the Honorable Daniel E. Knowles, III, Magistrate Judge, United States District Court for the Eastern District of Louisiana, 500 Poydras Street, New Orleans, Louisiana, on the 4th day of May, 2016, at 11:00 a.m., or as soon thereafter as counsel may be heard.

Respectfully submitted,

/s/ Andrew R. Lee

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/s/ Andrew R. Lee

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

NEILL CORPORATION

versus

TSP CONSULTING, LLC

CIVIL ACTION NO. 15-964

SECTION (ZAINY)

DIVISION 3 (KNOWLES)

MEMORANDUM IN SUPPORT OF MOTION TO COMPEL PLAINTIFF'S AND
DEFENDANTS-IN-COUNTERCLAIM'S DISCOVERY RESPONSES

TSP Consulting, LLC ("TSPC"), submits this memorandum in support of its motion to compel multiple discovery responses from the four parties that constitute the "Neill Entities," Neill Corporation ("Neill Corp."), Beauty Basics, Inc. ("BBI"), Neill Technologies, Inc. ("Neill Tech"), and Vital Information Systems, Inc. ("VIS").

LAW AND ARGUMENT

TSPC directed targeted Interrogatories and Requests for Production of Documents to the Neill Entities in this case. To date, the responses have been limited and inadequate. As depositions are currently calendared to begin in early May, this motion to compel is unfortunately necessary. The requests and responses on which the Court is asked to intervene are listed in full in the attached Appendix 1. Additionally, the insufficiencies of the Neill Entities' responses are described below.

I. INTERROGATORIES

A. *Items related to allocation of legal fees*

In Interrogatory No. 1 directed to each Neill Entity, the request and response was the same, as follows:

INTERROGATORY NO. 1:

Describe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.

ANSWER TO INTERROGATORY NO. 1:

[The responding Neill Entity] objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, [the responding Neill Entity] answers as follows: Legal invoices are currently invoiced to Neill Corp. and an apportionment is determined at discretion of the Neill Entities. Previously, for a short period of time, fees and costs were equally allocated among the four (4) Entities.

See Exh. 5 p. 2, Exh. 6 p. 2, Exh. 7 p. 2 , Exh. 8 p. 2. In the parties' subsequent discovery conference, undersigned counsel made clear that these responses were inadequate and requested further information as follows: "Interrogatory no. 1 asks that [the responding Neill Entity] '[d]escribe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.' ... [The] response—that 'an apportionment is determined at discretion of the Neill Entities'—fails to answer the interrogatory." *See* Exh. 9 p. 2.

TSPC's undersigned followed up by letter dated April 6 (Exhibit 10). The Neill Entities' counsel responded on April 13 that "BBI will supplement this answer" but did not say when or how; he referred to the BBI "answer" on behalf of the other Neill Entities. *See* Exh. 11 pp. 1, 4, Exh. 12 p. 1. This information is relevant and discoverable, given the Neill Entities' repeated allegations in their claims that only certain Neill Entities benefit from TSPC's relationship with the Neill Entities. *See* Rec. Doc. 53 ¶¶ 15, 19, 38; Rec. Doc. 54 ¶¶ 15, 19, 38; Rec. Doc. 68 ¶¶ 15, 19, 39; Rec. Doc. 87 ¶¶ 18, 22, 41. It therefore must be produced.

B. Interrogatory requesting calculation of damages

TSPC asked each Neill Entity to identify in detail its damages. For example, Interrogatory No. 10, which was sent to BBI, stated as follows:

INTERROGATORY NO. 10:

Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

BBI responded as follows:

ANSWER TO INTERROGATORY NO. 10:

BBI objects to this Interrogatory to the extent it seeks the mental impressions of counsel. Subject to and without waiving this objection, BBI answers as follows: If TSPC had properly resigned, as required to do when it repudiated the Consulting Agreement, then TSPC's damages would be limited to a certain percentage of the fair market value of the Neill Entities, and TSPC would not be entitled to any claimed profits of the Neill Entities.

Exh. 5 pp. 7–8; *see also* Exh. 6 p. 8; Exh. 7 p. 8; Exh. 8 p. 8. TSPC's counsel's April 6 follow-up letter yielded this April 13 response:

BBI maintains its prior objection to this Interrogatory. Subject to and without waiving this objection, BBI will provide a response shortly.

Ex. 11 p. 2. In his April 13 letter, undersigned counsel asked what was meant by "shortly." Exh. 12 p. 1. No response has been received to date.

As undersigned counsel pointed out in a letter sent on February 22, the Neill Entities' responses, set forth above, are inadequate in that they in no way provide the detailed identification of damages that would answer the interrogatory. Exh. 9 p. 2. Moreover, the Neill Entities have failed to provide a damages calculation in their Rule 26 disclosures, in violation of

Federal Rule of Civil Procedure 26(a)(1)(A)(iii); *see also Eldridge v. Gordon Bros. Grp., LLC*, -- F. Supp. 3d --, 2016 WL 1089226 (D. Mass. Mar. 18, 2016) (Rule 26 “undoubtedly obligate[s]” a party “to provide a calculation of the damages sought”); and TSPC / Petrillo are entitled to know the basis and amount of the harm they allegedly caused. The Neill Entities therefore must be compelled to respond to this interrogatory.

C. Items related to the Employee Leasing Agreement

In its claim (Count 8), BBI has alleged that an Employee Leasing Agreement (“ELA”) it entered into with TSP Institute, Inc. (“TSPI”), requires that TSPI “indemnify and pay to BBI the post-termination costs of employees leased by TSPI from BBI, such as the run-off cost of health insurance claims.” Rec. Doc. 87 ¶¶ 46–47. In Interrogatory No. 15, sent to BBI, TSPC asked BBI to identify several fundamental items about this claim, including:

- (a) the section(s) of the Employee Lease Agreement that require TSPI to fund run-out claims;
- (b) the name of the health plan under which TSPI employees had coverage;
- (c) the provisions of the plan documents that require TSPI to fund claims, and/or run-out claims;
- (d) the names of the plan administrator and plan fiduciary;
- (e) the name of any insurer, broker, or administrator of the plan during the term of the Employee Lease Agreement and/or the period during which TSPI employees were covered under the plan.
- (f) the name of each TSPI employee covered under the plan, and the period of coverage for such employee;
- (g) the name of each TSPI employee with respect to which BBI seeks reimbursement, and a report of the claims for which reimbursement is sought; and
- (h) if the plan is self-funded, the name of the bank account that serves as the claims account, identifying the bank at which the account is held.

Exh. 1 pp. 8–9. BBI asserted a boilerplate objection that this interrogatory was “overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible

evidence,” and also stated that it was “in the process of gathering the responsive information.” Exh. 5 p. 10. To date, however, BBI has produced nothing.

Interrogatory No. 15 is obviously relevant to evaluating BBI’s claim, as well as TSPI’s defense that the claim is preempted by ERISA. *See* Rec. Doc. 92. Moreover, it is difficult to imagine what could be “unduly burdensome” about identifying the basic characteristics of the health-insurance coverage for the employees at issue in BBI’s claim, such as the name of the health plan and the names of the plan administrator and fiduciary. The Court therefore should compel BBI to respond to Interrogatory No. 15.

II. REQUESTS FOR PRODUCTION OF DOCUMENTS

A. Valuation documents

Request for Production No. 2 directed to each Neill Entity requested documents related to valuation of each of the companies. For instance, with respect to Neill Tech, the request and responses provide as follows:

REQUEST FOR PRODUCTION NO. 2:

Produce all reports or other documents that relate to the value or that contain a valuation of Neill Tech.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Neill Tech. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Vital [*sic*] responds as follows:

Neill Tech. is currently attempting to locate any responsive documents, if any exist.

Exh. 7 p. 12. BBI, VIS, and Neill Corporation gave identical answers to Neill Tech’s; that is, that each “is currently attempting to locate any responsive documents, if any exist.” *See* Exh. 5 p. 12; Exh. 6 p. 12; Exh. 8 p. 12.

Despite follow-up requests that they do so, none of these entities has produced any documents. The information plainly is relevant, given that TSPC's compensation under the Consulting Agreement at issue in this case is keyed in part to the value of the Neill Entities. *See, e.g.,* Rec. Doc. 77-2 pp. 3–4 (explaining the compensation arrangement under the Consulting Agreement). And indeed, the Neill Entities have asserted no relevance objection. Nor is Request No. 2 unduly burdensome, as the Neill Entities claimed in their vague and boilerplate objections. *See* Fed. R. Civ. P. 34(b)(2)(B) (requiring the responding party to “state *with specificity* the grounds for objecting to the request, *including the reasons*” (emphasis added)). For instance, at least with respect to Neill Tech, there can be no question that valuation information is readily available, given TSPC's allegation that the company was, at a relevant time, being marketed for sale. *See* Rec. Doc. 2 at ¶ 57. This information is subject to no reasonable objection to production, and it therefore must be produced.

B. Emails, notes, calendars, and other documents

In Request for Production No. 7, TSPC requested that the Neill Entities:

... [p]roduce all e-mails, text messages, recordings, letters, notes, calendars, diaries, or other documents related to: (i) any fact or allegation set forth in your pleadings; (ii) Thomas Petrillo or TSPC; (iii) the Consulting Agreement; (iv) the dispute between BBI and TSPC/Thomas Petrillo; or (v) the establishment, term, or renewal of BBI's distributor relationship with Aveda, at any time.

Exh. 1 p. 11; Exh. 2 p. 10; Exh. 3 p. 10; Exh. 4 p. 10. In response, the Neill Entities each asserted a boilerplate objection that this request was “overly broad and unduly burdensome,” and then directed TSPC to less than 100 pages, consisting of 26 documents, labeled NE00130–00211. *See* Exh. 5 p. 14; Exh. 6 p. 14; Exh. 7 p. 14; Exh. 8 p. 14.

The 26 documents consist of 17 e-mails, two letters, and six typewritten memos (presumably “notes” – all of Edwin Neill only and none from other company personnel). This

production constitutes a plainly incomplete response to Request No. 7, as it includes only selected typewritten notes, is missing multiple emails (including a complete dearth of internal correspondence), and includes no handwritten notes or calendars whatsoever. Request No. 7 is narrowly tailored to the issues in this litigation, and the Neill Entities must be compelled to satisfactorily respond to it.

C. Financial documents

In Request for Production No. 14, TSPC requested documents that the Neill Entities submitted to Chase Bank for the years 2007–2015. *See* Exh. 1 p. 12; Exh. 2 p. 11; Exh. 3 p. 11; Exh. 4 p. 11. As Chase was the Neill Entities’ lender for the relevant time period, this information is relevant to the financial progress the Neill Entities made under the stewardship of TSPC and Petrillo, as well as to company valuation issues. *See, e.g.,* Rec. Doc. 2 ¶ 41 (explaining that “TSPC’s assistance to the Neill Companies helped them improve their financial performance dramatically since 2010 to the point where they are now very successful financially”).

In response, the Neill Entities uniformly referred TSPC to documents produced in the Bates range NE00213–394. *See* Exh. 5 p. 16; Exh. 6 p. 17; Exh. 7 p. 17; Exh. 8 p. 17. These documents include only audited financial statements, not documents the Neill Entities submitted to Chase Bank. In response to a follow-up, the Neill Entities produced at least *some* documents submitted to Chase Bank. This follow-up response was still incomplete, however, because it included documents only from 2010 and 2015, and thus was missing documents from 2007–2009 and 2011–2014. There is no basis for including documents relating to only two of the eight years requested. *All* of the documents requested in Request No. 14 are relevant and must be produced.

Likewise, in Request for Production Nos. 17 and 18, TSPC requested additional financial documents from the Neill Companies. In particular, in Request No. 17, TSPC requested:

For each month beginning May 1, 2015, through the present date, produce the following for [the responding Neill Entity]: (a) a complete digital download of the General Ledger of all cash accounts, including any such field information that includes a complete listing of payments, by vendor, and including a list of all journal entries, adjusting journal entries, and any entries made to cash; and (b) all credit card statements for that period, including all credit cards either paid directly by [the responding Neill Entity], or for which [the responding Neill Entity] provided reimbursement.

Exh. 1 pp. 12–13; Exh. 2 p. 12; Exh. 3 p. 12; Exh. 4 p. 12. Similarly, in Request No. 18, TSPC requested that the Neill Entities “[p]roduce any and all documents that refer or relate to any [Neill Entity] budget for the fiscal years ended June 30, 2012 to June 30, 2016, including but not limited to drafts of said budgets.” Exh. 1 p. 13; Exh. 2 p. 12; Exh. 3 p. 12; Exh. 4 p. 12. As with Request No. 14, in response to both of these requests, the Neill Entities referred TSPC to audited financial statements. Exh. 5 pp. 17–18; Exh. 6 pp. 18–19; Exh. 7 pp. 18–19; Exh. 8 pp. 18–19. Financial statements are not “the General Ledger of all cash accounts,” “credit card statements,” or “budget[s].” Thus, the Neill Entities’ responses to Request Nos. 17 and 18 are wholly insufficient, rendering this motion to compel necessary.

D. Actions to consolidate business operations with TSPC

Request for Production No. 22 sought documents that refer or relate to “the decision or action by [the Neill Entities] to coordinate [their] business operations with those of TSPC or any TSPC affiliate.” Exh. 1 p. 13; Exh. 2 p. 13; Exh. 3 p. 13; Exh. 4 p. 13. The Neill Entities responded in unison that they did “not know how to respond to this Request.” Exh. 5 pp. 19–20; Exh. 6 p. 20; Exh. 7 p. 20; Exh. 8 p. 20. At the February 23 conference, undersigned counsel explained, apparently to the Neill Entities’ counsel’s satisfaction, the meaning of this request, which is clearly relevant to the Neill Entities’ assertion that TSPC violated § 4.1(p) of the Consulting Agreement, a clause that prohibits “the establishment of any other entity to carry on all or a portion of the business of any Neill Company, ... or the transfer of any operations, or any

other cost or profit center, of a Neill Company to another entity.” Rec. Doc. 94 p. 4. Nonetheless, although any confusion the Neill Entities initially may have felt about the scope of this request has now been dispelled, the Neill Entities still have produced nothing responsive to Request No. 22.

E. Unilateral date limitations improperly limit the scope of discovery

The Neill Entities’ objections to Request for Production Nos. 23, 24, and 25 improperly limited the date range of discoverable documents to October 1, 2014 through May 1, 2015. In those Requests, TSPC requested several categories of corporate documents, such as “draft and final minutes of [the Neill Entities’] board meetings,” “draft and final minutes of [the Neill Entities’] shareholder meetings,” and “shareholder consents of [the Neill Entities’] shareholders.” Exh. 1 p. 14; Exh. 2 p. 13; Exh. 3 p. 13; Exh. 4 p. 13. In response to these requests, the Neill Entities stated that they were “willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014–May 1, 2015.” Exh. 5 pp. 20–21; Exh. 6 pp. 21–22; Exh. 7 pp. 20–21; Exh. 8 pp. 20–21.

Whether they are “willing” to or not, the Neill Entities must of course produce documents that are “relevant to any party’s claim or defense” and that satisfy the other requirements of Rule 26. *See* Fed. R. Civ. P. 26(b)(1). And here, the scope of relevant documents plainly extends further into the past than October 2014. The Neill Entities’ claims are broad and far-reaching, and the factual background section of each refers to events occurring in 2009, five years before the Neill Entities’ unilaterally-decreed discovery period begins. *See, e.g.*, Rec. Doc. 53 ¶ 8; Rec. Doc. 54 ¶ 8; Rec. Doc. 68 ¶ 8; Rec. Doc. 87 ¶ 9. There is no non-arbitrary rationale for excluding documents from the several years preceding the Neill Entities’ termination of the Consulting Agreement, and this Court must order the Neill Entities to produce those documents.

F. Cell phone records

Request for Production No. 26 seeks copies of “detailed cellular and land line phone bills and statements for each and every cellular, mobile, land, or other telephone line account that is in the name of and/or is paid for by” each Neill Entity, “for the time period 2008 through the present date.” Exh. 1 p. 14; Exh. 2 p. 13; Exh. 3 p. 13; Exh. 4 p. 13. The Neill Entities initially responded by asserting the same unilateral time limitation as they asserted with respect to Requests No. 22, 23, and 24; that is, that they would produce responsive documents “relative to the time period ... October 1, 2014–May 1, 2015.” *See* Exh. 5 p. 21; Exh. 6 p. 22; Exh. 7 pp. 21–22; Exh. 8 pp. 21–22. After a follow-up, however, on April 13, 2016, the Neill Entities eventually responded that they would “produce responsive documents for cellular and land line phone bills and statements for Debra Neill, Edwin Neill III, and Marty Neill Hebeisen, redacted except for phone calls to each other or Thomas C. Petrillo, Robert H. Willis, Jr., Mary Fahy, Dominique Conseil, or Seth Hebert, for the period 7/1/2014–6/1/2015 shortly.” *See* Exh. 11 p. 4. The basis of this proposed redaction appears to be the Neill Entities’ objection based on the attorney-client privilege. *Id.* pp. 3–4.

Although the Neill Entities committed on April 13 to produce these documents “shortly,” they have not been produced, despite reminders and repeated requests. Moreover, as undersigned counsel explained in his letter dated April 14, 2016, there is no basis for the extensive and time-consuming redaction job that the Neill Entities have proposed. *See* Exh. 12 pp. 1–2. For one thing, redaction is unnecessary, given that this Court has put into place a stipulated protective order allowing either party to mark produced documents as “confidential” and have those documents thereby limited to use in this litigation. Rec. Doc. 107. Moreover, the records requested in Request No. 26 are clearly not subject to the attorney-client privilege, as they would show only the objective details that a telephone call was placed or received and would not

include the contents of any calls. Finally, even if some redaction were appropriate, the list of names with respect to which the Neill Entities propose to produce records is arbitrary and under-inclusive, as it would not even include all of the potential witnesses listed by the parties in their initial disclosures.

The Neill Entities' proposed limitation on Request No. 26 has no basis in the attorney-client privilege or in the scope of the parties' allegations. The Court should compel compliance with Request No. 26 as written.

G. Documents relevant to the ELA

In Requests for Production Nos. 51 and 54 directed to BBI, TSPC requested that BBI produce several categories of documents relevant to its claim that TSPI violated the ELA by “fail[ing] to pay post-termination costs of employees leased by TSPI from BBI.” *See* Rec. Doc. 87 ¶¶ 46–48. In particular, in Request No. 51, TSPC requested that BBI “[p]roduce all documents related to the claim that TSP Institute violated the Employee Leasing Agreement.” Exh. 1 p. 18. Similarly, in Request No. 54, TSPC requested that BBI:

Produce the following documents related to TSPI:

- (a) the plan document and the summary plan description for employees of TSPI;
- (b) copies of agreements between the plan and any administrator, broker, insurer, or other vendor;
- (c) all notices sent to covered TSPI employees, as required by ERISA and otherwise;
- (d) a copy of any communication sent to TSPI regarding the plan terms;
- (e) any notice to TSPI of its alleged obligation to fund the claims account and/or pay run-out claims or other claims, and any financial reports of such claims provided to TSPI;
- (f) an accounting of all claims payments provided with respect to TSPI employees, and copies of all communications sent to TSPI with respect to such claims, as required by ERISA or otherwise;

- (g) any other agreement executed by TSPI under which it agrees to pay run-out claims;
- (h) any records of payments to any Neill Entity of Plan funds;
- (i) all communications between any representative of BBI or a Neill Entity and any insurer, broker, administrator of the plan, including any financial reports received from any of those parties;
- (j) all filings by the Plan with the IRS, the Department of Labor, and other government agencies; and
- (k) if the plan is self-funded, all statements received with respect to the claims account.

Id. p. 19. The Neill Entities responded to these requests that they are “gathering the responsive documents and will accordingly produce those documents.” Exh. 5 pp. 30–32. Nonetheless, although it has now been three months since the Neill Entities’ initial discovery responses, they have produced nothing in response to these requests.

Request Nos. 51 and 54 request the basic documents needed to evaluate BBI’s claim that TSPI violated the ELA by failing to pay the run-off cost of health insurance claims for employees leased by TSPI from BBI, as well as TSPI’s defense that this claim is preempted by ERISA. *See* Rec. Doc. 92. Accordingly, there is no colorable objection to production, and the Court should compel responses to those requests.

H. Documents relevant to the conversion claim

BBI has claimed that “[w]hen he was no longer an officer or employee, Petrillo, without right or authority, took and/or converted at least \$110,000.00, which is the property of BBI.” Rec. Doc. 87 ¶ 82. In Request for Production No. 52, TSPC requested that BBI “[p]roduce all documents related to” this claim. Exh. 1 p. 18. As with Requests Nos. 51 and 54, BBI responded that it was “gathering the responsive documents and will accordingly produce those documents.” Exh. 5 p. 32. Also as with Requests Nos. 51 and 54, however, BBI has, to date, produced nothing.

Request No. 52 is clearly relevant to BBI's conversion claim, and a response to it is all the more necessary in light of the fact that BBI's claim includes effectively no detail about the alleged conversion other than the bare allegation that it occurred. A response to Request No. 52 therefore should be compelled.

CONCLUSION

For these reasons, TSPC respectfully requests that the Court compel complete responses to the specific interrogatories and requests for production discussed above.

Respectfully submitted,

/s/ Andrew R. Lee

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing pleading has been served on all counsel of record by filing via this Court's CM/ECF System this 19th day of April, 2016.

/s/ Andrew R. Lee

Type	#	Respondent	Interrogatory / Request	Objection	Response / Supplement
RESPONSES AND OBJECTIONS OF BEAUTY BASICS, INC.					
Interrogatory	1	BBI	Describe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.	BBI objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence.	<p>RESPONSE 1/20/16:</p> <p>Subject to and without waiving this objection, BBI answers as follows:</p> <p>Legal invoices are currently invoiced to Neill Corp. and an apportionment is determined at discretion of the Neill Entities. Previously, for a short period of time, fees and costs were equally allocated among the four (4) Entities.</p> <p>SUPPLEMENT 4/13/16:</p> <p>Subject to and without waiving its prior objection, BBI will supplement this answer.</p>
Interrogatory	10	BBI	Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.	BBI objects to this Interrogatory to the extent it seeks the mental impressions of counsel.	<p>RESPONSE 1/20/16:</p> <p>Subject to and without waiving this objection, BBI answers as follows:</p> <p>If TSPC had properly resigned, as required to do when it repudiated the Consulting Agreement, then TSPC's damages would be limited to a certain percentage of the fair market value of the Neill Entities, and TSPC would not be entitled to any claimed profits of the Neill Entities.</p> <p>SUPPLEMENT 4/13/16:</p> <p>10. BBI maintains its prior objection to this Interrogatory. Subject to and without waiving this objection, BBI will provide a response shortly.</p>
Interrogatory	15	BBI	Identify: (a) the section(s) of the Employee Lease Agreement that require TSPI to fund run-out claims; (b) the name of the health plan under which TSPI employees had coverage; (c) the provisions of the plan documents that require TSPI to fund claims, and/or run-out claims; (d) the names of the plan administrator and plan fiduciary; (e) the name of any insurer, broker, or administrator of the plan during the term of the Employee Lease Agreement and/or the period during which TSPI employees were covered under the plan. (f) the name of each TSPI employee covered under the plan, and the period of coverage for such employee; (g) the name of each TSPI employee with respect to which BBI seeks reimbursement, and a report of the claims for which reimbursement is sought; and (h) if the plan is self-funded, the name of the bank account that serves as the claims account, identifying the bank at which the account is held.	BBI objects to this Interrogatory as overly broad, unduly burdensome and not reasonably calculated to the lead to the discovery of admissible evidence.	<p>RESPONSE 1/20/16:</p> <p>Subject to and without waiving these objections, BBI answers as follows: (a) Sections 2.4 and 6.2. (b)-(h) BBI is in the process of gathering the responsive information.</p>

Type	#	Respondent	Interrogatory / Request	Objection	Response / Supplement
Request For Production	2	BBI	Produce all reports or other documents that relate to the value or that contain a valuation of BBI.	BBI objects to this Request as overly broad and unduly burdensome.	<p>RESPONSE 1/20/16: Subject to and without waiving these objections, BBI responds as follows: BBI is currently attempting to locate any responsive documents, if any exist.</p> <p>SUPPLEMENT 4/13/16: 2. Subject to prior objections, and without waiving same, BBI responds as follows: BBI is not in possession of documents in addition to those already produced.</p>
Request For Production	7	BBI	Produce all e-mails, text messages, recordings, letters, notes, calendars, diaries, or other documents related to: (i) any fact or allegation set forth in your pleadings; (ii) Thomas Petrillo or TSPC; (iii) the Consulting Agreement; (iv) the dispute between BBI and TSPC/Thomas Petrillo; or (v) the establishment, term, or renewal of BBI's distributor relationship with Aveda, at any time.	BBI objects to this Request as overly broad and unduly burdensome.	<p>RESPONSE 1/20/16: Subject to and without waiving these objections, BBI responds as follows: See NE00130 -00211</p>
Request For Production	14	BBI	Produce any and all statements submitted by BBI to Chase Bank for the years 2007 through 2015.	BBI objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	<p>RESPONSE 1/20/16: Subject to and without waiving these objections, BBI responds as follows: See Response To Request For Production No. 15, infra.</p> <p>SUPPLEMENT 4/13/16: 14. Subject to prior objections and without waiving same, BBI supplements its response as follows: See documents produced on April 1, 2016, and those produced April 13, 2016.</p>
Request For Production	17	BBI	For each month beginning May 1, 2015, through the present date, produce the following for BBI: (a) a complete digital download of the General Ledger of all cash accounts, including any such field information that includes a complete listing of payments, by vendor, and including a list of all journal entries, adjusting journal entries, and any entries made to cash; and (b) all credit card statements for that period, including all credit cards either paid directly by BBI, or for which BBI provided reimbursement.	BBI objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	<p>RESPONSE 1/20/16: Subject to and without waiving these objections, BBI responds as follows: See Response To Request For Production No. 15, supra. [See NE00213 -394]</p> <p>Supplemental Response 4.13.16: BBI will agree to produce a copy of the General Ledger for the period 5/1/2015 - 5/23/2015. Production of this General Ledger will be made shortly.</p>
Request For Production	18	BBI	Produce any and all documents that refer or relate to any BBI budget for the fiscal years ended June 30, 2012 to June 30, 2016, including but not limited to drafts of said budgets.	BBI objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	<p>RESPONSE 1/20/16: Subject to and without waiving these objections, BBI responds as follows: See Response To Request For Production No. 15, supra. [See NE00213 -394]</p> <p>Supplemental Response 4.13.16: BBI has produced all responsive documents for the period 2007 - 5/23/2015.</p>

Type	#	Respondent	Interrogatory / Request	Objection	Response / Supplement
Request For Production	22	BBI	Produce any and all documents that refer or relate in any way to the decision or action by BBI to coordinate its business operations with those of TSPC or any TSPC affiliate.	BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	<p>RESPONSE 1/20/16:</p> <p>Subject to and without waiving these objections, BBI responds as follows: BBI does not know how to respond to this Request.</p> <p>SUPPLEMENT 4/13/16:</p> <p>See NE00726-01308, produced April 1, 2016. Per our teleconference on April 11, 2016, BBI will further supplement this response shortly.</p>
Request For Production	23	BBI	Produce all draft and final minutes of BBI's board meetings.	<p>BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.</p> <p>Supplement 4.13.16:</p> <p>BBI maintains its prior objections to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. BBI further objects to this Request to the extent draft minutes prepared by counsel for the Neill Entities may include attorney-client privileged information.</p>	<p>RESPONSE 1/20/16:</p> <p>Subject to and without waiving these objections, BBI responds as follows: BBI is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit-namely October 1, 2014-May 1, 2015.</p> <p>SUPPLEMENT 4/13/16:</p> <p>Subject to and without waiving these objections, BBI responds as follows:</p> <p>See documents produced April 13, 2016. BBI has produced all unprivileged, responsive documents for the time period 1/1/2009 - 5/23/2015.</p>
Request For Production	24	BBI	Produce all draft and final minutes of BBI's shareholder meetings.	BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	<p>RESPONSE 1/20/16:</p> <p>Subject to and without waiving these objections, BBI responds as follows: BBI is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit -- namely October 1, 2014 - May 1, 2015.</p> <p>SUPPLEMENT 4/13/16:</p> <p>See Response to Request No. 23.</p>
Request For Production	25	BBI	Produce all shareholder consents of the BBI's shareholders.	BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	<p>RESPONSE 1/20/16:</p> <p>Subject to and without waiving these objections, BBI responds as follows: BBI is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit-namely October 1, 2014-May 1, 2015.</p> <p>SUPPLEMENT 4/13/16:</p> <p>See Response to Request No. 23.</p>

Type	#	Respondent	Interrogatory / Request	Objection	Response / Supplement
Request For Production	26	BBI	Produce any and all detailed cellular and land line phone bills and statements for each and every cellular, mobile, land, or other telephone line account that is in the name of and/or is paid for by you, for the time period 2008 through the present date.	<p>BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.</p> <p>Supplement 4.13.16:</p> <p>BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. further objects in so far as attorney-client privileged communications are called for.</p>	<p>RESPONSE 1/20/16:</p> <p>Subject to and without waiving these objections, BBI responds as follows: BBI is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit-namely October 1, 2014-May 1, 2015.</p> <p>SUPPLEMENT 4/13/16:</p> <p>Subject to and without waiving these objections, BBI responds as follows:</p> <p>BBI will produce responsive documents for cellular and land line phone bills and statements for Debra Neill, Edwin Neill III, and Marty Neill Hebeisen, redacted except for phone calls to each other or Thomas C. Petrillo, Robert H. Willis, Jr., Mary Fahy, Dominique Conseil, or Seth Hebert, for the period 7/1/2014-6/1/2015 shortly.</p>
Request For Production	51	BBI	Produce all documents related the claim that TSP Institute violated the Employee Leasing Agreement.	<p>BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>RESPONSE 1/20/16: Subject to and without waiving these objections, BBI responds as follows: BBI is gathering the responsive documents and will accordingly produce those documents.</p>
Request For Production	52	BBI	Produce all documents related to the claim that TSPC and Thomas Petrillo converted any of your property or funds.	<p>BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>RESPONSE 1/20/16: Subject to and without waiving these objections, BBI responds as follows: BBI is gathering the responsive documents and will accordingly produce those documents.</p>
Request For Production	54	BBI	Produce the following documents related to TSPI: (a) the plan document and the summary plan description for employees of TSPI; (b) copies of agreements between the plan and any administrator, broker, insurer, or other vendor; (c) all notices sent to covered TSPI employees, as required by ERISA and otherwise; (d) a copy of any communication sent to TSPI regarding the plan terms; (e) any notice to TSPI of its alleged obligation to fund the claims account and/or pay run-out claims or other claims, and any financial reports of such claims provided to TSPI; (f) an accounting of all claims payments provided with respect to TSPI employees, and copies of all communications sent to TSPI with respect to such claims, as required by ERISA or otherwise; (g) any other agreement executed by TSPI under which it agrees to pay run-out claims; (h) any records of payments to any Neill Entity of Plan funds; (i) all communications between any representative of BBI or a Neill Entity and any insurer, broker, administrator of the plan, including any financial reports received from any of those parties; (j) all filings by the Plan with the IRS, the Department of Labor, and other government agencies; and (k) if the plan is self-funded, all statements received with respect to the claims account.	<p>BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>RESPONSE 1/20/16: Subject to and without waiving these objections, BBI responds as follows: BBI is gathering the responsive documents and will accordingly produce those documents.</p>

Type	#	Respondent	Interrogatory / Request	Objection	Response / Supplement
RESPONSES AND OBJECTIONS OF NEILL CORP.					
Interrogatory	1	Neill Corp.	Describe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.	Neill Corp. objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving this objection, Neill Corp. answers as follows: Legal invoices are currently invoiced to Neill Corp. and an apportionment is determined at discretion of the Neill Entities. Previously, for a short period of time, fees and costs were equally allocated among the four (4) Entities. SUPPLEMENT 4/13/16: [Cross-references BBI pledge to provide the answer at uncertain future date.]
Interrogatory	11	Neill Corp.	Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.	Neill Corp. objects to this Interrogatory to the extent it seeks the mental impressions of counsel.	RESPONSE 1/20/16: Subject to and without waiving this objection, Neill Corp. answers as follows: If TSPC had properly resigned, as required to do when it repudiated the Consulting Agreement, then TSPC's damages would be limited to a certain percentage of the fair market value of the Neill Entities, and TSPC would not be entitled to any claimed profits of the Neill Entities. SUPPLEMENT 4/13/16: [Cross-references BBI pledge to provide the answer at uncertain future date.]
Request For Production	2	Neill Corp.	Produce all reports or other documents that relate to the value or that contain a valuation of Neill Corp.	Neill Corp. objects to this Request as overly broad and unduly burdensome.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Corp. responds as follows: Neill Corp. is currently attempting to locate any responsive documents, if any exist.
Request For Production	7	Neill Corp.	Produce all e-mails, text messages, recordings, letters, notes, calendars, diaries, or other documents related to: (i) any fact or allegation set forth in the original Petition or in your proposed Amended Complaint; (ii) Thomas Petrillo or TSPC; (iii) the Consulting Agreement; (iv) the dispute between Neill Corp. and TSPC/Thomas Petrillo; or (v) the establishment, term, or renewal of Neill Corp.'s distributor relationship with Aveda, at any time.	Neill Corp. objects to this Request as overly broad and unduly burdensome.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Corp. responds as follows: See NE00130 -00211
Request For Production	14	Neill Corp.	Produce any and all statements submitted by Neill Corp. to Chase Bank for the years 2007 through 2015.	Neill Corp. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Corp. responds as follows: see Response to # 15, infra.
Request For Production	15	Neill Corp.	Produce any and all consolidated statements for the Neill Entities for the years 2007 through 2015.	Neill Corp. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Corp. responds as follows: see NE00213-394
Request For Production	17	Neill Corp.	For each month beginning May 1, 2015, through the present date, produce the following for Neill Corp.: (a) a complete digital download of the General Ledger of all cash accounts, including any such field information that includes a complete listing of payments, by vendor, and including a list of all journal entries, adjusting journal entries, and any entries made to cash; and (b) all credit card statements for that period, including all credit cards either paid directly by Neill Corp., or for which Neill Corp. provided reimbursement.	Neill Corp. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Corp. responds as follows: see Response to # 15, supra. SUPPLEMENT 4/13/16: [Cross-references BBI pledge to provide responsive documents at uncertain future date.]
Request For Production	18	Neill Corp.	Produce any and all documents that refer or relate to any Neill Corp. budget for the fiscal years ended June 30, 2012 to June 30, 2016, including but not limited to drafts of said budgets.	Neill Corp. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Corp. responds as follows: see Response to # 15, supra.

Type	#	Respondent	Interrogatory / Request	Objection	Response / Supplement
Request For Production	22	Neill Corp.	Produce any and all documents that refer or relate in any way to the decision or action by Neill Corp. to coordinate its business operations with those of TSPC or any TSPC affiliate.	Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Corp. responds as follows: Neill Corp. does not know how to respond to this Request. SUPPLEMENT 4/13/16: [Cross-references BBI pledge to provide the answer at uncertain future date.]
Request For Production	23	Neill Corp.	Produce all draft and final minutes of Neill Corp.'s board meetings.	Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Corp. responds as follows: Neill Corp. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit- namely October 1, 2014-May 1, 2015.
Request For Production	24	Neill Corp.	Produce all draft and final minutes of Neill Corp.'s shareholder meetings.	Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Corp. responds as follows: Neill Corp. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit- namely October 1, 2014-May 1, 2015.
Request For Production	25	Neill Corp.	Produce all shareholder consents of the Neill Corp.'s shareholders.	Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Corp. responds as follows: Neill Corp. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit- namely October 1, 2014-May 1, 2015.
Request For Production	26	Neill Corp.	Produce any and all detailed cellular and land line phone bills and statements for each and every cellular, mobile, land, or other telephone line account that is in the name of and/or is paid for by you, for the time period 2008 through the present date.	Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Corp. responds as follows: Neill Corp. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit- namely October 1, 2014-May 1, 2015. SUPPLEMENT 4/13/16: [Cross-references BBI pledge to provide improperly redacted documents at uncertain future date.]
RESPONSES AND OBJECTIONS OF NEILL TECH.					
Interrogatory	1	Neill Tech.	Describe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.	Neill Tech. objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving this objection, Tech. answers as follows: Legal invoices are currently invoiced to Tech. and an apportionment is determined at the discretion of the Neill Entities. Previously, for a short period of time, fees and costs were equally allocated among the four (4) Entities. SUPPLEMENT 4/13/16: [Cross-references BBI pledge to provide the answer at uncertain future date.]
Interrogatory	10	Neill Tech.	Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.	Neill Tech. objects to this Interrogatory to the extent it seeks the mental impressions of counsel.	RESPONSE 1/20/16: Subject to and without waiving this objection, Neill Tech. answers as follows: If TSPC had properly resigned, as required to do when it repudiated the Consulting Agreement, then TSPC's damages would be limited to a certain percentage of the fair market value of the Neill Entities, and TSPC would not be entitled to any claimed profits of the Neill Entities. SUPPLEMENT 4/13/16: [Cross-references BBI pledge to provide the answer at uncertain future date.]
Interrogatory	17	Neill Tech.	For each month beginning May 1, 2015, through the present date, produce the following for Neill Tech.: (a) a complete digital download of the General Ledger of all cash accounts, including any such field information that includes a	Neill Tech. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Tech. responds as follows: See Response to Request for Production No. 15, supra. SUPPLEMENT 4/13/16: [Cross-references BBI pledge to provide the answer at uncertain future date.]

Type	#	Respondent	Interrogatory / Request	Objection	Response / Supplement
Request For Production	2	Neill Tech.	Produce all reports or other documents that relate to the value or that contain a valuation of Neill Tech.	Neill Tech. objects to this Request as overly broad and unduly burdensome.	RESPONSE 1/20/16: Subject to and without waiving these objections, Vital responds as follows: Neill Tech. is currently attempting to locate any responsive documents, if any exist. SUPPLEMENT 4/13/16: [Cross-references BBI claim that no documents are available, but this is unlikely in the case of Neill Tech.]
Request For Production	7	Neill Tech.	Produce all e-mails, text messages, recordings, letters, notes, calendars, diaries, or other documents related to: (i) any fact or allegation set forth in the original Petition or in your pleadings; (ii) Thomas Petrillo or TSPC; (iii) the Consulting Agreement; (iv) the dispute between Neill Tech. and TSPC/Thomas Petrillo; or (v) the establishment, term, or renewal of Neill Tech.'s distributor relationship with Aveda, at any time.	Neill Tech. objects to this Request as overly broad and unduly burdensome.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Tech. responds as follows: See NE00130-00211
Request For Production	14	Neill Tech.	Produce any and all statements submitted by Neill Tech. to Chase Bank for the years 2007 through 2015.	Neill Tech. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Tech. responds as follows: See Response to Request for Production No. 15, infra.
Request For Production	18	Neill Tech.	Produce any and all documents that refer or relate to any Neill Tech. budget for the fiscal years ended June 30, 2012 to June 30, 2016, including but not limited to drafts of said budgets.	Neill Tech. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Tech. responds as follows: See Response to Request for Production No. 15, supra.
Request For Production	22	Neill Tech.	Produce any and all documents that refer or relate in any way to the decision or action by Neill Tech. to coordinate its business operations with those of TSPC or any TSPC affiliate.	Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Tech. responds as follows: Neill Tech. does not know how to respond to this Request. SUPPLEMENT 4/13/16: [Cross-references BBI pledge to provide the answer at uncertain future date.]
Request For Production	23	Neill Tech.	Produce all draft and final minutes of Neill Tech.'s board meetings.	Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Tech. responds as follows: Neill Tech. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit-namely October 1, 2014-May 1, 2015.
Request For Production	24	Neill Tech.	Produce all draft and final minutes of Neill Tech.'s shareholder meetings.	Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Tech. responds as follows: Neill Tech. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit-namely October 1, 2014-May 1, 2015.
Request For Production	25	Neill Tech.	Produce all shareholder consents of the Neill Tech.'s shareholders.	Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Tech. responds as follows: Neill Tech. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit-namely October 1, 2014-May 1, 2015.
Request For Production	26	Neill Tech.	Produce any and all detailed cellular and land line phone bills and statements for each and every cellular, mobile, land, or other telephone line account that is in the name of and/or is paid for by you, for the time period 2008 through the present date.	Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Neill Tech. responds as follows: Neill Tech. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit-namely October 1, 2014-May 1, 2015.

Type	#	Respondent	Interrogatory / Request	Objection	Response / Supplement
RESPONSES AND OBJECTIONS OF VITAL INFORMATION SYSTEMS, INC.					
Interrogatory	1	Vital Info. Sys.	Describe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.	Vital objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving this objection, Vital answers as follows: Legal invoices are currently invoiced to Vital and an apportionment is determined at discretion of the Neill Entities. Previously, for a short period of time, fees and costs were equally allocated among the four (4) Entities. SUPPLEMENT 4/13/16: Cross-references BBI pledge to provide the answer at uncertain future date.
Interrogatory	11	Vital Info. Sys.	Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.	Vital objects to this Interrogatory to the extent it seeks the mental impressions of counsel.	RESPONSE 1/20/16: Subject to and without waiving this objection, Vital answers as follows: If TSPC had properly resigned, as required to do when it repudiated the Consulting Agreement, then TSPC's damages would be limited to a certain percentage of the fair market value of the Neill Entities, and TSPC would not be entitled to any claimed profits of the Neill Entities. SUPPLEMENT 4/13/16: Cross-references BBI pledge to provide the answer at uncertain future date.
Request For Production	7	Vital Info. Sys.	Produce all e-mails, text messages, recordings, letters, notes, calendars, diaries, or other documents related to: (i) any fact or allegation set forth in the original Petition or in your proposed Amended Complaint; (ii) Thomas Petrillo or TSPC; (iii) the Consulting Agreement; (iv) the dispute between Vital and TSPC/Thomas Petrillo; or (v) the establishment, term, or renewal of Vital's distributor relationship with Aveda, at any time.	Vital objects to this Request as overly broad and unduly burdensome.	RESPONSE 1/20/16: Subject to and without waiving these objections, Vital responds as follows: See NE00130-00211.
Request For Production	14	Vital Info. Sys.	Produce any and all statements submitted by Vital to Chase Bank for the years 2007 through 2015.	Vital objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Vital responds as follows: See Response to Request for Production No. 15, infra.
Request For Production	17	Vital Info. Sys.	For each month beginning May 1, 2015, through the present date, produce the following for Vital: (a) a complete digital download of the General Ledger of all cash accounts, including any such field information that includes a complete listing of payments, by vendor, and including a list of all journal entries, adjusting journal entries, and any entries made to cash; and (b) all credit card statements for that period, including all credit cards either paid directly by Vital, or for which Vital provided reimbursement.	Vital objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Vital responds as follows: See Response to Request for Production No. 15, supra.
Request For Production	18	Vital Info. Sys.	Produce any and all documents that refer or relate to any Vital budget for the fiscal years ended June 30, 2012 to June 30, 2016, including but not limited to drafts of said budgets.	Vital objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Vital responds as follows: See Response to Request for Production No. 15, supra.
Request For Production	22	Vital Info. Sys.	Produce any and all documents that refer or relate in any way to the decision or action by Vital to coordinate its business operations with those of TSPC or any TSPC affiliate.	Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Vital responds as follows: Vital does not know how to respond to this Request. SUPPLEMENT 4/13/16: Cross-references BBI pledge to provide the answer at uncertain future date.
Request For Production	23	Vital Info. Sys.	Produce all draft and final minutes of Vital's board meetings.	Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Vital responds as follows: Vital is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit-namely October 1, 2014-May 1, 2015.

Type	#	Respondent	Interrogatory / Request	Objection	Response / Supplement
Request For Production	24	Vital Info. Sys.	Produce all draft and final minutes of Vital's shareholder meetings.	Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Vital responds as follows: Vital is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit-namely October 1, 2014-May 1, 2015.
Request For Production	25	Vital Info. Sys.	Produce all shareholder consents of the Vital's shareholders.	Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Vital responds as follows: Vital is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit-namely October 1, 2014-May 1, 2015.
Request For Production	26	Vital Info. Sys.	Produce any and all detailed cellular and land line phone bills and statements for each and every cellular, mobile, land, or other telephone line account that is in the name of and/or is paid for by you, for the time period 2008 through the present date.	Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.	RESPONSE 1/20/16: Subject to and without waiving these objections, Vital responds as follows: Vital is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit-namely October 1, 2014-May 1, 2015. SUPPLEMENT 4/13/16: Cross-references BBI pledge to provide improperly redacted responsive documents at uncertain future date.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

NEILL CORPORATION

versus

TSP CONSULTING, LLC

CIVIL ACTION NO. 15-964

SECTION (ZAINERY)

DIVISION 3 (KNOWLES)

**TSP CONSULTING, LLC'S FIRST SET OF INTERROGATORIES AND REQUESTS
FOR PRODUCTION OF DOCUMENTS TO BEAUTY BASICS, INC.**

TO: Beauty Basics, Inc.
through their Attorneys of Record:
RANDALL A. SMITH
J. GEOFFREY ORMSBY
L. TIFFANY HAWKINS
SMITH & FAWER, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170

Pursuant to Federal Rules of Civil Procedure 26, 33, 34 and 37, Defendant/Plaintiff-in-Counterclaim, TSP Consulting, LLC ("TSPC"), through undersigned counsel, submit the following Interrogatories and Requests for Production to Plaintiff/Defendant-in-Counterclaim, Beauty Basics, Inc. ("BBI"). The Interrogatories are to be answered separately, fully, in writing, and under oath within the time required by law. With regard to the Requests for Production, TSPC requests that BBI produce the responsive documents (in the format set forth below), and other items for inspection and/or copying at the offices of Jones Walker LLP, 201 St. Charles Avenue, Suite 4900, New Orleans Louisiana 70170, within the time required by law. Alternatively, BBI may comply with the Requests for Production by providing a true and accurate copy of the documents and items sought to counsel for TSPC within the time required

by law (subject to TSPC's right to inspect the originals). BBI is also required by Federal Rule of Civil Procedure 34(b) to serve written responses to TSPC's Requests for Production of Documents separately, fully, and under oath within the same time period. The following instructions and definitions shall apply to all Interrogatories and Requests for Production unless specifically noted otherwise.

INSTRUCTIONS

1. Restate each Interrogatory and Request for Production in full immediately preceding the written response to same.

2. Where knowledge or information of or possession or control by a party is requested or inquired of, such request or inquiry includes knowledge, information, possession or control of or by the party's agents, servants, employees, representatives, and attorneys.

3. If an objection is submitted in response to any Interrogatory or Request for Production, the reasons for the objection must be specified. To the extent the Interrogatory or Request for Production is not considered objectionable, an answer and/or responsive information requested must be provided. An otherwise proper Interrogatory or Request for Production is not objectionable merely because an answer or response involves an opinion or contention that relates to a fact or the application of law to a fact.

4. With respect to each document otherwise called for by an Interrogatory or Request for Production as to which you assert a claim of privilege or applicability of the work product doctrine, please separately state the following, in addition to the information previously requested:

- The type of document(s);
- The date of the document(s);
- The name, business address, and present position of its author(s);
- The position of the author(s) at the time the document(s) was/were prepared;
- The name, business address, and present position of its addressee and all other recipients of the document(s);
- The position of its addressee and all other recipients at the time the document(s) was/were prepared and at the time it was received;
- A general description of the subject matter of the document(s);

- The basis of any claim of the privilege; and
- The facts and law upon which you will rely in support of that contention in response to a Motion to Compel.

A privilege log is also required.

5. For each Interrogatory or Request for Production, identify the person answering on your behalf and any person(s) consulted in preparing your answers, indicating which response each person aided in answering. Answers to Interrogatories must be signed by the person making them. Objections to Interrogatories must be signed by the attorney making them.

6. Production of responsive documents should be made in the form or forms in which the information is ordinarily maintained or in a reasonably usable form. BBI shall also produce all reasonably accessible metadata that will enable the requesting party to have the same ability to access, search, and display the information as the producing party where appropriate or necessary in light of the nature of the information and the needs of the case.

7. In response to the requests for production, produce the original media and all copies that differ from the original in any respect, such as notations made on the copy. These requests are also intended to include all media of any nature that are now or have at any time been within your care, custody or control. If a document or media is no longer in your care, custody or control, identify its disposition.

8. In producing documents, please segregate which documents are being produced in response to which particular discovery request.

9. BBI must reasonably amend any prior response or production upon learning that the prior response or production is in some material respect incomplete or incorrect and if the additional or corrective information has not otherwise been made known to the requesting party during discovery or in writing.

10. Whenever appropriate, the singular form of a word shall be interpreted in the plural and vice-versa, and the masculine gender shall include the feminine and neuter genders and vice-versa.

11. If any requested document is unavailable because it has been lost, discarded, or destroyed, please summarize for each such document: (i) its date, author, addressee, signatory, type, content, and length; (ii) the date and circumstances under which it was lost, discarded, or destroyed; (iii) the identity of any persons who ordered or directed it to be discarded or destroyed; and (iv) the identity of any person who has knowledge of the circumstances under which the document was lost, discarded, or destroyed.

12. The definitions and instructions set forth herein are expressly incorporated by reference and made a part of each of the requests set forth below.

DEFINITIONS

1. **“BBI,” “You,” or “Yours,”** refers to Beauty Basics, Inc., including any of its officers, directors, affiliates, predecessors and successors in interest, parent corporations, divisions, subsidiaries, area and regional offices, assignees, trustees, employees, experts, attorneys, agents, consultants, representatives, and other persons acting on its behalf.
2. The following entity definitions shall apply:
 - (a) **“Neill Corp.”** refers to Neill Corporation;
 - (b) **“Neill Tech.”** refers to Neill Technologies, Inc.; and
 - (c) **“Vital”** refers to Vital Information Systems, Inc.

These entities and BBI shall collectively be referred to as the **“Neill Entities.”**

3. **“Claim”** shall mean any type of complaint, dispute, charge, or grievance, whether verbal, written, formal, informal, internal, external, administrative, or judicial, including but not limited to those submitted to any local, state, or federal body, administrative claims, alternative dispute resolution proceedings, lawsuits, and any other request for relief on the basis of a complaint, dispute, charge, or grievance.

4. **“Custodian,”** including all forms thereof, shall mean any natural or legal person possessing or responsible for maintaining and/or preserving any document, evidence, exhibit or other item.

5. **“Describe,”** including all forms thereof, with regard to a document shall mean to: (A) identify the author of the document, (B) identify all recipients of the document, (C) provide the date the document was created, (D) summarize the subject matter, information and/or topic of or referenced in the document, and (E) identify the current custodian(s) of the document. With regard to any evidence, exhibit, or other tangible item, “describe” shall mean to: (A) provide a physical description of the item, (B) provide any trade or generic names of the evidence, exhibit, or item, (C) identify the manufacturer or creator of the evidence, exhibit, or item, (D) summarize the subject matter, information and/or topic to which the evidence, exhibit, or item relates, and (E) identify the current custodian(s) of the item.

6. **“Document,”** including all forms thereof, shall mean written or recorded matter of every kind, including but not limited to, electronic data stored in any computer or on any magnetic or optical storage media, however produced or reproduced, whether preliminary, revised, superseded or replaced, original or reproduction, and the originals, and all non-identical copies, different from the originals by reason of any notation made on such copies or otherwise, of the following: contracts, agreements, correspondence, logs, telegrams, telexes, computer printouts, reports, studies, records, schedules, diaries, calendars, handbooks, manuals, invoices, purchase orders, accounting records and work sheets, drawings, sketches, charts, notes, estimates, summaries, inventories, minutes of meetings, memoranda, including inter-corporate, intra-corporate, inter-office and intra-office memoranda, and memoranda regarding conferences, conversations or telephone conversations, and any and all other tapes, papers, computer disks, or

other recorded, filmed, written, printed or typed matters of any kind or description, includes any summary, compilation, or index of documents, evidence, exhibits, or other tangible items.

7. **“Evidence,”** including all forms thereof, refers to witnesses or other individuals, documents, and exhibits. With regard to witnesses or other individuals, the term “evidence” includes the name, address, telephone number, and a brief description of the testimony expected of each person identified. With regard to documents and exhibits, “evidence” includes a description of the documents or exhibits.

8. **“Identify,”** including all forms thereof, with regard to a natural person or corporation shall mean:

(a) When used in reference to an individual: his/her full name; present or last known business and residence address; and his/her last known business affiliation and position;

(b) When used in reference to a corporation: its full name; its state of incorporation; its official name; its organizational form; its primary address; and telephone number.

(c) When used in reference to a document or other tangible items: the description and type of document; date; author; addressee; title; its present location; name and address of its custodian; and the substance of the contents thereof (in lieu of identifying documents, copies thereof may be furnished);

(d) When used in reference to any act, occurrence, meeting, transaction, or conduct: the event or events constituting such act; its (their) location(s); the date and time; the particular persons participating or present; and the documents relating to or referring in any way thereto;

9. **“Person,”** including the plural and other forms thereof, shall mean any natural person, corporation, partnership, sole proprietorship, association, institute, governmental subdivision, joint venture, trust, firm, organization, or other entity regardless of its status as privately owned, publicly owned, for profit, or nonprofit.

10. **“Communication,”** means any transmission of information by written, oral, pictorial, or other perceptible means, including, but not limited to, correspondence, e-mails, telegraph, cables, telephone conversations, and personal conversations.

11. **“Pertain to,” “pertaining to,” or “pertaining thereto”** means commenting upon, including, concerning, containing, regarding, discussing, reflecting, relating to, relevant to, used in connection with, embodying or evidencing, and should be construed in the broadest sense of the word.

12. A document that **“relates to”** any given subject means any document that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, irrespective of whether it supports or refutes your position, including without limitation, documents concerning the preparation of other documents.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.

INTERROGATORY NO. 2:

Identify which of the Neill Entities has been invoiced by the Smith Fawer law firm or any attorney or law firm for any legal fees related to the preparation of any motions or pleadings filed on your behalf in this proceeding, and otherwise for providing advice to you related to the prosecution or defense of claims in this proceeding. Further, identify the amount(s) charged for the services described in this Interrogatory.

INTERROGATORY NO. 3:

Identify any and all cellular or mobile phones for which service is paid by you for the time period 2008 through the present date. For each cellular phone identified please state: (i) the cellular phone number; (ii) the employee or employees to whom the phone is assigned; and (iii) the cellular phone service carrier.

INTERROGATORY NO. 4:

Identify any and all persons with knowledge that refers or relates to your allegations that TSPC or Thomas Petrillo: “intentionally induced or caused TSPC to breach the Consulting Agreement,” “breached his fiduciary duty of loyalty and a duty of care,” breached the Consulting Agreement by failing to seek the extension of the Neill Entities’ Distributor Agreement with Aveda, or “sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled,” and/or “when TSPC and Petrillo announced it would

not perform its future obligations under the Consulting Agreement they anticipatorily repudiated the Consulting Agreement.”

INTERROGATORY NO. 5:

Identify what specific confidential information you contend Thomas Petrillo provided to Aveda regarding any of the Neill Entities, or any of those Entities’ principals, at any time, without first seeking your consent or waiver.

INTERROGATORY NO. 6:

Identify any and all steps you took in order to offer TSPC the opportunity to cure alleged breaches by TSPC of the Consulting Agreement.

INTERROGATORY NO. 7:

Identify and describe in detail the financial difficulties that you claim you experienced during 2008-2009, including in your answer the reasons therefor.

INTERROGATORY NO. 8:

Identify and describe in detail the “high-level services for Aveda” that you contend Thomas Petrillo performed or was performing at any time from 2009 through the present without your knowledge.

INTERROGATORY NO. 9:

Identify and describe all actions that TSPC and/or Thomas Petrillo initiated, proposed, or undertook that brought benefit to you after you and TSPC entered into the 2009 Consulting Agreement or any precursor to that agreement.

INTERROGATORY NO. 10:

Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their

repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

INTERROGATORY NO. 11:

State whether you, or any person acting on your behalf, has, or at any time within the previous five (5) years has had, possession of any audio or video recording of the voice or image of any person who has or had knowledge of any fact alleged in any of the pleadings filed on your behalf. If your answer is affirmative, identify: (a) the type of recording; (b) the person(s) whose voice and/or image is recorded; (c) the location of the media that contains the recording; (d) whether a transcript of the recording has been made; and (e) the subject matter of the recording.

INTERROGATORY NO. 12:

Identify any and all persons at Aveda who expressed concern that the principals of BBI or any other Neill Entity were not actively involved in management at all times and/or that Thomas Petrillo had taken over Neill Corp. and/or any other Neill Entity.

INTERROGATORY NO. 13:

Identify all persons who supplied facts, information, or documents identified in your answers to these Interrogatories.

INTERROGATORY NO. 14:

Identify every person you believe has knowledge of the facts alleged in your pleadings, including but not limited to all persons who witnessed and/or have personal knowledge of any alleged unlawful behavior.

INTERROGATORY NO. 15:

Identify:

(a) the section(s) of the Employee Lease Agreement that require TSPI to fund run-out claims;

- (b) the name of the health plan under which TSPI employees had coverage;
- (c) the provisions of the plan documents that require TSPI to fund claims, and/or run-out claims;
- (d) the names of the plan administrator and plan fiduciary;
- (e) the name of any insurer, broker, or administrator of the plan during the term of the Employee Lease Agreement and/or the period during which TSPI employees were covered under the plan.
- (f) the name of each TSPI employee covered under the plan, and the period of coverage for such employee;
- (g) the name of each TSPI employee with respect to which BBI seeks reimbursement, and a report of the claims for which reimbursement is sought; and
- (h) if the plan is self-funded, the name of the bank account that serves as the claims account, identifying the bank at which the account is held.

INTERROGATORY NO. 16

Identify any and all witnesses you may call to testify in support of your allegations and claims, and in support of your defenses to the claims brought against you, in this action.

INTERROGATORY NO. 17

Identify every person you believe has specialized knowledge or expertise and on whom you may rely as a testifying expert in any proceeding or trial in this action, providing the subject matter on which each such person may testify.

INTERROGATORY NO. 18

Identify any and all documents used in preparing your answers to these Interrogatories.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

Produce all documents or other tangible things referenced or relied upon in any of your answers to the above Interrogatories.

REQUEST FOR PRODUCTION NO. 2:

Produce all reports or other documents that relate to the value or that contain a valuation of BBI.

REQUEST FOR PRODUCTION NO. 3:

Produce any and all documents that refer or relate to any alleged breaches of the Consulting Agreement by TSPC or Thomas Petrillo.

REQUEST FOR PRODUCTION NO. 4:

Produce any and all documents that refer or relate in any way to any “Material Action(s)” that you contend were undertaken by TSPC in violation of the Consulting Agreement, including all written communications.

REQUEST FOR PRODUCTION NO. 5:

Produce any and all documents and tangible items that refer or relate to your allegations of improper or unauthorized conduct by Thomas Petrillo and/or TSPC in this lawsuit.

REQUEST FOR PRODUCTION NO. 6:

Produce any and all documents that relate in any way to your allegations that: “TSPC and Thomas Petrillo sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled”

REQUEST FOR PRODUCTION NO. 7:

Produce all e-mails, text messages, recordings, letters, notes, calendars, diaries, or other documents related to: (i) any fact or allegation set forth in your pleadings; (ii) Thomas Petrillo or TSPC; (iii) the Consulting Agreement; (iv) the dispute between BBI and TSPC/Thomas Petrillo; or (v) the establishment, term, or renewal of BBI's distributor relationship with Aveda, at any time.

REQUEST FOR PRODUCTION NO. 8:

Produce any and all documents that refer or relate to any opportunity you made available to TSPC to cure any "Material Actions" that you contend TSPC took, including, without limitation, all instances whereupon you provided TSPC with pre-suit notice of any events of breach of the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 9:

Produce any and all documents that refer or relate to any and all events and instances in which TSPC obtained consent of BBI or its shareholders on the basis of false or misleading information or through a lack of disclosure of all material facts.

REQUEST FOR PRODUCTION NO. 10:

Produce any and all documents that refer or relate to the "Profit Share Payments" (as said term is defined in the Consulting Agreement) for the fiscal years ended June 30, 2011 to June 30, 2016, including but not limited to documents that relate to the determination of the amount of each such payment.

REQUEST FOR PRODUCTION NO. 11:

Produce any and all documents that refer or relate in any way to your allegation that TSPC and Thomas Petrillo “announced” or otherwise indicated that either of them would not perform its or his obligations under the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 12:

Produce any and all documents that refer or relate to your allegations that TSPC or Thomas Petrillo “breached his fiduciary duty of loyalty and a duty of care.”

REQUEST FOR PRODUCTION NO. 13:

Produce any and all documents that refer or relate to your allegation that Thomas Petrillo intentionally induced or caused TSPC to breach the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 14:

Produce any and all statements submitted by BBI to Chase Bank for the years 2007 through 2015.

REQUEST FOR PRODUCTION NO. 15:

Produce any and all consolidated statements for the Neill Entities for the years 2007 through 2015.

REQUEST FOR PRODUCTION NO. 16:

Produce all BBI audited and unaudited financial statements for the fiscal years ended June 2008-2015, including any periodic statements.

REQUEST FOR PRODUCTION NO. 17:

For each month beginning May 1, 2015, through the present date, produce the following for BBI:

(a) a complete digital download of the General Ledger of all cash accounts, including any such field information that includes a complete listing of payments, by vendor, and including a list of all journal entries, adjusting journal entries, and any entries made to cash; and

(b) all credit card statements for that period, including all credit cards either paid directly by BBI, or for which BBI provided reimbursement.

REQUEST FOR PRODUCTION NO. 18:

Produce any and all documents that refer or relate to any BBI budget for the fiscal years ended June 30, 2012 to June 30, 2016, including but not limited to drafts of said budgets.

REQUEST FOR PRODUCTION NO. 19:

Produce a copy of any and all term sheets, including drafts and non-identical copies of term sheets, that relate to the extension of the Distribution Agreement, including but not limited to the December 10, 2014 term sheet, the December 19, 2014 term sheet, the December 23, 2014 term sheet, and the January 12, 2015 term sheet.

REQUEST FOR PRODUCTION NO. 20:

Produce any and all documents that refer or relate in any way to your allegation that Thomas Petrillo and/or TSPC breached the Consulting Agreement by failing to seek the extension of any of the Neill Entities' Distributor Agreement with Aveda.

REQUEST FOR PRODUCTION NO. 21:

Produce any and all documents that refer or relate to the extension of any of the Neill Entities' Distributor Agreement with Aveda, including but not limited to the proposal to create Newco.

REQUEST FOR PRODUCTION NO. 22:

Produce any and all documents that refer or relate in any way to the decision or action by BBI to coordinate its business operations with those of TSPC or any TSPC affiliate.

REQUEST FOR PRODUCTION NO. 23:

Produce all draft and final minutes of BBI's board meetings.

REQUEST FOR PRODUCTION NO. 24:

Produce all draft and final minutes of BBI's shareholder meetings.

REQUEST FOR PRODUCTION NO. 25:

Produce all shareholder consents of the BBI's shareholders.

REQUEST FOR PRODUCTION NO. 26:

Produce any and all detailed cellular and land line phone bills and statements for each and every cellular, mobile, land, or other telephone line account that is in the name of and/or is paid for by you, for the time period 2008 through the present date.

REQUEST FOR PRODUCTION NO. 27:

Produce any and all non-privileged documents, tangible things or information, including electronic mail and messages, stored on any computer, hard drive, CD, or any other media, that refer or relate to your claims, defenses, or alleged damages in this case.

REQUEST FOR PRODUCTION NO. 28:

Produce any and all documents or tangible items referenced in, or that you reviewed in preparing your pleadings.

REQUEST FOR PRODUCTION NO. 29:

Produce copies of any and all documents or tangible things you may introduce into evidence in support of your allegations and claims in your pleadings.

REQUEST FOR PRODUCTION NO. 30:

Produce any and all documents that refer or relate to any interview or statement you have obtained from any person related to the claims and defenses raised in this litigation.

REQUEST FOR PRODUCTION NO. 31:

With regard to any claim for damages you have asserted against TSPC or Thomas Petrillo, produce all documents related to such a claim, including but not limited to documents related to damages you contend have been or are being caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

REQUEST FOR PRODUCTION NO. 32:

Produce any and all audio or video recordings that relate or concern the allegations in your pleadings, including but not limited to recordings with employees of Aveda.

REQUEST FOR PRODUCTION NO. 33:

Produce the board rosters, or any and all documents that indicated board membership, for your company, for the period 2003 through the present.

REQUEST FOR PRODUCTION NO. 34:

Produce each and every agreement between you and Aveda, and any documents related thereto, including any and all communications with Aveda that relate in any way to any such agreement.

REQUEST FOR PRODUCTION NO. 35:

Produce all documents that relate to your interest in obtaining an extension of your distribution agreement with Aveda, at any time during or after 2009.

REQUEST FOR PRODUCTION NO. 36:

Produce all documents and recordings related to your allegation that Thomas Petrillo “brought an opportunity to the Neill Entities to extend the Distribution Agreement” “soon after” September 9, 2014.

REQUEST FOR PRODUCTION NO. 37:

Produce all documents and recordings related in any way to your communications with Aveda, or any Aveda representative, on or after September 9, 2014.

REQUEST FOR PRODUCTION NO. 38:

Produce all documents and recordings related in any way to your allegation that Petrillo was advised that BBI and Neill Tech. would derive no benefit from a 10-year extension of the Distribution Agreement.

REQUEST FOR PRODUCTION NO. 39:

Produce all documents and recordings, including any and all records of communications, related in any way to your allegation that TSPC and Thomas Petrillo were contractually obligated to seek an extension of the Distribution Agreement.

REQUEST FOR PRODUCTION NO. 40:

Produce all documents and recordings, including any and all records of communications, wherein you, or any person or entity affiliated with you, advised TSPC or Thomas Petrillo that it or he was abrogating or repudiating the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 41:

Produce all documents and recordings, including any and all records of communications, in which you, or any person or entity affiliated with you, expressed surprise, shock, or dismay in response to any of the following:

- (a) Edwin Neill, III's phone conversation with Bob Willis of December 4, 2014;
- (b) Thomas Petrillo's correspondence of December 10, 2014;
- (c) Thomas Petrillo's correspondence of December 23, 2014;
- (d) Thomas Petrillo's correspondence of January 12, 2015;
- (e) Thomas Petrillo's correspondence of January 14, 2015; and
- (f) Any Thomas Petrillo conversation that took place from November 2014 through

February 2015;

REQUEST FOR PRODUCTION NO. 42:

Produce all documents and recordings, including any and all records of communications, related in any way to communications from, to, or with Aveda regarding the Distribution Agreement, which took place in December 2014, or January, February, March, April, or May 2015.

REQUEST FOR PRODUCTION NO. 43:

Produce all documents and recordings related in any way to a meeting that took place at Debra Neill Baker's home on or about October 21, 2014.

REQUEST FOR PRODUCTION NO. 44:

Produce any and all documents that refer or relate to Edwin Neill's December 4, 2014 conversation with Bob Willis regarding the revised Distribution Agreement as referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 45:

Produce any and all documents that refer or relate to the January 8, 2015 dinner with Edwin Neill and Thomas Petrillo as referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 46:

Produce any and all documents that refer or relate to the January 9, 2015 video-conference referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 47:

Produce any and all documents that refer or relate to the January 21, 2015 conference call referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 48:

Produce any and all documents that relate to the January 25, 2015 telephone call with Edwin Neill and Thomas Petrillo referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 49:

Produce any and all documents that relate to the February 11, 2015 lunch with Edwin Neill and Thomas Petrillo referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 50:

Produce any and all documents that refer or relate to the Consulting Agreement or the allegations in this lawsuit, including but not limited to any e-mail or other written communication between any Neill-related Entity officer, shareholder, or representative and any other person.

REQUEST FOR PRODUCTION NO. 51:

Produce all documents related the claim that TSP Institute violated the Employee Leasing Agreement.

REQUEST FOR PRODUCTION NO. 52:

Produce all documents related to the claim that TSPC and Thomas Petrillo converted any of your property or funds.

REQUEST FOR PRODUCTION NO. 54:

Produce any and all Distributor agreements or contracts between Aveda and any of the Neill Entities.

REQUEST FOR PRODUCTION NO. 55:

Produce the following documents related to TSPI:

- (a) the plan document and the summary plan description for employees of TSPI;
- (b) copies of agreements between the plan and any administrator, broker, insurer, or other vendor;
- (c) all notices sent to covered TSPI employees, as required by ERISA and otherwise;
- (d) a copy of any communication sent to TSPI regarding the plan terms;
- (e) any notice to TSPI of its alleged obligation to fund the claims account and/or pay run-out claims or other claims, and any financial reports of such claims provided to TSPI;
- (f) an accounting of all claims payments provided with respect to TSPI employees, and copies of all communications sent to TSPI with respect to such claims, as required by ERISA or otherwise;
- (g) any other agreement executed by TSPI under which it agrees to pay run-out claims; (h) any records of payments to any Neill Entity of Plan funds;
- (i) all communications between any representative of BBI or a Neill Entity and any insurer, broker, administrator of the plan, including any financial reports received from any of those parties;
- (j) all filings by the Plan with the IRS, the Department of Labor, and other government agencies; and

(k) if the plan is self-funded, all statements received with respect to the claims account.

Respectfully submitted,

/s Andrew R. Lee

COVERT J. GEARY (# 14280)

ANDREW R. LEE (# 21196)

BRITTANY M. SIMPSON (# 34767)

JOSEPH C.T. DAVIS (# 35743)

JONES WALKER LLP

201 St. Charles Avenue, Suite 49th Floor

New Orleans, Louisiana 70170-5100

Telephone: (504) 582-8664

Facsimile: (504) 589-8664

Attorneys for TSP Consulting, LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing pleading has been served upon all counsel of record by e-mail transmission or by United States mail, on this 21st day of December, 2015.

s/Andrew R. Lee

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

NEILL CORPORATION

versus

TSP CONSULTING, LLC

CIVIL ACTION NO. 15-964

SECTION A (ZAINY)

DIVISION 3 (KNOWLES)

**TSP CONSULTING, LLC'S FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS TO NEILL CORPORATION**

TO: Neill Corporation,
through their Attorneys of Record:
RANDALL A. SMITH
J. GEOFFREY ORMSBY
L. TIFFANY HAWKINS
SMITH & FAWER, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170

Pursuant to Federal Rules of Civil Procedure 26, 33, 34 and 37, Defendant/Plaintiff-in-Counterclaim, TSP Consulting, LLC ("TSPC"), through undersigned counsel, submit the following Interrogatories and Requests for Production to Plaintiff, Neill Corporation ("Neill Corp."). The Interrogatories are to be answered separately, fully, in writing, and under oath within the time required by law. With regard to the Requests for Production, TSPC requests that Neill Corp. produce the responsive documents (in the format set forth below), and other items for inspection and/or copying at the offices of Jones Walker LLP, 201 St. Charles Avenue, Suite 4900, New Orleans Louisiana 70170, within the time required by law. Alternatively, Neill Corp. may comply with the Requests for Production by providing a true and accurate copy of the documents and items sought to counsel for TSPC within the time required by law (subject to

TSPC's right to inspect the originals). Neill Corp. is also required by Federal Rule of Civil Procedure 34(b) to serve written responses to TSPC's Requests for Production of Documents separately, fully, and under oath within the same time period. The following instructions and definitions shall apply to all Interrogatories and Requests for Production unless specifically noted otherwise.

INSTRUCTIONS

1. Restate each Interrogatory and Request for Production in full immediately preceding the written response to same.

2. Where knowledge or information of or possession or control by a party is requested or inquired of, such request or inquiry includes knowledge, information, possession or control of or by the party's agents, servants, employees, representatives, and attorneys.

3. If an objection is submitted in response to any Interrogatory or Request for Production, the reasons for the objection must be specified. To the extent the Interrogatory or Request for Production is not considered objectionable, an answer and/or responsive information requested must be provided. An otherwise proper Interrogatory or Request for Production is not objectionable merely because an answer or response involves an opinion or contention that relates to a fact or the application of law to a fact.

4. With respect to each document otherwise called for by an Interrogatory or Request for Production as to which you assert a claim of privilege or applicability of the work product doctrine, please separately state the following, in addition to the information previously requested:

- The type of document(s);
- The date of the document(s);
- The name, business address, and present position of its author(s);
- The position of the author(s) at the time the document(s) was/were prepared;
- The name, business address, and present position of its addressee and all other recipients of the document(s);
- The position of its addressee and all other recipients at the time the document(s) was/were prepared and at the time it was received;
- A general description of the subject matter of the document(s);

- The basis of any claim of the privilege; and
- The facts and law upon which you will rely in support of that contention in response to a Motion to Compel.

A privilege log is also required.

5. For each Interrogatory or Request for Production, identify the person answering on your behalf and any person(s) consulted in preparing your answers, indicating which response each person aided in answering. Answers to Interrogatories must be signed by the person making them. Objections to Interrogatories must be signed by the attorney making them.

6. Production of responsive documents should be made in the form or forms in which the information is ordinarily maintained or in a reasonably usable form. Neill Corp. shall also produce all reasonably accessible metadata that will enable the requesting party to have the same ability to access, search, and display the information as the producing party where appropriate or necessary in light of the nature of the information and the needs of the case.

7. In response to the Requests for Production, produce the original media and all copies that differ from the original in any respect, such as notations made on the copy. These requests are also intended to include all media of any nature that are now or have at any time been within your care, custody or control. If a document or media is no longer in your care, custody or control, identify its disposition.

8. In producing documents, please segregate which documents are being produced in response to which particular discovery request.

9. Neill Corp. must reasonably amend any prior response or production upon learning that the prior response or production is in some material respect incomplete or incorrect and if the additional or corrective information has not otherwise been made known to the requesting party during discovery or in writing.

10. Whenever appropriate, the singular form of a word shall be interpreted in the plural and vice-versa, and the masculine gender shall include the feminine and neuter genders and vice-versa.

11. If any requested document is unavailable because it has been lost, discarded, or destroyed, please summarize for each such document: (i) its date, author, addressee, signatory, type, content, and length; (ii) the date and circumstances under which it was lost, discarded, or destroyed; (iii) the identity of any persons who ordered or directed it to be discarded or destroyed; and (iv) the identity of any person who has knowledge of the circumstances under which the document was lost, discarded, or destroyed.

12. The definitions and instructions set forth herein are expressly incorporated by reference and made a part of each of the requests set forth below.

DEFINITIONS

1. **“Neill Corp.,” “You,” “Yours,”** or **“the Company”** refers to Neill Corporation, including any of its officers, directors, affiliates, predecessors and successors in interest, parent corporations, divisions, subsidiaries, area and regional offices, assignees, trustees, employees, experts, attorneys, agents, consultants, representatives, and other persons acting on its behalf.
2. The following entity definitions shall apply:
 - (a) **“Vital”** refers to Vital Information Systems, Inc.;
 - (b) **“Neill Tech.”** refers to Neill Technologies, Inc.; and
 - (c) **“BBI”** refers to Beauty Basics, Inc.

These entities and Neill Corp. shall collectively be referred to as the **“Neill Entities.”**

3. **“Claim”** shall mean any type of complaint, dispute, charge, or grievance, whether verbal, written, formal, informal, internal, external, administrative, or judicial, including but not limited to those submitted to any local, state, or federal body, administrative claims, alternative dispute resolution proceedings, lawsuits, and any other request for relief on the basis of a complaint, dispute, charge, or grievance.

4. **“Custodian,”** including all forms thereof, shall mean any natural or legal person possessing or responsible for maintaining and/or preserving any document, evidence, exhibit or other item.

5. **“Describe,”** including all forms thereof, with regard to a document shall mean to: (A) identify the author of the document, (B) identify all recipients of the document, (C) provide the date the document was created, (D) summarize the subject matter, information and/or topic of or referenced in the document, and (E) identify the current custodian(s) of the document. With regard to any evidence, exhibit, or other tangible item, “describe” shall mean to: (A) provide a physical description of the item, (B) provide any trade or generic names of the evidence, exhibit, or item, (C) identify the manufacturer or creator of the evidence, exhibit, or item, (D) summarize the subject matter, information and/or topic to which the evidence, exhibit, or item relates, and (E) identify the current custodian(s) of the item.

6. **“Document,”** including all forms thereof, shall mean written or recorded matter of every kind, including but not limited to, electronic data stored in any computer or on any magnetic or optical storage media, however produced or reproduced, whether preliminary, revised, superseded or replaced, original or reproduction, and the originals, and all non-identical copies, different from the originals by reason of any notation made on such copies or otherwise, of the following: contracts, agreements, correspondence, logs, telegrams, telexes, computer printouts, reports, studies, records, schedules, diaries, calendars, handbooks, manuals, invoices, purchase orders, accounting records and work sheets, drawings, sketches, charts, notes, estimates, summaries, inventories, minutes of meetings, memoranda, including inter-corporate, intra-corporate, inter-office and intra-office memoranda, and memoranda regarding conferences, conversations or telephone conversations, and any and all other tapes, papers, computer disks, or

other recorded, filmed, written, printed or typed matters of any kind or description, includes any summary, compilation, or index of documents, evidence, exhibits, or other tangible items.

7. **“Evidence,”** including all forms thereof, refers to witnesses or other individuals, documents, and exhibits. With regard to witnesses or other individuals, the term “evidence” includes the name, address, telephone number, and a brief description of the testimony expected of each person identified. With regard to documents and exhibits, “evidence” includes a description of the documents or exhibits.

8. **“Identify,”** including all forms thereof, with regard to a natural person or corporation shall mean:

(a) When used in reference to an individual: his/her full name; present or last known business and residence address; and his/her last known business affiliation and position;

(b) When used in reference to a corporation: its full name; its state of incorporation; its official name; its organizational form; its primary address; and telephone number.

(c) When used in reference to a document or other tangible items: the description and type of document; date; author; addressee; title; its present location; name and address of its custodian; and the substance of the contents thereof (in lieu of identifying documents, copies thereof may be furnished);

(d) When used in reference to any act, occurrence, meeting, transaction, or conduct: the event or events constituting such act; its (their) location(s); the date and time; the particular persons participating or present; and the documents relating to or referring in any way thereto;

9. **“Person,”** including the plural and other forms thereof, shall mean any natural person, corporation, partnership, sole proprietorship, association, institute, governmental subdivision, joint venture, trust, firm, organization, or other entity regardless of its status as privately owned, publicly owned, for profit, or nonprofit.

10. **“Communication,”** means any transmission of information by written, oral, pictorial, or other perceptible means, including, but not limited to, correspondence, e-mails, telegraph, cables, telephone conversations, and personal conversations.

11. **“Pertain to,” “pertaining to,” or “pertaining thereto”** means commenting upon, including, concerning, containing, regarding, discussing, reflecting, relating to, relevant to, used in connection with, embodying or evidencing, and should be construed in the broadest sense of the word.

12. A document that **“relates to”** any given subject means any document that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, irrespective of whether it supports or refutes your position, including without limitation, documents concerning the preparation of other documents.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.

INTERROGATORY NO. 2:

Identify which of the Neill Entities has been invoiced by the Smith Fawer law firm or any attorney or law firm for any legal fees related to the preparation of any motions or pleadings filed on your behalf in this proceeding, and otherwise for providing advice to you related to the prosecution or defense of claims in this proceeding. Further, identify the amount(s) charged for the services described in this Interrogatory.

INTERROGATORY NO. 3:

Identify any and all cellular or mobile phones for which service is paid by you for the time period 2008 through the present date. For each cellular phone identified please state: (i) the cellular phone number; (ii) the employee or employees to whom the phone is assigned; and (iii) the cellular phone service carrier.

INTERROGATORY NO. 4:

Identify any and all documents that refer or relate to actions by Neill Corp. or any of its representatives to extend credit to Avalon Salon.

INTERROGATORY NO. 5:

Identify any and all persons with knowledge that refers or relates to your allegations that TSPC or Thomas Petrillo: “intentionally induced or caused TSPC to breach the Consulting Agreement,” “breached his fiduciary duty of loyalty and a duty of care,” breached the Consulting Agreement by failing to seek the extension of Neill Corp.’s Distributor Agreement with Aveda, or “sought to use the negotiations with Aveda as a way to transfer control of both the

Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled,” and/or “when TSPC and Petrillo announced it would not perform its future obligations under the Consulting Agreement they anticipatorily repudiated the Consulting Agreement.”

INTERROGATORY NO. 6:

Identify what specific confidential information you contend Thomas Petrillo provided to Aveda regarding any of the Neill Entities, or any of those Entities’ principals, at any time, without first seeking your consent or waiver.

INTERROGATORY NO. 7:

Identify any and all steps you took in order to offer TSPC the opportunity to cure alleged breaches by TSPC of the Consulting Agreement.

INTERROGATORY NO. 8:

Identify and describe in detail the financial difficulties that you claim you experienced during 2008-2009, including in your answer the reasons therefor.

INTERROGATORY NO. 9:

Identify and describe in detail the “high-level services for Aveda” that you contend Thomas Petrillo performed or was performing at any time from 2009 through the present without your knowledge.

INTERROGATORY NO. 10:

Identify and describe all actions that TSPC and/or Thomas Petrillo initiated, proposed, or undertook that brought benefit to you after you and TSPC entered into the 2009 Consulting Agreement or any precursor to that agreement.

INTERROGATORY NO. 11:

Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

INTERROGATORY NO. 12:

State whether you, or any person acting on your behalf, has, or at any time within the previous five (5) years has had, possession of any audio or video recording of the voice or image of any person who has or had knowledge of any fact alleged in any of the pleadings filed on your behalf. If your answer is affirmative, identify: (a) the type of recording; (b) the person(s) whose voice and/or image is recorded; (c) the location of the media that contains the recording; (d) whether a transcript of the recording has been made; and (e) the subject matter of the recording.

INTERROGATORY NO. 13:

Identify any and all persons at Aveda who expressed concern that the principals of Neill Corp. or any other Neill Entity were not actively involved in management at all times and/or that Thomas Petrillo had taken over Neill Corp. and/or any other Neill Entity.

INTERROGATORY NO. 14:

Identify any and all persons who informed Debra Neill Baker that Aveda was comfortable with Neill Corp. being the sole counter-party to the Distribution Agreement.

INTERROGATORY NO. 15:

Identify all persons who supplied facts, information, or documents identified in your answers to these Interrogatories.

INTERROGATORY NO. 16:

Identify every person you believe has knowledge of the facts alleged in your pleadings, including but not limited to all persons who witnessed and/or have personal knowledge of any alleged unlawful behavior.

INTERROGATORY NO. 17:

Identify any and all witnesses you may call to testify in support of your allegations and claims, and in support of your defenses to the claims brought against you, in this action.

INTERROGATORY NO. 18:

Identify every person you believe has specialized knowledge or expertise and on whom you may rely as a testifying expert in any proceeding or trial in this action, providing the subject matter on which each such person may testify.

INTERROGATORY NO. 19:

Identify any and all documents used in preparing your answers to these Interrogatories.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

Produce all documents or other tangible things referenced or relied upon in any of your answers to the above Interrogatories.

REQUEST FOR PRODUCTION NO. 2:

Produce all reports or other documents that relate to the value or that contain a valuation of Neill Corp.

REQUEST FOR PRODUCTION NO. 3:

Produce any and all documents that refer or relate to any alleged breaches of the Consulting Agreement by TSPC or Thomas Petrillo.

REQUEST FOR PRODUCTION NO. 4:

Produce any and all documents that refer or relate in any way to any “Material Action(s)” that you contend were undertaken by TSPC in violation of the Consulting Agreement, including all written communications.

REQUEST FOR PRODUCTION NO. 5:

Produce any and all documents and tangible items that refer or relate to your allegations of improper or unauthorized conduct by Thomas Petrillo and/or TSPC in this lawsuit.

REQUEST FOR PRODUCTION NO. 6:

Produce any and all documents that relate in any way to your allegations that: “TSPC and Thomas Petrillo sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled”

REQUEST FOR PRODUCTION NO. 7:

Produce all e-mails, text messages, recordings, letters, notes, calendars, diaries, or other documents related to: (i) any fact or allegation set forth in the original Petition or in your proposed Amended Complaint; (ii) Thomas Petrillo or TSPC; (iii) the Consulting Agreement; (iv) the dispute between Neill Corp. and TSPC/Thomas Petrillo; or (v) the establishment, term, or renewal of Neill Corp.’s distributor relationship with Aveda, at any time.

REQUEST FOR PRODUCTION NO. 8:

Produce any and all documents that refer or relate to any opportunity you made available to TSPC to cure any “Material Actions” that you contend TSPC took, including, without limitation, all instances whereupon you provided TSPC with pre-suit notice of any events of breach of the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 9:

Produce any and all documents that refer or relate to any and all events and instances in which TSPC obtained consent of Neill Corp. or its shareholders on the basis of false or misleading information or through a lack of disclosure of all material facts.

REQUEST FOR PRODUCTION NO. 10:

Produce any and all documents that refer or relate to the “Profit Share Payments” (as said term is defined in the Consulting Agreement) for the fiscal years ended June 30, 2011 to June 30, 2016, including but not limited to documents that relate to the determination of the amount of each such payment.

REQUEST FOR PRODUCTION NO. 11:

Produce any and all documents that refer or relate in any way to your allegation that TSPC and Thomas Petrillo “announced” or otherwise indicated that either of them would not perform its or his obligations under the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 12:

Produce any and all documents that refer or relate to your allegations that TSPC or Thomas Petrillo “breached his fiduciary duty of loyalty and a duty of care.”

REQUEST FOR PRODUCTION NO. 13:

Produce any and all documents that refer or relate to your allegation that Thomas Petrillo intentionally induced or caused TSPC to breach the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 14:

Produce any and all statements submitted by Neill Corp. to Chase Bank for the years 2007 through 2015.

REQUEST FOR PRODUCTION NO. 15:

Produce any and all consolidated statements for the Neill Entities for the years 2007 through 2015.

REQUEST FOR PRODUCTION NO. 16:

Produce all Neill Corp. audited and unaudited financial statements for the fiscal years ended June 2008-2015, including any periodic statements.

REQUEST FOR PRODUCTION NO. 17:

For each month beginning May 1, 2015, through the present date, produce the following for Neill Corp.:

- (a) a complete digital download of the General Ledger of all cash accounts, including any such field information that includes a complete listing of payments, by vendor, and including a list of all journal entries, adjusting journal entries, and any entries made to cash; and
- (b) all credit card statements for that period, including all credit cards either paid directly by Neill Corp., or for which Neill Corp. provided reimbursement.

REQUEST FOR PRODUCTION NO. 18:

Produce any and all documents that refer or relate to any Neill Corp. budget for the fiscal years ended June 30, 2012 to June 30, 2016, including but not limited to drafts of said budgets.

REQUEST FOR PRODUCTION NO. 19:

Produce a copy of any and all term sheets, including drafts and non-identical copies of term sheets, that relate to the extension of the Distribution Agreement, including but not limited to the December 10, 2014 term sheet, the December 19, 2014 term sheet, the December 23, 2014 term sheet, and the January 12, 2015 term sheet.

REQUEST FOR PRODUCTION NO. 20:

Produce any and all documents that refer or relate in any way to your allegation that Thomas Petrillo and/or TSPC breached the Consulting Agreement by failing to seek the extension of Neill Corp.'s Distributor Agreement with Aveda.

REQUEST FOR PRODUCTION NO. 21:

Produce any and all documents that refer or relate to the extension of any of the Neill Entities' Distributor Agreement with Aveda, including but not limited to the proposal to create Newco.

REQUEST FOR PRODUCTION NO. 22:

Produce any and all documents that refer or relate in any way to the decision or action by Neill Corp. to coordinate its business operations with those of TSPC or any TSPC affiliate.

REQUEST FOR PRODUCTION NO. 23:

Produce all draft and final minutes of Neill Corp.'s board meetings.

REQUEST FOR PRODUCTION NO. 24:

Produce all draft and final minutes of Neill Corp.'s shareholder meetings.

REQUEST FOR PRODUCTION NO. 25:

Produce all shareholder consents of the Neill Corp.'s shareholders.

REQUEST FOR PRODUCTION NO. 26:

Produce any and all detailed cellular and land line phone bills and statements for each and every cellular, mobile, land, or other telephone line account that is in the name of and/or is paid for by you, for the time period 2008 through the present date.

REQUEST FOR PRODUCTION NO. 27:

Produce any and all non-privileged documents, tangible things or information, including electronic mail and messages, stored on any computer, hard drive, CD, or any other media, that refer or relate to your claims, defenses, or alleged damages in this case.

REQUEST FOR PRODUCTION NO. 28:

Produce any and all documents or tangible items referenced in, or that you reviewed in preparing your pleadings.

REQUEST FOR PRODUCTION NO. 29:

Produce copies of any and all documents or tangible things you may introduce into evidence in support of your allegations and claims in your pleadings.

REQUEST FOR PRODUCTION NO. 30:

Produce any and all documents that refer or relate to any interview or statement you have obtained from any person related to the claims and defenses raised in this litigation.

REQUEST FOR PRODUCTION NO. 31:

With regard to any claim for damages you have asserted against TSPC or Thomas Petrillo, produce all documents related to such a claim, including but not limited to documents related to damages you contend have been or are being caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

REQUEST FOR PRODUCTION NO. 32:

Produce any and all audio or video recordings that relate or concern the allegations in your pleadings, including but not limited to recordings with employees of Aveda .

REQUEST FOR PRODUCTION NO. 33:

Produce the board rosters, or any and all documents that indicated board membership, for your company, for the period 2003 through the present.

REQUEST FOR PRODUCTION NO. 34:

Produce each and every agreement between you and Aveda, and any documents related thereto, including any and all communications with Aveda that relate in any way to any such agreement.

REQUEST FOR PRODUCTION NO. 35:

Produce all documents that relate to your interest in obtaining an extension of your distribution agreement with Aveda, at any time during or after 2009.

REQUEST FOR PRODUCTION NO. 36:

Produce all documents and recordings related to your allegation that Thomas Petrillo “brought an opportunity to the Neill Entities to extend the Distribution Agreement” “soon after” September 9, 2014.

REQUEST FOR PRODUCTION NO. 37:

Produce all documents and recordings related in any way to your communications with Aveda, or any Aveda representative, on or after September 9, 2014.

REQUEST FOR PRODUCTION NO. 38:

Produce all documents and recordings, including any and all records of communications, related in any way to your allegation that TSPC and Thomas Petrillo were contractually obligated to seek an extension of the Distribution Agreement.

REQUEST FOR PRODUCTION NO. 39:

Produce all documents and recordings, including any and all records of communications, wherein you, or any person or entity affiliated with you, advised TSPC or Thomas Petrillo that it or he was abrogating or repudiating the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 40:

Produce all documents and recordings, including any and all records of communications, in which you, or any person or entity affiliated with you, expressed surprise, shock, or dismay in response to any of the following:

- (a) Edwin Neill, III's phone conversation with Bob Willis of December 4, 2014;
- (b) Thomas Petrillo's correspondence of December 10, 2014;
- (c) Thomas Petrillo's correspondence of December 23, 2014;
- (d) Thomas Petrillo's correspondence of January 12, 2015;
- (e) Thomas Petrillo's correspondence of January 14, 2015; and
- (f) Any Thomas Petrillo conversation that took place from November 2014 through

February 2015;

REQUEST FOR PRODUCTION NO. 41:

Produce all documents and recordings, including any and all records of communications, related in any way to communications from, to, or with Aveda regarding the Distribution Agreement, which took place in December 2014, or January, February, March, April, or May 2015.

REQUEST FOR PRODUCTION NO. 42:

Produce all documents and recordings related in any way to a meeting that took place at Debra Neill Baker's home on or about October 21, 2014.

REQUEST FOR PRODUCTION NO. 43:

Produce any and all documents that refer or relate to Edwin Neill's December 4, 2014 conversation with Bob Willis regarding the revised Distribution Agreement referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 44:

Produce any and all documents that refer or relate to the January 8, 2015 dinner with Edwin Neill and Thomas Petrillo referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 45:

Produce any and all documents that refer or relate to the January 9, 2015 video-conference referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 46:

Produce any and all documents that refer or relate to the January 21, 2015 conference call referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 47:

Produce any and all documents that relate to the January 25, 2015 telephone call with Edwin Neill and Thomas Petrillo referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 48:

Produce any and all documents that relate to the February 11, 2015 lunch with Edwin Neill and Thomas Petrillo referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 49:

Produce any and all documents that refer or relate to the Consulting Agreement or the allegations in this lawsuit, including but not limited to any email or other written communication between any Neill-related Entity officer, shareholder, or representative and any other person.

REQUEST FOR PRODUCTION NO. 50:

Produce any and all documents related to Neill Corp.'s extension of credit to Avalon Salon.

REQUEST FOR PRODUCTION NO. 52:

Produce any and all Distributor agreements or contracts between Aveda and any of the Neill Entities.

Respectfully submitted,

/s Andrew R. Lee

COVERT J. GEARY (# 14280)

ANDREW R. LEE (# 21196)

BRITTANY M. SIMPSON (# 34767)

JOSEPH C.T. DAVIS (# 35743)

JONES WALKER LLP

201 St. Charles Avenue, Suite 49th Floor

New Orleans, Louisiana 70170-5100

Telephone: (504) 582-8664

Facsimile: (504) 589-8664

Attorneys for TSP Consulting, LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing pleading has been served upon all counsel of record by e-mail transmission or by United States mail, on this 21st day of December, 2015.

s/Andrew R. Lee

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

NEILL CORPORATION

versus

TSP CONSULTING, LLC

CIVIL ACTION NO. 15-964

SECTION A (ZAINERY)

DIVISION 3 (KNOWLES)

**TSP CONSULTING, LLC'S FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS
TO NEILL TECHNOLOGIES, INC.**

TO: Neill Technologies, Inc.
through their Attorneys of Record:
RANDALL A. SMITH
J. GEOFFREY ORMSBY
L. TIFFANY HAWKINS
SMITH & FAWER, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170

Pursuant to Federal Rules of Civil Procedure 26, 33, 34 and 37, Defendant/Plaintiff-in-Counterclaim, TSP Consulting, LLC ("TSPC"), through undersigned counsel, submit the following Interrogatories and Requests for Production to Counterclaimant/Third Party Claimant, Neill Technologies, Inc. ("Neill Tech."). The Interrogatories are to be answered separately, fully, in writing, and under oath within the time required by law. With regard to the Requests for Production, TSPC requests that Neill Tech. produce the responsive documents (in the format set forth below), and other items for inspection and/or copying at the offices of Jones Walker LLP, 201 St. Charles Avenue, Suite 4900, New Orleans Louisiana 70170, within the time required by law. Alternatively, Neill Tech. may comply with the Requests for Production by providing a true

and accurate copy of the documents and items sought to counsel for TSPC within the time required by law (subject to TSPC's right to inspect the originals). Neill Tech. is also required by Federal Rule of Civil Procedure 34(b) to serve written responses to TSPC's Requests for Production of Documents separately, fully, and under oath within the same time period. The following instructions and definitions shall apply to all Interrogatories and Requests for Production unless specifically noted otherwise.

INSTRUCTIONS

1. Restate each Interrogatory and Request for Production in full immediately preceding the written response to same.

2. Where knowledge or information of or possession or control by a party is requested or inquired of, such request or inquiry includes knowledge, information, possession or control of or by the party's agents, servants, employees, representatives, and attorneys.

3. If an objection is submitted in response to any Interrogatory or Request for Production, the reasons for the objection must be specified. To the extent the Interrogatory or Request for Production is not considered objectionable, an answer and/or responsive information requested must be provided. An otherwise proper Interrogatory or Request for Production is not objectionable merely because an answer or response involves an opinion or contention that relates to a fact or the application of law to a fact.

4. With respect to each document otherwise called for by an Interrogatory or Request for Production as to which you assert a claim of privilege or applicability of the work product doctrine, please separately state the following, in addition to the information previously requested:

- The type of document(s);
- The date of the document(s);
- The name, business address, and present position of its author(s);
- The position of the author(s) at the time the document(s) was/were prepared;
- The name, business address, and present position of its addressee and all other recipients of the document(s);
- The position of its addressee and all other recipients at the time the document(s) was/were prepared and at the time it was received;

- A general description of the subject matter of the document(s);
- The basis of any claim of the privilege; and
- The facts and law upon which you will rely in support of that contention in response to a Motion to Compel.

A privilege log is also required.

5. For each Interrogatory or Request for Production, identify the person answering on your behalf and any person(s) consulted in preparing your answers, indicating which response each person aided in answering. Answers to Interrogatories must be signed by the person making them. Objections to Interrogatories must be signed by the attorney making them.

6. Production of responsive documents should be made in the form or forms in which the information is ordinarily maintained or in a reasonably usable form. Neill Tech. shall also produce all reasonably accessible metadata that will enable the requesting party to have the same ability to access, search, and display the information as the producing party where appropriate or necessary in light of the nature of the information and the needs of the case.

7. In response to the Requests for Production, produce the original media and all copies that differ from the original in any respect, such as notations made on the copy. These requests are also intended to include all media of any nature that are now or have at any time been within your care, custody or control. If a document or media is no longer in your care, custody or control, identify its disposition.

8. In producing documents, please segregate which documents are being produced in response to which particular discovery request.

9. Neill Tech. must reasonably amend any prior response or production upon learning that the prior response or production is in some material respect incomplete or incorrect and if the additional or corrective information has not otherwise been made known to the requesting party during discovery or in writing.

10. Whenever appropriate, the singular form of a word shall be interpreted in the plural and vice-versa, and the masculine gender shall include the feminine and neuter genders and vice-versa.

11. If any requested document is unavailable because it has been lost, discarded, or destroyed, please summarize for each such document: (i) its date, author, addressee, signatory, type, content, and length; (ii) the date and circumstances under which it was lost, discarded, or destroyed; (iii) the identity of any persons who ordered or directed it to be discarded or destroyed; and (iv) the identity of any person who has knowledge of the circumstances under which the document was lost, discarded, or destroyed.

12. The definitions and instructions set forth herein are expressly incorporated by reference and made a part of each of the requests set forth below.

DEFINITIONS

1. **“Neill Tech.,” “You,” or “Yours,”** refers to Neill Technologies, Inc., including any of its officers, directors, affiliates, predecessors and successors in interest, parent corporations, divisions, subsidiaries, area and regional offices, assignees, trustees, employees, experts, attorneys, agents, consultants, representatives, and other persons acting on its behalf.

2. The following entity definitions shall apply:

- (a) **“Neill Corp.”** refers to Neill Corporation;
- (b) **“BBI”** refers to Beauty Basics, Inc.; and
- (c) **“Vital”** refers to Vital Information Systems, Inc.

These entities and Neill Tech. shall collectively be referred to as the **“Neill Entities.”**

3. **“Claim”** shall mean any type of complaint, dispute, charge, or grievance, whether verbal, written, formal, informal, internal, external, administrative, or judicial, including but not limited to those submitted to any local, state, or federal body, administrative claims, alternative dispute resolution proceedings, lawsuits, and any other request for relief on the basis of a complaint, dispute, charge, or grievance.

4. **“Custodian,”** including all forms thereof, shall mean any natural or legal person possessing or responsible for maintaining and/or preserving any document, evidence, exhibit or other item.

5. **“Describe,”** including all forms thereof, with regard to a document shall mean to: (A) identify the author of the document, (B) identify all recipients of the document, (C) provide the date the document was created, (D) summarize the subject matter, information and/or topic of or referenced in the document, and (E) identify the current custodian(s) of the document. With regard to any evidence, exhibit, or other tangible item, “describe” shall mean to: (A) provide a physical description of the item, (B) provide any trade or generic names of the evidence, exhibit, or item, (C) identify the manufacturer or creator of the evidence, exhibit, or item, (D) summarize the subject matter, information and/or topic to which the evidence, exhibit, or item relates, and (E) identify the current custodian(s) of the item.

6. **“Document,”** including all forms thereof, shall mean written or recorded matter of every kind, including but not limited to, electronic data stored in any computer or on any magnetic or optical storage media, however produced or reproduced, whether preliminary, revised, superseded or replaced, original or reproduction, and the originals, and all non-identical copies, different from the originals by reason of any notation made on such copies or otherwise, of the following: contracts, agreements, correspondence, logs, telegrams, telexes, computer printouts, reports, studies, records, schedules, diaries, calendars, handbooks, manuals, invoices, purchase orders, accounting records and work sheets, drawings, sketches, charts, notes, estimates, summaries, inventories, minutes of meetings, memoranda, including inter-corporate, intra-corporate, inter-office and intra-office memoranda, and memoranda regarding conferences, conversations or telephone conversations, and any and all other tapes, papers, computer disks, or

other recorded, filmed, written, printed or typed matters of any kind or description, includes any summary, compilation, or index of documents, evidence, exhibits, or other tangible items.

7. **“Evidence,”** including all forms thereof, refers to witnesses or other individuals, documents, and exhibits. With regard to witnesses or other individuals, the term “evidence” includes the name, address, telephone number, and a brief description of the testimony expected of each person identified. With regard to documents and exhibits, “evidence” includes a description of the documents or exhibits.

8. **“Identify,”** including all forms thereof, with regard to a natural person or corporation shall mean:

(a) When used in reference to an individual: his/her full name; present or last known business and residence address; and his/her last known business affiliation and position;

(b) When used in reference to a corporation: its full name; its state of incorporation; its official name; its organizational form; its primary address; and telephone number.

(c) When used in reference to a document or other tangible items: the description and type of document; date; author; addressee; title; its present location; name and address of its custodian; and the substance of the contents thereof (in lieu of identifying documents, copies thereof may be furnished);

(d) When used in reference to any act, occurrence, meeting, transaction, or conduct: the event or events constituting such act; its (their) location(s); the date and time; the particular persons participating or present; and the documents relating to or referring in any way thereto;

9. **“Person,”** including the plural and other forms thereof, shall mean any natural person, corporation, partnership, sole proprietorship, association, institute, governmental subdivision, joint venture, trust, firm, organization, or other entity regardless of its status as privately owned, publicly owned, for profit, or nonprofit.

10. **“Communication,”** means any transmission of information by written, oral, pictorial, or other perceptible means, including, but not limited to, correspondence, e-mails, telegraph, cables, telephone conversations, and personal conversations.

11. **“Pertain to,” “pertaining to,” or “pertaining thereto”** means commenting upon, including, concerning, containing, regarding, discussing, reflecting, relating to, relevant to, used in connection with, embodying or evidencing, and should be construed in the broadest sense of the word.

12. A document that **“relates to”** any given subject means any document that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, irrespective of whether it supports or refutes your position, including without limitation, documents concerning the preparation of other documents

INTERROGATORIES

INTERROGATORY NO. 1:

Describe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.

INTERROGATORY NO. 2:

Identify which of the Neill Entities has been invoiced by the Smith Fawer law firm or any attorney or law firm for any legal fees related to the preparation of any motions or pleadings filed on your behalf in this proceeding, and otherwise for providing advice to you related to the prosecution or defense of claims in this proceeding. Further, identify the amount(s) charged for the services described in this Interrogatory.

INTERROGATORY NO. 3:

Identify any and all cellular or mobile phones for which service is paid by you for the time period 2008 through the present date. For each cellular phone identified please state: (i) the cellular phone number; (ii) the employee or employees to whom the phone is assigned; and (iii) the cellular phone service carrier.

INTERROGATORY NO. 4:

Identify any and all persons with knowledge that refers or relates to your allegations that TSPC or Thomas Petrillo: “intentionally induced or caused TSPC to breach the Consulting Agreement,” “breached his fiduciary duty of loyalty and a duty of care,” breached the Consulting Agreement by failing to seek the extension of Neill Entities’ Distributor Agreement with Aveda, “sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled,” and/or “when TSPC and Petrillo announced it would not perform

its future obligations under the Consulting Agreement they anticipatorily repudiated the Consulting Agreement.”

INTERROGATORY NO. 5:

Identify what specific confidential information you contend Thomas Petrillo provided to Aveda regarding any of the Neill Entities, or any of those Entities’ principals, at any time, without first seeking your consent or waiver.

INTERROGATORY NO. 6:

Identify any and all steps you took in order to offer TSPC the opportunity to cure alleged breaches by TSPC of the Consulting Agreement.

INTERROGATORY NO. 7:

Identify and describe in detail the financial difficulties that you claim you experienced during 2008-2009, including in your answer the reasons therefor.

INTERROGATORY NO. 8:

Identify and describe in detail the “high-level services for Aveda” that you contend Thomas Petrillo performed or was performing at any time from 2009 through the present without your knowledge.

INTERROGATORY NO. 9:

Identify and describe all actions that TSPC and/or Thomas Petrillo initiated, proposed, or undertook that brought benefit to you after you and TSPC entered into the 2009 Consulting Agreement or any precursor to that agreement.

INTERROGATORY NO. 10:

Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their

repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

INTERROGATORY NO. 11:

State whether you, or any person acting on your behalf, has, or at any time within the previous five (5) years has had, possession of any audio or video recording of the voice or image of any person who has or had knowledge of any fact alleged in any of the pleadings filed on your behalf. If your answer is affirmative, identify: (a) the type of recording; (b) the person(s) whose voice and/or image is recorded; (c) the location of the media that contains the recording; (d) whether a transcript of the recording has been made; and (e) the subject matter of the recording.

INTERROGATORY NO. 12:

Identify any and all persons at Aveda who expressed concern that the principals of Neill Tech. or any other Neill Entity were not actively involved in management at all times and/or that Thomas Petrillo had taken over Neill Tech. and/or any other Neill Entity.

INTERROGATORY NO. 13:

Describe in detail all efforts to market for sale and to sell Neill Tech., including but not limited to any discussions with a third-party broker.

INTERROGATORY NO. 14:

Identify all persons who supplied facts, information, or documents identified in your answers to these Interrogatories.

INTERROGATORY NO. 15:

Identify every person you believe has knowledge of the facts alleged in your pleadings, including but not limited to all persons who witnessed and/or have personal knowledge of any alleged unlawful behavior

INTERROGATORY NO. 16:

Identify any and all witnesses you may call to testify in support of your allegations and claims, and in support of your defenses to the claims brought against you, in this action.

INTERROGATORY NO. 17:

Identify every person you believe has specialized knowledge or expertise on whom you may rely as a testifying expert in any proceeding or trial in this action, providing the subject matter on which each person may testify.

INTERROGATORY NO. 18:

Identify any and all documents used in preparing your answers to these Interrogatories.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

Produce all documents or other tangible things referenced or relied upon in any of your answers to the above Interrogatories.

REQUEST FOR PRODUCTION NO. 2:

Produce all reports or other documents that relate to the value or that contain a valuation of Neill Tech.

REQUEST FOR PRODUCTION NO. 3:

Produce any and all documents that refer or relate to any alleged breaches of the Consulting Agreement by TSPC or Thomas Petrillo.

REQUEST FOR PRODUCTION NO. 4:

Produce any and all documents that refer or relate in any way to any “Material Action(s)” that you contend were undertaken by TSPC in violation of the Consulting Agreement, including all written communications.

REQUEST FOR PRODUCTION NO. 5:

Produce any and all documents and tangible items that refer or relate to your allegations of improper or unauthorized conduct by Thomas Petrillo and/or TSPC in this lawsuit.

REQUEST FOR PRODUCTION NO. 6:

Produce any and all documents that relate in any way to your allegations that: “TSPC and Thomas Petrillo sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled”

REQUEST FOR PRODUCTION NO. 7:

Produce all e-mails, text messages, recordings, letters, notes, calendars, diaries, or other documents related to: (i) any fact or allegation set forth in the original Petition or in your pleadings; (ii) Thomas Petrillo or TSPC; (iii) the Consulting Agreement; (iv) the dispute between Neill Tech. and TSPC/Thomas Petrillo; or (v) the establishment, term, or renewal of Neill Tech.’s distributor relationship with Aveda, at any time.

REQUEST FOR PRODUCTION NO. 8:

Produce any and all documents that refer or relate to any opportunity you made available to TSPC to cure any “Material Actions” that you contend TSPC took, including, without limitation, all instances whereupon you provided TSPC with pre-suit notice of any events of breach of the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 9:

Produce any and all documents that refer or relate to any and all events and instances in which TSPC obtained consent of Neill Tech. or its shareholders on the basis of false or misleading information or through a lack of disclosure of all material facts.

REQUEST FOR PRODUCTION NO. 10:

Produce any and all documents that refer or relate to the “Profit Share Payments” (as said term is defined in the Consulting Agreement) for the fiscal years ended June 30, 2011 to June 30, 2016, including but not limited to documents that relate to the determination of the amount of each such payment.

REQUEST FOR PRODUCTION NO. 11:

Produce any and all documents that refer or relate in any way to your allegation that TSPC and Thomas Petrillo “announced” or otherwise indicated that either of them would not perform its or his obligations under the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 12:

Produce any and all documents that refer or relate to your allegations that TSPC or Thomas Petrillo “breached his fiduciary duty of loyalty and a duty of care.”

REQUEST FOR PRODUCTION NO. 13:

Produce any and all documents that refer or relate to your allegation that Thomas Petrillo intentionally induced or caused TSPC to breach the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 14:

Produce any and all statements submitted by Neill Tech. to Chase Bank for the years 2007 through 2015.

REQUEST FOR PRODUCTION NO. 15:

Produce any and all consolidated statements for the Neill Entities for the years 2007 through 2015.

REQUEST FOR PRODUCTION NO. 16:

Produce all Neill Tech. audited and unaudited financial statements for the fiscal years ended June 2008-2015, including any periodic statements.

REQUEST FOR PRODUCTION NO. 17:

For each month beginning May 1, 2015, through the present date, produce the following for Neill Tech.:

(a) a complete digital download of the General Ledger of all cash accounts, including any such field information that includes a complete listing of payments, by vendor, and including a list of all journal entries, adjusting journal entries, and any entries made to cash; and

(b) all credit card statements for that period, including all credit cards either paid directly by Neill Tech., or for which Neill Tech. provided reimbursement.

REQUEST FOR PRODUCTION NO. 18:

Produce any and all documents that refer or relate to any Neill Tech. budget for the fiscal years ended June 30, 2012 to June 30, 2016, including but not limited to drafts of said budgets.

REQUEST FOR PRODUCTION NO. 19:

Produce a copy of any and all term sheets, including drafts and non-identical copies of term sheets, that relate to the extension of the Distribution Agreement, including but not limited to the December 10, 2014 term sheet, the December 19, 2014 term sheet, the December 23, 2014 term sheet, and the January 12, 2015 term sheet.

REQUEST FOR PRODUCTION NO. 20:

Produce any and all documents that refer or relate in any way to your allegation that Thomas Petrillo and/or TSPC breached the Consulting Agreement by failing to seek the extension of any of the Neill Entities' Distributor Agreement with Aveda.

REQUEST FOR PRODUCTION NO. 21:

Produce any and all documents that refer or relate to the extension of any of the Neill Entities' Distributor Agreement with Aveda, including but not limited to the proposal to create Newco.

REQUEST FOR PRODUCTION NO. 22:

Produce any and all documents that refer or relate in any way to the decision or action by Neill Tech. to coordinate its business operations with those of TSPC or any TSPC affiliate.

REQUEST FOR PRODUCTION NO. 23:

Produce all draft and final minutes of Neill Tech.'s board meetings.

REQUEST FOR PRODUCTION NO. 24:

Produce all draft and final minutes of Neill Tech.'s shareholder meetings.

REQUEST FOR PRODUCTION NO. 25:

Produce all shareholder consents of the Neill Tech.'s shareholders.

REQUEST FOR PRODUCTION NO. 26:

Produce any and all detailed cellular and land line phone bills and statements for each and every cellular, mobile, land, or other telephone line account that is in the name of and/or is paid for by you, for the time period 2008 through the present date.

REQUEST FOR PRODUCTION NO. 27:

Produce any and all non-privileged documents, tangible things or information, including electronic mail and messages, stored on any computer, hard drive, CD, or any other media, that refer or relate to your claims, defenses, or alleged damages in this case.

REQUEST FOR PRODUCTION NO. 28:

Produce any and all documents or tangible items referenced in, or that you reviewed in preparing your pleadings.

REQUEST FOR PRODUCTION NO. 29:

Produce copies of any and all documents or tangible things you may introduce into evidence in support of your allegations and claims in your pleadings.

REQUEST FOR PRODUCTION NO. 30:

Produce any and all documents that refer or relate to any interview or statement you have obtained from any person related to the claims and defenses raised in this litigation.

REQUEST FOR PRODUCTION NO. 31:

With regard to any claim for damages you have asserted against TSPC or Thomas Petrillo, produce all documents related to such a claim, including but not limited to documents related to damages you contend have been or are being caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

REQUEST FOR PRODUCTION NO. 32:

Produce the board rosters, or any and all documents that indicated board membership, for your company, for the period 2003 through the present.

REQUEST FOR PRODUCTION NO. 33:

Produce each and every agreement between you and Aveda, and any documents related thereto, including any and all communications with Aveda that relate in any way to any such agreement.

REQUEST FOR PRODUCTION NO. 34:

Produce all documents that relate to the Neill Entities' interest in obtaining an extension of any distribution agreement with Aveda, at any time during or after 2009.

REQUEST FOR PRODUCTION NO. 35:

Produce all documents and recordings related to your allegation that Thomas Petrillo "brought an opportunity to the Neill Entities to extend the Distribution Agreement" "soon after" September 9, 2014.

REQUEST FOR PRODUCTION NO. 36:

Produce all documents and recordings related in any way to your communications with Aveda, or any Aveda representative, on or after September 9, 2014.

REQUEST FOR PRODUCTION NO. 37:

Produce all documents and recordings related in any way to your allegation that Petrillo was advised that BBI and Neill Tech. would derive no benefit from a 10-year extension of the Distribution Agreement.

REQUEST FOR PRODUCTION NO. 38:

Produce all documents and recordings, including any and all records of communications, related in any way to your allegation that TSPC and Thomas Petrillo were contractually obligated to seek an extension of the Distribution Agreement.

REQUEST FOR PRODUCTION NO. 39:

Produce all documents and recordings, including any and all records of communications, wherein you, or any person or entity affiliated with you, advised TSPC or Thomas Petrillo that it or he was abrogating or repudiating the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 40:

Produce all documents and recordings, including any and all records of communications, in which you, or any person or entity affiliated with you, expressed surprise, shock, or dismay in response to any of the following:

- (a) Edwin Neill, III's phone conversation with Bob Willis of December 4, 2014;
- (b) Thomas Petrillo's correspondence of December 10, 2014;
- (c) Thomas Petrillo's correspondence of December 23, 2014;
- (d) Thomas Petrillo's correspondence of January 12, 2015;
- (e) Thomas Petrillo's correspondence of January 14, 2015; and
- (f) Any Thomas Petrillo conversation that took place from November 2014 through

February 2015;

REQUEST FOR PRODUCTION NO. 41:

Produce all documents and recordings, including any and all records of communications, related in any way to communications from, to, or with Aveda regarding the Distribution Agreement, which took place in December 2014, or January, February, March, April, or May 2015.

REQUEST FOR PRODUCTION NO. 42:

Produce all documents and recordings related in any way to a meeting that took place at Debra Neill Baker's home on or about October 21, 2014.

REQUEST FOR PRODUCTION NO. 43:

Produce any and all documents that refer or relate to Edwin Neill's December 4, 2014 conversation with Bob Willis regarding the revised Distribution Agreement referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 44:

Produce any and all documents that refer or relate to the January 8, 2015 dinner with Edwin Neill and Thomas Petrillo referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 45:

Produce any and all documents that refer or relate to the January 9, 2015 video-conference referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 46:

Produce any and all documents that refer or relate to the January 21, 2015 conference call referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 47:

Produce any and all documents that relate to the January 25, 2015 telephone call with Edwin Neill and Thomas Petrillo referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 48:

Produce any and all documents that relate to the February 11, 2015 lunch with Edwin Neill and Thomas Petrillo referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 49:

Produce any and all documents that refer or relate to the Consulting Agreement or the allegations in this lawsuit, including but not limited to any email or other written communication between any Neill-related Entity officer, shareholder, or representative and any other person.

REQUEST FOR PRODUCTION NO. 50:

Produce any and all documents related to efforts to market for sale and to sell Neill Tech.

REQUEST FOR PRODUCTION NO. 51:

Produce any and all Distributor agreements or contracts between Aveda and any of the Neill Entities.

Respectfully submitted,

/s Andrew R. Lee

COVERT J. GEARY (# 14280)
ANDREW R. LEE (# 21196)
BRITTANY M. SIMPSON (# 34767)
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Facsimile: (504) 589-8664
Attorneys for TSP Consulting, LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing pleading has been served upon all counsel of record by e-mail transmission or by United States mail, on this 21st day of December, 2015.

s/Andrew R. Lee

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

NEILL CORPORATION

versus

TSP CONSULTING, LLC

CIVIL ACTION NO. 15-964

SECTION A (ZAINY)

DIVISION 3 (KNOWLES)

**TSP CONSULTING, LLC'S FIRST SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS TO
VITAL INFORMATION SYSTEMS, INC.**

TO: Vital Information Systems, Inc.
through their Attorneys of Record:
RANDALL A. SMITH
J. GEOFFREY ORMSBY
L. TIFFANY HAWKINS
SMITH & FAWER, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170

Pursuant to Federal Rules of Civil Procedure 26, 33, 34 and 37, Defendant/Plaintiff-in-Counterclaim, TSP Consulting, LLC ("TSPC"), through undersigned counsel, submit the following Interrogatories and Requests for Production to Counterclaimant/Third Party Claimant, Vital Information Systems, Inc. ("Vital"). The Interrogatories are to be answered separately, fully, in writing, and under oath within the time required by law. With regard to the Requests for Production, TSPC requests that Vital produce the responsive documents (in the format set forth below), and other items for inspection and/or copying at the offices of Jones Walker LLP, 201 St. Charles Avenue, Suite 4900, New Orleans Louisiana 70170, within the time required by law. Alternatively, Vital may comply with the Requests for Production by providing a true and accurate copy of the documents and items sought to counsel for TSPC within the time required

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**EXHIBIT
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by law (subject to TSPC's right to inspect the originals). Vital is also required by Federal Rule of Civil Procedure 34(b) to serve written responses to TSPC's Requests for Production of Documents separately, fully, and under oath within the same time period. The following instructions and definitions shall apply to all Interrogatories and Requests for Production unless specifically noted otherwise.

INSTRUCTIONS

1. Restate each Interrogatory and Request for Production in full immediately preceding the written response to same.

2. Where knowledge or information of or possession or control by a party is requested or inquired of, such request or inquiry includes knowledge, information, possession or control of or by the party's agents, servants, employees, representatives, and attorneys.

3. If an objection is submitted in response to any Interrogatory or Request for Production, the reasons for the objection must be specified. To the extent the Interrogatory or Request for Production is not considered objectionable, an answer and/or responsive information requested must be provided. An otherwise proper Interrogatory or Request for Production is not objectionable merely because an answer or response involves an opinion or contention that relates to a fact or the application of law to a fact.

4. With respect to each document otherwise called for by an Interrogatory or Request for Production as to which you assert a claim of privilege or applicability of the work product doctrine, please separately state the following, in addition to the information previously requested:

- The type of document(s);
- The date of the document(s);
- The name, business address, and present position of its author(s);
- The position of the author(s) at the time the document(s) was/were prepared;
- The name, business address, and present position of its addressee and all other recipients of the document(s);
- The position of its addressee and all other recipients at the time the document(s) was/were prepared and at the time it was received;
- A general description of the subject matter of the document(s);

- The basis of any claim of the privilege; and
- The facts and law upon which you will rely in support of that contention in response to a Motion to Compel.

A privilege log is also required.

5. For each Interrogatory or Request for Production, identify the person answering on your behalf and any person(s) consulted in preparing your answers, indicating which response each person aided in answering. Answers to Interrogatories must be signed by the person making them. Objections to Interrogatories must be signed by the attorney making them.

6. Production of responsive documents should be made in the form or forms in which the information is ordinarily maintained or in a reasonably usable form. Vital shall also produce all reasonably accessible metadata that will enable the requesting party to have the same ability to access, search, and display the information as the producing party where appropriate or necessary in light of the nature of the information and the needs of the case.

7. In response to the Requests for Production, produce the original media and all copies that differ from the original in any respect, such as notations made on the copy. These requests are also intended to include all media of any nature that are now or have at any time been within your care, custody or control. If a document or media is no longer in your care, custody or control, identify its disposition.

8. In producing documents, please segregate which documents are being produced in response to which particular discovery request.

9. Vital must reasonably amend any prior response or production upon learning that the prior response or production is in some material respect incomplete or incorrect and if the additional or corrective information has not otherwise been made known to the requesting party during discovery or in writing.

10. Whenever appropriate, the singular form of a word shall be interpreted in the plural and vice-versa, and the masculine gender shall include the feminine and neuter genders and vice-versa.

11. If any requested document is unavailable because it has been lost, discarded, or destroyed, please summarize for each such document: (i) its date, author, addressee, signatory, type, content, and length; (ii) the date and circumstances under which it was lost, discarded, or destroyed; (iii) the identity of any persons who ordered or directed it to be discarded or destroyed; and (iv) the identity of any person who has knowledge of the circumstances under which the document was lost, discarded, or destroyed.

12. The definitions and instructions set forth herein are expressly incorporated by reference and made a part of each of the requests set forth below.

DEFINITIONS

1. **“Vital,” “You,” or “Yours,”** refers to Vital Information Systems, Inc., including any of its officers, directors, affiliates, predecessors and successors in interest, parent corporations, divisions, subsidiaries, area and regional offices, assignees, trustees, employees, experts, attorneys, agents, consultants, representatives, and other persons acting on its behalf.
2. The following entity definitions shall apply:
 - (a) **“Neill Corp.”** refers to Neill Corporation;
 - (b) **“Neill Tech.”** refers to Neill Technologies, Inc.; and
 - (c) **“BBI”** refers to Beauty Basics, Inc.

These entities and Vital shall collectively be referred to as the **“Neill Entities.”**

3. **“Claim”** shall mean any type of complaint, dispute, charge, or grievance, whether verbal, written, formal, informal, internal, external, administrative, or judicial, including but not limited to those submitted to any local, state, or federal body, administrative claims, alternative dispute resolution proceedings, lawsuits, and any other request for relief on the basis of a complaint, dispute, charge, or grievance.

4. **“Custodian,”** including all forms thereof, shall mean any natural or legal person possessing or responsible for maintaining and/or preserving any document, evidence, exhibit or other item.

5. **“Describe,”** including all forms thereof, with regard to a document shall mean to: (A) identify the author of the document, (B) identify all recipients of the document, (C) provide the date the document was created, (D) summarize the subject matter, information and/or topic of or referenced in the document, and (E) identify the current custodian(s) of the document. With regard to any evidence, exhibit, or other tangible item, “describe” shall mean to: (A) provide a physical description of the item, (B) provide any trade or generic names of the evidence, exhibit, or item, (C) identify the manufacturer or creator of the evidence, exhibit, or item, (D) summarize the subject matter, information and/or topic to which the evidence, exhibit, or item relates, and (E) identify the current custodian(s) of the item.

6. **“Document,”** including all forms thereof, shall mean written or recorded matter of every kind, including but not limited to, electronic data stored in any computer or on any magnetic or optical storage media, however produced or reproduced, whether preliminary, revised, superseded or replaced, original or reproduction, and the originals, and all non-identical copies, different from the originals by reason of any notation made on such copies or otherwise, of the following: contracts, agreements, correspondence, logs, telegrams, telexes, computer printouts, reports, studies, records, schedules, diaries, calendars, handbooks, manuals, invoices, purchase orders, accounting records and work sheets, drawings, sketches, charts, notes, estimates, summaries, inventories, minutes of meetings, memoranda, including inter-corporate, intra-corporate, inter-office and intra-office memoranda, and memoranda regarding conferences,

conversations or telephone conversations, and any and all other tapes, papers, computer disks, or other recorded, filmed, written, printed or typed matters of any kind or description, includes any summary, compilation, or index of documents, evidence, exhibits, or other tangible items.

7. **“Evidence,”** including all forms thereof, refers to witnesses or other individuals, documents, and exhibits. With regard to witnesses or other individuals, the term “evidence” includes the name, address, telephone number, and a brief description of the testimony expected of each person identified. With regard to documents and exhibits, “evidence” includes a description of the documents or exhibits.

8. **“Identify,”** including all forms thereof, with regard to a natural person or corporation shall mean:

(a) When used in reference to an individual: his/her full name; present or last known business and residence address; and his/her last known business affiliation and position;

(b) When used in reference to a corporation: its full name; its state of incorporation; its official name; its organizational form; its primary address; and telephone number.

(c) When used in reference to a document or other tangible items: the description and type of document; date; author; addressee; title; its present location; name and address of its custodian; and the substance of the contents thereof (in lieu of identifying documents, copies thereof may be furnished);

(d) When used in reference to any act, occurrence, meeting, transaction, or conduct: the event or events constituting such act; its (their) location(s); the date and time; the particular persons participating or present; and the documents relating to or referring in any way thereto;

9. **“Person,”** including the plural and other forms thereof, shall mean any natural person, corporation, partnership, sole proprietorship, association, institute, governmental subdivision, joint venture, trust, firm, organization, or other entity regardless of its status as privately owned, publicly owned, for profit, or nonprofit.

10. **“Communication,”** means any transmission of information by written, oral, pictorial, or other perceptible means, including, but not limited to, correspondence, e-mails, telegraph, cables, telephone conversations, and personal conversations.

11. **“Pertain to,” “pertaining to,” or “pertaining thereto”** means commenting upon, including, concerning, containing, regarding, discussing, reflecting, relating to, relevant to, used in connection with, embodying or evidencing, and should be construed in the broadest sense of the word.

12. A document that **“relates to”** any given subject means any document that in whole or in part constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject, irrespective of whether it supports or refutes your position, including without limitation, documents concerning the preparation of other documents.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.

INTERROGATORY NO. 2:

Identify which of the Neill Entities has been invoiced by the Smith Fawer law firm or any attorney or law firm for any legal fees related to the preparation of any motions or pleadings filed on your behalf in this proceeding, and otherwise for providing advice to you related to the prosecution or defense of claims in this proceeding. Further, identify the amount(s) charged for the services described in this Interrogatory.

INTERROGATORY NO. 3:

Identify any and all cellular or mobile phones for which service is paid by you for the time period 2008 through the present date. For each cellular phone identified please state: (i) the cellular phone number; (ii) the employee or employees to whom the phone is assigned; and (iii) the cellular phone service carrier.

INTERROGATORY NO. 4:

Identify any and all persons with knowledge that refers or relates to your allegations that TSPC or Thomas Petrillo: “intentionally induced or caused TSPC to breach the Consulting Agreement,” “breached his fiduciary duty of loyalty and a duty of care,” breached the Consulting Agreement by failing to seek the extension of the Neill Entities’ Distributor Agreement with Aveda, “sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled,” and/or “when TSPC and Petrillo announced it would

not perform its future obligations under the Consulting Agreement they anticipatorily repudiated the Consulting Agreement.”

INTERROGATORY NO. 5:

Identify what specific confidential information you contend Thomas Petrillo provided to Aveda regarding any of the Neill Entities, or any of those Entities’ principals, at any time, without first seeking your consent or waiver.

INTERROGATORY NO. 6:

Identify any and all steps you took in order to offer TSPC the opportunity to cure alleged breaches by TSPC of the Consulting Agreement.

INTERROGATORY NO. 7:

Identify in detail the financial difficulties that you claim you experienced during 2008-2009, including in your answer the reasons therefor.

INTERROGATORY NO. 8:

Identify and describe in detail the “high-level services for Aveda” that you contend Thomas Petrillo performed or was performing at any time from 2009 through the present without your knowledge.

INTERROGATORY NO. 9:

Identify and describe all actions that TSPC and/or Thomas Petrillo initiated, proposed, or undertook that brought benefit to you after you and TSPC entered into the 2009 Consulting Agreement or any precursor to that agreement.

INTERROGATORY NO. 10:

Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their

repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or fiduciary duties; or (d) on account of their interference with contract.

INTERROGATORY NO. 11:

State whether you, or any person acting on your behalf, has, or at any time within the previous five (5) years has had, possession of any audio or video recording of the voice or image of any person who has or had knowledge of any fact alleged in any of the pleadings filed on your behalf. If your answer is affirmative, identify: (a) the type of recording; (b) the person(s) whose voice and/or image is recorded; (c) the location of the media that contains the recording; (d) whether a transcript of the recording has been made; and (e) the subject matter of the recording.

INTERROGATORY NO. 12:

Identify any and all persons at Aveda who expressed concern that the principals of Vital or any other Neill Entity were not actively involved in management at all times and/or that Thomas Petrillo had taken over Neill Corp. and/or any other Neill Entity.

INTERROGATORY NO. 13:

Identify all persons who supplied facts, information, or documents identified in your answers to these Interrogatories.

INTERROGATORY NO. 14:

Identify every person you believe has knowledge of the facts alleged in your pleadings, including but not limited to all persons who witnessed and/or have personal knowledge of any alleged unlawful behavior.

INTERROGATORY NO. 15:

Identify any and all witnesses you may call to testify in support of your allegations and claims, and in support of your defenses to the claims brought against you, in this action.

INTERROGATORY NO. 16:

Identify every person you believe has specialized knowledge or expertise and on whom you may rely as a testifying expert in any proceeding or trial in this action, providing the subject matter on which each person may testify.

INTERROGATORY NO. 17:

Identify any and all documents used in preparing your answers to these Interrogatories.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

Produce all documents or other tangible things referenced or relied upon in any of your answers to the above Interrogatories.

REQUEST FOR PRODUCTION NO. 2:

Produce all reports or other documents that relate to the value or that contain a valuation of Vital.

REQUEST FOR PRODUCTION NO. 3:

Produce any and all documents that refer or relate to any alleged breaches of the Consulting Agreement by TSPC or Thomas Petrillo.

REQUEST FOR PRODUCTION NO. 4:

Produce any and all documents that refer or relate in any way to any “Material Action(s)” that you contend were undertaken by TSPC in violation of the Consulting Agreement, including all written communications.

REQUEST FOR PRODUCTION NO. 5:

Produce any and all documents and tangible items that refer or relate to your allegations of improper or unauthorized conduct by Thomas Petrillo and/or TSPC in this lawsuit.

REQUEST FOR PRODUCTION NO. 6:

Produce any and all documents that relate in any way to your allegations that: “TSPC and Thomas Petrillo sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled”

REQUEST FOR PRODUCTION NO. 7:

Produce all e-mails, text messages, recordings, letters, notes, calendars, diaries, or other documents related to: (i) any fact or allegation set forth in the original Petition or in your pleadings; (ii) Thomas Petrillo or TSPC; (iii) the Consulting Agreement; (iv) the dispute between Vital and TSPC/Thomas Petrillo; or (v) the establishment, term, or renewal of Vital’s distributor relationship with Aveda, at any time.

REQUEST FOR PRODUCTION NO. 8:

Produce any and all documents that refer or relate to any opportunity you made available to TSPC to cure any “Material Actions” that you contend TSPC took, including, without limitation, all instances whereupon you provided TSPC with pre-suit notice of any events of breach of the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 9:

Produce any and all documents that refer or relate to any and all events and instances in which TSPC obtained consent of Vital or its shareholders on the basis of false or misleading information or through a lack of disclosure of all material facts.

REQUEST FOR PRODUCTION NO. 10:

Produce any and all documents that refer or relate to the “Profit Share Payments” (as said term is defined in the Consulting Agreement) for the fiscal years ended July 1, 2011 to June 30,

2016, including but not limited to documents that relate to the determination of the amount of each such payment.

REQUEST FOR PRODUCTION NO. 11:

Produce any and all documents that refer or relate in any way to your allegation that TSPC and Thomas Petrillo “announced” or otherwise indicated that either of them would not perform its or his obligations under the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 12:

Produce any and all documents that refer or relate to your allegations that TSPC or Thomas Petrillo “breached his fiduciary duty of loyalty and a duty of care.”

REQUEST FOR PRODUCTION NO. 13:

Produce any and all documents that refer or relate to your allegation that Thomas Petrillo intentionally induced or caused TSPC to breach the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 14:

Produce any and all statements submitted by Vital to Chase Bank for the years 2007 through 2015.

REQUEST FOR PRODUCTION NO. 15:

Produce any and all consolidated statements for the Neill Entities for the years 2007 through 2015.

REQUEST FOR PRODUCTION NO. 16:

Produce all Vital audited and unaudited financial statements for the fiscal years ended June 2008-2015, including any periodic statements.

REQUEST FOR PRODUCTION NO. 17:

For each month beginning May 1, 2015, through the present date, produce the following for Vital:

(a) a complete digital download of the General Ledger of all cash accounts, including any such field information that includes a complete listing of payments, by vendor, and including a list of all journal entries, adjusting journal entries, and any entries made to cash; and

(b) all credit card statements for that period, including all credit cards either paid directly by Vital, or for which Vital provided reimbursement.

REQUEST FOR PRODUCTION NO. 18:

Produce any and all documents that refer or relate to any Vital budget for the fiscal years ended June 30, 2012 to June 30, 2016, including but not limited to drafts of said budgets.

REQUEST FOR PRODUCTION NO. 19:

Produce a copy of any and all term sheets, including drafts and non-identical copies of term sheets, that relate to the extension of the Distribution Agreement, including but not limited to the December 10, 2014 term sheet, the December 19, 2014 term sheet, the December 23, 2014 term sheet, and the January 12, 2015 term sheet.

REQUEST FOR PRODUCTION NO. 20:

Produce any and all documents that refer or relate in any way to your allegation that Thomas Petrillo and/or TSPC breached the Consulting Agreement by failing to seek the extension of any of the Neill Entities' Distributor Agreement with Aveda.

REQUEST FOR PRODUCTION NO. 21:

Produce any and all documents that refer or relate to the extension of any of the Neill Entities' Agreement with Aveda, including but not limited to the proposal to create Newco.

REQUEST FOR PRODUCTION NO. 22:

Produce any and all documents that refer or relate in any way to the decision or action by Vital to coordinate its business operations with those of TSPC or any TSPC affiliate.

REQUEST FOR PRODUCTION NO. 23:

Produce all draft and final minutes of Vital's board meetings.

REQUEST FOR PRODUCTION NO. 24:

Produce all draft and final minutes of Vital's shareholder meetings.

REQUEST FOR PRODUCTION NO. 25:

Produce all shareholder consents of the Vital's shareholders.

REQUEST FOR PRODUCTION NO. 26:

Produce any and all detailed cellular and land line phone bills and statements for each and every cellular, mobile, land, or other telephone line account that is in the name of and/or is paid for by you, for the time period 2008 through the present date.

REQUEST FOR PRODUCTION NO. 27:

Produce any and all non-privileged documents, tangible things or information, including electronic mail and messages, stored on any computer, hard drive, CD, or any other media, that refer or relate to your claims, defenses, or alleged damages in this case.

REQUEST FOR PRODUCTION NO. 28:

Produce any and all documents or tangible items referenced in, or that you reviewed in preparing your pleadings.

REQUEST FOR PRODUCTION NO. 29:

Produce copies of any and all documents or tangible things you may introduce into evidence in support of your allegations and claims in your pleadings.

REQUEST FOR PRODUCTION NO. 30:

Produce any and all documents that refer or relate to any interview or statement you have obtained from any person related to the claims and defenses raised in this litigation.

REQUEST FOR PRODUCTION NO. 31:

With regard to any claim for damages you have asserted against TSPC or Thomas Petrillo, produce all documents related to such a claim, including but not limited to documents related to damages you contend have been or are being caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

REQUEST FOR PRODUCTION NO. 32:

Produce any and all audio or video recordings that relate or concern the allegations in your pleadings, including but not limited to recordings with employees of Aveda.

REQUEST FOR PRODUCTION NO. 33:

Produce the board rosters, or any and all documents that indicated board membership, for your company, for the period 2003 through the present.

REQUEST FOR PRODUCTION NO. 34:

Produce each and every agreement between you and Aveda, and any documents related thereto, including any and all communications with Aveda that relate in any way to any such agreement.

REQUEST FOR PRODUCTION NO. 35:

Produce all documents that relate to your interest in obtaining an extension of your distribution agreement with Aveda, at any time during or after 2009.

REQUEST FOR PRODUCTION NO. 36:

Produce all documents and recordings related to your allegation that Thomas Petrillo “brought an opportunity to the Neill Entities to extend the Distribution Agreement” “soon after” September 9, 2014.

REQUEST FOR PRODUCTION NO. 37:

Produce all documents and recordings related in any way to your communications with Aveda, or any Aveda representative, on or after September 9, 2014.

REQUEST FOR PRODUCTION NO. 38:

Produce all documents and recordings, including any and all records of communications, related in any way to your allegation that TSPC and Thomas Petrillo were contractually obligated to seek an extension of the Distribution Agreement.

REQUEST FOR PRODUCTION NO. 39:

Produce all documents and recordings, including any and all records of communications, wherein you, or any person or entity affiliated with you, advised TSPC or Thomas Petrillo that it or he was abrogating or repudiating the Consulting Agreement.

REQUEST FOR PRODUCTION NO. 40:

Produce all documents and recordings, including any and all records of communications, in which you, or any person or entity affiliated with you, expressed surprise, shock, or dismay in response to any of the following:

- (a) Edwin Neill, III’s phone conversation with Bob Willis of December 4, 2014;
- (b) Thomas Petrillo’s correspondence of December 10, 2014;
- (c) Thomas Petrillo’s correspondence of December 23, 2014;
- (d) Thomas Petrillo’s correspondence of January 12, 2015;

(e) Thomas Petrillo's correspondence of January 14, 2015; and

(f) Any Thomas Petrillo conversation that took place from November 2014 through February 2015;

REQUEST FOR PRODUCTION NO. 41:

Produce all documents and recordings, including any and all records of communications, related in any way to communications from, to, or with Aveda regarding the Distribution Agreement, which took place in December 2014, or January, February, March, April, or May 2015.

REQUEST FOR PRODUCTION NO. 42:

Produce all documents and recordings related in any way to a meeting that took place at Debra Neill Baker's home on or about October 21, 2014.

REQUEST FOR PRODUCTION NO. 43:

Produce any and all documents that refer or relate to Edwin Neill's December 4, 2014 conversation with Bob Willis regarding the revised Distribution Agreement referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 44:

Produce any and all documents that refer or relate to the January 8, 2015 dinner with Edwin Neill and Thomas Petrillo referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 45:

Produce any and all documents that refer or relate to the January 9, 2015 video-conference referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 46:

Produce any and all documents that refer or relate to the January 21, 2015 conference call referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 47:

Produce any and all documents that relate to the January 25, 2015 telephone call with Edwin Neill and Thomas Petrillo referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 48:

Produce any and all documents that relate to the February 11, 2015 lunch with Edwin Neill and Thomas Petrillo referenced in your pleadings.

REQUEST FOR PRODUCTION NO. 49:

Produce any and all documents that refer or relate to the Consulting Agreement or the allegations in this lawsuit, including but not limited to any email or other written communication between any Neill-related Entity officer, shareholder, or representative and any other person.

REQUEST FOR PRODUCTION NO. 51:

Produce any and all Distributor agreements or contracts between Aveda and any of the Neill Entities.

Respectfully submitted,

/s Andrew R. Lee

COVERT J. GEARY (# 14280)
ANDREW R. LEE (# 21196)
BRITTANY M. SIMPSON (# 34767)
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Attorneys for TSP Consulting, LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing pleading has been served upon all counsel of record by e-mail transmission or by United States mail, on this 21st day of December, 2015.

s/Andrew R. Lee

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

NEILL CORPORATION	*	CIVIL ACTION NO. 2015-964
	*	
	*	
versus	*	SECTION: A
	*	Judge Jay C. Zainey
	*	
TSP CONSULTING, LLC	*	MAGISTRATE: 3
	*	Magistrate Daniel E. Knowles
	*	

**BEAUTY BASICS INC.’S ANSWERS TO TSP CONSULTING, LLC’S FIRST
SET OF INTERROGATORIES AND RESPONSE TO TSP CONSULTING, LLC’S
REQUESTS FOR PRODUCTION OF DOCUMENTS**

Third-party defendant/counterclaimant, Beauty Basics, Inc. (“BBI”) hereby objects to and/or answers the Interrogatories and objects to and/or responds to the Requests for Production propounded by defendant/plaintiff-in-counterclaim TSP Consulting, LLC., as follows:

GENERAL OBJECTIONS

1. To the extent that any Interrogatory or Request for Production may be construed to request any information subject to a claim of privilege or protected by an immunity from production, including, without limitation, the attorney-client privilege or the work product or anticipation of litigation doctrines, BBI claims such privilege or doctrinal protection.

2. The production of any document and/or the dissemination of any information pursuant to these discovery requests are without prejudice to BBI’s rights later to object that such information is protected by the attorney-client privilege, the work product doctrine, and/or the anticipation of litigation doctrine, and that production of such information was inadvertent;



nor shall the production of any information be construed as an admission by plaintiff that said information is relevant, material, authentic, or otherwise admissible as evidence.

3. These General Objections apply to every answer and/or response provided hereafter, as though fully set forth in each specific answer and/or response.

ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1:

Describe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.

ANSWER TO INTERROGATORY NO. 1:

BBI objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, BBI answers as follows:

Legal invoices are currently invoiced to Neill Corp. and an apportionment is determined at discretion of the Neill Entities. Previously, for a short period of time, fees and costs were equally allocated among the four (4) Entities.

INTERROGATORY NO. 2:

Identify which of the Neill Entities has been invoiced by the Smith Fawer law firm or any attorney or law firm for any legal fees related to the preparation of any motions or pleadings filed on your behalf in this proceeding, and otherwise for providing advice to you related to the prosecution or defense of claims in this proceeding. Further, identify the amount(s) charged for the services described in this Interrogatory.

ANSWER TO INTERROGATORY NO. 2:

BBI objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, BBI answers as follows:

All of the Neill Entities have been invoiced for legal services and costs.

INTERROGATORY NO. 3:

Identify any and all cellular or mobile phones for which service is paid by you for the time period 2008 through the present date. For each cellular phone identified please state: (i) the cellular phone number; (ii) the employee or employees to whom the phone is assigned; and (iii) the cellular phone service carrier.

ANSWER TO INTERROGATORY NO. 3:

BBI objects to this Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI answers as follows:

The cell phone numbers and carriers for certain people who may have had conversations with TSPC pertaining to any claims made in this litigation are:

Debra Neill Baker: (985) 969-6475 (AT&T)

Edwin Neill, III: (985) 969-2088 (Verizon)

Marty Neill Hebeisen: +41/79-826-3508 (Swisscom)

INTERROGATORY NO. 4:

Identify any and all persons with knowledge that refers or relates to your allegations that TSPC or Thomas Petrillo: “intentionally induced or caused TSPC to breach the Consulting Agreement,” “breached his fiduciary duty of loyalty and a duty of care,” breached the Consulting Agreement by failing to seek the extension of the Neill Entities’ Distributor Agreement with Aveda, or “sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled,” and/or “when TSPC and Petrillo announced it would

not perform its future obligations under the Consulting Agreement they anticipatorily repudiated the Consulting Agreement.”

ANSWER TO INTERROGATORY NO. 4:

BBI objects to this Interrogatory as overly broad. Subject to and without waiving this objection, BBI answers as follows:

1. Alex Peragine
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
2. Cristina Carelli
3. Deanne Wilkins
4. Debra Neill Baker
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
5. Dennis Jones
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
6. Edwin H. Neill III
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
7. Jim Petrillo
8. Karen McLaughlin
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
9. Marty Neill-Hebeisen
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170

10. Mary Fahy
Skelton, Willis & Wallace, LLP
259 Third Street North
St. Petersburg, FL 33071
11. Michael Baker
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
12. Robert Willis
Skelton, Willis & Wallace, LLP
259 Third Street North
St. Petersburg, FL 33071
13. Roger Doody
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
14. Terry Sayre
15. Thomas Petrillo
c/o Jones Walker
201 St. Charles Avenue, Suite 5100
New Orleans, Louisiana 70170

INTERROGATORY NO. 5:

Identify what specific confidential information you contend Thomas Petrillo provided to Aveda regarding any of the Neill Entities, or any of those Entities' principals, at any time, without first seeking your consent or waiver.

ANSWER TO INTERROGATORY NO. 5:

BBI objects to this Interrogatory as vague. Objecting further, the Interrogatory seeks the mental impressions of counsel. Subject to and without waiving these objections, BBI answers as follows:

Upon information and belief, Thomas Petrillo had a separate consulting or advisory relationship with Aveda unbeknownst to the Neill Entities. It is unknown at this time exactly

what information Petrillo may have conveyed to Aveda

INTERROGATORY NO. 6:

Identify any and all steps you took in order to offer TSPC the opportunity to cure alleged breaches by TSPC of the Consulting Agreement.

ANSWER TO INTERROGATORY NO. 6:

BBI objects to this Interrogatory to the extent it assumes that TSPC's breaches of the Consulting Agreement were susceptible to cure and/or that such opportunity needed to be afforded TSPC. Subject to and without waiving this objection, BBI answers as follows:

The Neill Entities provided the requisite thirty (30) day notice by letters dated March 6, 2015 and March 18, 2015, notifying TSPC of its breach of the Consulting Agreement. Prior to filing any suit for damages related to the breach, the Neill Entities provided TSPC with the requisite cure opportunity.

INTERROGATORY NO. 7:

Identify and describe in detail the financial difficulties that you claim you experienced during 2008-2009, including in your answer the reasons therefor.

ANSWER TO INTERROGATORY NO. 7:

BBI objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, BBI answers as follows:

In 2009, BBI was experiencing a cash shortage and an inability to obtain credit because of the financial crisis that began in the fall of 2008.

INTERROGATORY NO. 8:

Identify and describe in detail the "high-level services for Aveda" that you contend Thomas Petrillo performed or was performing at any time from 2009 through the present without

your knowledge.

ANSWER TO INTERROGATORY NO. 8:

BBI objects to this Interrogatory to the extent it seeks the mental impressions of counsel. Subject to and without waiving this objection, BBI answers as follows:

Upon information and belief, Thomas Petrillo had a separate consulting or advisory relationship with Aveda unbeknownst to the Neill Entities. It is unknown at this time, the nature and extent of the services Thomas Petrillo may have provided to Aveda.

INTERROGATORY NO. 9:

Identify and describe all actions that TSPC and/or Thomas Petrillo initiated, proposed, or undertook that brought benefit to you after you and TSPC entered into the 2009 Consulting Agreement or any precursor to that agreement.

ANSWER TO INTERROGATORY NO. 9:

BBI objects to this Interrogatory as vague, overly broad, unduly burdensome and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI answers as follows:

This Interrogatory is so overly broad that BBI is not able to formulate an answer.

INTERROGATORY NO. 10:

Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

ANSWER TO INTERROGATORY NO. 10:

BBI objects to this Interrogatory to the extent it seeks the mental impressions of counsel. Subject to and without waiving this objection, BBI answers as follows:

If TSPC had properly resigned, as required to do when it repudiated the Consulting Agreement, then TSPC's damages would be limited to a certain percentage of the fair market value of the Neill Entities, and TSPC would not be entitled to any claimed profits of the Neill Entities.

INTERROGATORY NO. 11:

State whether you, or any person acting on your behalf, has, or at any time within the previous five (5) years has had, possession of any audio or video recording of the voice or image of any person who has or had knowledge of any fact alleged in any of the pleadings filed on your behalf. If your answer is affirmative, identify: (a) the type of recording; (b) the person(s) whose voice and/or image is recorded; (c) the location of the media that contains the recording; (d) whether a transcript of the recording has been made; and (e) the subject matter of the recording.

ANSWER TO INTERROGATORY NO. 11:

BBI objects to this Interrogatory as overly broad, unduly burdensome and not reasonably calculated to the lead to the discovery of admissible evidence. Objecting further: The interrogatory seeks information protected as work product. Subject to and without waiving these objections, BBI answers as follows:

The Neill Entities are currently unaware of any recordings of the nature requested.

INTERROGATORY NO. 12:

Identify any and all persons at Aveda who expressed concern that the principals of BBI or any other Neill Entity were not actively involved in management at all times and/or that

Thomas Petrillo had taken over Neill Corp. and/or any other Neill Entity.

ANSWER TO INTERROGATORY NO. 12:

BBI objects to this Interrogatory as vague and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI answers as follows:

Around Thanksgiving 2014, Tom Petrillo informed the Neill Entities that Aveda had expressed such a concern. Mr. Petrillo did not inform the Neill Entities who at Aveda made these remarks.

INTERROGATORY NO. 13:

Identify all persons who supplied facts, information, or documents identified in your answers to these Interrogatories.

ANSWER TO INTERROGATORY NO. 13:

BBI objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, BBI answers as follows:

Alex Peragine

Edwin Neill

INTERROGATORY NO. 14:

Identify every person you believe has knowledge of the facts alleged in your pleadings, including but not limited to all persons who witnessed and/or have personal knowledge of any alleged unlawful behavior.

ANSWER TO INTERROGATORY NO. 14:

BBI objects to this Interrogatory as overly broad, unduly burdensome and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving

these objections, BBI answers as follows:

See Answer to Interrogatory No. 5, *supra*.

INTERROGATORY NO. 15:

Identify:

(a) the section(s) of the Employee Lease Agreement that require TSPI to fund run-out claims;

(b) the name of the health plan under which TSPI employees had coverage;

(c) the provisions of the plan documents that require TSPI to fund claims, and/or run-out claims;

(d) the names of the plan administrator and plan fiduciary;

(e) the name of any insurer, broker, or administrator of the plan during the term of the Employee Lease Agreement and/or the period during which TSPI employees were covered under the plan.

(f) the name of each TSPI employee covered under the plan, and the period of coverage for such employee;

(g) the name of each TSPI employee with respect to which BBI seeks reimbursement, and a report of the claims for which reimbursement is sought; and

(h) if the plan is self-funded, the name of the bank account that serves as the claims account, identifying the bank at which the account is held.

ANSWER TO INTERROGATORY NO. 15:

BBI objects to this Interrogatory as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI answers as follows:

(a) Sections 2.4 and 6.2

(b)-(h) BBI is in the process of gathering the responsive information.

INTERROGATORY NO. 16

Identify any and all witnesses you may call to testify in support of your allegations and claims, and in support of your defenses to the claims brought against you, in this action.

ANSWER TO INTERROGATORY NO. 16:

BBI objects to this Interrogatory as premature, considering the discovery is on-going. Subject to and without waiving this objection, BBI answers as follows:

See Answer to Interrogatory No. 5, *supra*.

Answering further: BBI may retain an expert(s) to provide expert opinions on liability, causation, damages and/or recovery of fees and costs.

INTERROGATORY NO. 17

Identify every person you believe has specialized knowledge or expertise and on whom you may rely as a testifying expert in any proceeding or trial in this action, providing the subject matter on which each such person may testify.

ANSWER TO INTERROGATORY NO. 17:

BBI objects to this Interrogatory as premature. BBI has not retained any expert related to this matter; if, and when, it does, it will supplement this Answer accordingly and produce an expert report in accordance with the Court's Scheduling Order.

INTERROGATORY NO. 18

Identify any and all documents used in preparing your answers to these Interrogatories.

ANSWER TO INTERROGATORY NO. 18:

See NE00075-211; NE000413-415

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

Produce all documents or other tangible things referenced or relied upon in any of your answers to the above Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

NE00075-00211; NE00413-00415

REQUEST FOR PRODUCTION NO. 2:

Produce all reports or other documents that relate to the value or that contain a valuation of BBI.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

BBI objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, BBI responds as follows:

BBI is currently attempting to locate any responsive documents, if any exist.

REQUEST FOR PRODUCTION NO. 3:

Produce any and all documents that refer or relate to any alleged breaches of the Consulting Agreement by TSPC or Thomas Petrillo.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

BBI objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, BBI responds as follows:

See NE00001-00211

REQUEST FOR PRODUCTION NO. 4:

Produce any and all documents that refer or relate in any way to any “Material Action(s)”

that you contend were undertaken by TSPC in violation of the Consulting Agreement, including all written communications.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

BBI objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, BBI as follows:

See NE00075-00211

REQUEST FOR PRODUCTION NO. 5:

Produce any and all documents and tangible items that refer or relate to your allegations of improper or unauthorized conduct by Thomas Petrillo and/or TSPC in this lawsuit.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

BBI objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, BBI responds as follows:

See NE00001-00394; NE00416-00435

REQUEST FOR PRODUCTION NO. 6:

Produce any and all documents that relate in any way to your allegations that: “TSPC and Thomas Petrillo sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled”

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

BBI objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, BBI responds as follows:

See NE00001-00211

REQUEST FOR PRODUCTION NO. 7:

Produce all e-mails, text messages, recordings, letters, notes, calendars, diaries, or other documents related to: (i) any fact or allegation set forth in your pleadings; (ii) Thomas Petrillo or TSPC; (iii) the Consulting Agreement; (iv) the dispute between BBI and TSPC/Thomas Petrillo; or (v) the establishment, term, or renewal of BBI's distributor relationship with Aveda, at any time.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

BBI objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, BBI responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 8:

Produce any and all documents that refer or relate to any opportunity you made available to TSPC to cure any "Material Actions" that you contend TSPC took, including, without limitation, all instances whereupon you provided TSPC with pre-suit notice of any events of breach of the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

BBI objects to the Request to the extent it assumes that TSPC's breaches of the Consulting Agreement were susceptible of cure and/or that such opportunity needed to be afforded TSPC. Subject to and without waiving these objections, BBI responds as follows:

See NE00207-00211

REQUEST FOR PRODUCTION NO. 9:

Produce any and all documents that refer or relate to any and all events and instances in which TSPC obtained consent of BBI or its shareholders on the basis of false or misleading

information or through a lack of disclosure of all material facts.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 10:

Produce any and all documents that refer or relate to the “Profit Share Payments” (as said term is defined in the Consulting Agreement) for the fiscal years ended June 30, 2011 to June 30, 2016, including but not limited to documents that relate to the determination of the amount of each such payment.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

BBI objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See 00435-00450

REQUEST FOR PRODUCTION NO. 11:

Produce any and all documents that refer or relate in any way to your allegation that TSPC and Thomas Petrillo “announced” or otherwise indicated that either of them would not perform its or his obligations under the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

BBI objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, BBI responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 12:

Produce any and all documents that refer or relate to your allegations that TSPC or Thomas Petrillo “breached his fiduciary duty of loyalty and a duty of care.”

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

BBI objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, BBI responds as follows:

See NE00075-00211

REQUEST FOR PRODUCTION NO. 13:

Produce any and all documents that refer or relate to your allegation that Thomas Petrillo intentionally induced or caused TSPC to breach the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

BBI objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, BBI responds as follows:

See NE00075-00211

REQUEST FOR PRODUCTION NO. 14:

Produce any and all statements submitted by BBI to Chase Bank for the years 2007 through 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

BBI objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See Response to Request for Production No. 15, *infra*

REQUEST FOR PRODUCTION NO. 15:

Produce any and all consolidated statements for the Neill Entities for the years 2007 through 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

BBI objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00213-394

REQUEST FOR PRODUCTION NO. 16:

Produce all BBI audited and unaudited financial statements for the fiscal years ended June 2008-2015, including any periodic statements.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

BBI objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See Response to Request for Production No. 15, *supra*.

REQUEST FOR PRODUCTION NO. 17:

For each month beginning May 1, 2015, through the present date, produce the following for BBI:

(a) a complete digital download of the General Ledger of all cash accounts, including any such field information that includes a complete listing of payments, by vendor, and including a list of all journal entries, adjusting journal entries, and any entries made to cash; and

(b) all credit card statements for that period, including all credit cards either paid directly by BBI, or for which BBI provided reimbursement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

BBI objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See Response to Request for Production No. 15, *supra*.

REQUEST FOR PRODUCTION NO. 18:

Produce any and all documents that refer or relate to any BBI budget for the fiscal years ended June 30, 2012 to June 30, 2016, including but not limited to drafts of said budgets.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

BBI objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See Response to Request for Production No. 15, *supra*.

REQUEST FOR PRODUCTION NO. 19:

Produce a copy of any and all term sheets, including drafts and non-identical copies of term sheets, that relate to the extension of the Distribution Agreement, including but not limited to the December 10, 2014 term sheet, the December 19, 2014 term sheet, the December 23, 2014 term sheet, and the January 12, 2015 term sheet.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

BBI objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these

objections, BBI responds as follows:

See NE00142-00144; NE00148-00153; NE00157-00163; NE00166-00176; NE00177-00182; NE00192-0019198

REQUEST FOR PRODUCTION NO. 20:

Produce any and all documents that refer or relate in any way to your allegation that Thomas Petrillo and/or TSPC breached the Consulting Agreement by failing to seek the extension of any of the Neill Entities' Distributor Agreement with Aveda.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

BBI objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, BBI responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 21:

Produce any and all documents that refer or relate to the extension of any of the Neill Entities' Distributor Agreement with Aveda, including but not limited to the proposal to create Newco.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

BBI objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00001-00211

REQUEST FOR PRODUCTION NO. 22:

Produce any and all documents that refer or relate in any way to the decision or action by BBI to coordinate its business operations with those of TSPC or any TSPC affiliate.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI does not know how to respond to this Request.

REQUEST FOR PRODUCTION NO. 23:

Produce all draft and final minutes of BBI's board meetings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 24:

Produce all draft and final minutes of BBI's shareholder meetings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 25:

Produce all shareholder consents of the BBI's shareholders.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 26:

Produce any and all detailed cellular and land line phone bills and statements for each and every cellular, mobile, land, or other telephone line account that is in the name of and/or is paid for by you, for the time period 2008 through the present date.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 27:

Produce any and all non-privileged documents, tangible things or information, including electronic mail and messages, stored on any computer, hard drive, CD, or any other media, that refer or relate to your claims, defenses, or alleged damages in this case.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00001-00435.

REQUEST FOR PRODUCTION NO. 28:

Produce any and all documents or tangible items referenced in, or that you reviewed in preparing your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00001-00394; NE00413-00435

REQUEST FOR PRODUCTION NO. 29:

Produce copies of any and all documents or tangible things you may introduce into evidence in support of your allegations and claims in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

BBI objects to this Request as premature as discovery is still on-going. Subject to and without waiving this objection, BBI responds as follows:

See all documents produced herein.

REQUEST FOR PRODUCTION NO. 30:

Produce any and all documents that refer or relate to any interview or statement you have obtained from any person related to the claims and defenses raised in this litigation.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

BBI objects to this Request to the extent it seeks documents protected as attorney work product. Subject to and without waiving this objection, BBI responds as follows:

BBI is not currently in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 31:

With regard to any claim for damages you have asserted against TSPC or Thomas Petrillo, produce all documents related to such a claim, including but not limited to documents related to damages you contend have been or are being caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00001-00435

REQUEST FOR PRODUCTION NO. 32:

Produce any and all audio or video recordings that relate or concern the allegations in your pleadings, including but not limited to recordings with employees of Aveda.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

BBI objects to this Request to the extent it seeks documents protected as attorney work product. Subject to and without waiving this objection, BBI responds as follows:

BBI is not currently in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 33:

Produce the board rosters, or any and all documents that indicated board membership, for your company, for the period 2003 through the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015—if they exist.

REQUEST FOR PRODUCTION NO. 34:

Produce each and every agreement between you and Aveda, and any documents related thereto, including any and all communications with Aveda that relate in any way to any such agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00001-74

REQUEST FOR PRODUCTION NO. 35:

Produce all documents that relate to your interest in obtaining an extension of your distribution agreement with Aveda, at any time during or after 2009.

RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not

reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI does not know how to respond to this Request.

REQUEST FOR PRODUCTION NO. 36:

Produce all documents and recordings related to your allegation that Thomas Petrillo “brought an opportunity to the Neill Entities to extend the Distribution Agreement” “soon after” September 9, 2014.

RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00130-212

REQUEST FOR PRODUCTION NO. 37:

Produce all documents and recordings related in any way to your communications with Aveda, or any Aveda representative, on or after September 9, 2014.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI is not in possession of any responsive documents from the time period October 1, 2014 to present that pertain to the claims in this suit.

REQUEST FOR PRODUCTION NO. 38:

Produce all documents and recordings related in any way to your allegation that Petrillo

was advised that BBI and Neill Tech. would derive no benefit from a 10-year extension of the Distribution Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

BBI is not in is not in possession of any responsive documents

REQUEST FOR PRODUCTION NO. 39:

Produce all documents and recordings, including any and all records of communications, related in any way to your allegation that TSPC and Thomas Petrillo were contractually obligated to seek an extension of the Distribution Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00001-74

REQUEST FOR PRODUCTION NO. 40:

Produce all documents and recordings, including any and all records of communications, wherein you, or any person or entity affiliated with you, advised TSPC or Thomas Petrillo that it or he was abrogating or repudiating the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 40:

See NE 00207-212

REQUEST FOR PRODUCTION NO. 41:

Produce all documents and recordings, including any and all records of communications, in which you, or any person or entity affiliated with you, expressed surprise, shock, or dismay in response to any of the following:

- (a) Edwin Neill, III's phone conversation with Bob Willis of December 4, 2014;
- (b) Thomas Petrillo's correspondence of December 10, 2014;
- (c) Thomas Petrillo's correspondence of December 23, 2014;
- (d) Thomas Petrillo's correspondence of January 12, 2015;
- (e) Thomas Petrillo's correspondence of January 14, 2015; and
- (f) Any Thomas Petrillo conversation that took place from November 2014 through February 2015;

RESPONSE TO REQUEST FOR PRODUCTION NO. 41:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00141-144; NE00157-164; NE00186-191; NE00200

REQUEST FOR PRODUCTION NO. 42:

Produce all documents and recordings, including any and all records of communications, related in any way to communications from, to, or with Aveda regarding the Distribution Agreement, which took place in December 2014, or January, February, March, April, or May 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00140; NE00199

REQUEST FOR PRODUCTION NO. 43:

Produce all documents and recordings related in any way to a meeting that took place at Debra Neill Baker's home on or about October 21, 2014.

RESPONSE TO REQUEST FOR PRODUCTION NO. 43:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI is not in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 44:

Produce any and all documents that refer or relate to Edwin Neill's December 4, 2014 conversation with Bob Willis regarding the revised Distribution Agreement as referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 44:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00141

REQUEST FOR PRODUCTION NO. 45:

Produce any and all documents that refer or relate to the January 8, 2015 dinner with Edwin Neill and Thomas Petrillo as referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without

waiving these objections, BBI responds as follows:

BBI is not in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 46:

Produce any and all documents that refer or relate to the January 9, 2015 video-conference referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00183

REQUEST FOR PRODUCTION NO. 47:

Produce any and all documents that refer or relate to the January 21, 2015 conference call referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00190

REQUEST FOR PRODUCTION NO. 48:

Produce any and all documents that relate to the January 25, 2015 telephone call with Edwin Neill and Thomas Petrillo referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not

reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00191

REQUEST FOR PRODUCTION NO. 49:

Produce any and all documents that relate to the February 11, 2015 lunch with Edwin Neill and Thomas Petrillo referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 49:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00200

REQUEST FOR PRODUCTION NO. 50:

Produce any and all documents that refer or relate to the Consulting Agreement or the allegations in this lawsuit, including but not limited to any e-mail or other written communication between any Neill-related Entity officer, shareholder, or representative and any other person.

RESPONSE TO REQUEST FOR PRODUCTION NO. 50:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See all documents produced herein.

REQUEST FOR PRODUCTION NO. 51:

Produce all documents related the claim that TSP Institute violated the Employee Leasing

Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 51:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI is gathering the responsive documents and will accordingly produce those documents.

REQUEST FOR PRODUCTION NO. 52:

Produce all documents related to the claim that TSPC and Thomas Petrillo converted any of your property or funds.

RESPONSE TO REQUEST FOR PRODUCTION NO. 52:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI is gathering the responsive documents and will accordingly produce those documents.

REQUEST FOR PRODUCTION NO. 54 *[sic]*:

Produce any and all Distributor agreements or contracts between Aveda and any of the Neill Entities.

RESPONSE TO REQUEST FOR PRODUCTION NO. 54:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00001-00074

REQUEST FOR PRODUCTION NO. 55:

Produce the following documents related to TSPI:

- (a) the plan document and the summary plan description for employees of TSPI;
- (b) copies of agreements between the plan and any administrator, broker, insurer, or other vendor;
- (c) all notices sent to covered TSPI employees, as required by ERISA and otherwise;
- (d) a copy of any communication sent to TSPI regarding the plan terms;
- (e) any notice to TSPI of its alleged obligation to fund the claims account and/or pay run-out claims or other claims, and any financial reports of such claims provided to TSPI;
- (f) an accounting of all claims payments provided with respect to TSPI employees, and copies of all communications sent to TSPI with respect to such claims, as required by ERISA or otherwise;
- (g) any other agreement executed by TSPI under which it agrees to pay run-out claims; (h) any records of payments to any Neill Entity of Plan funds;
- (i) all communications between any representative of BBI or a Neill Entity and any insurer, broker, administrator of the plan, including any financial reports received from any of those parties;
- (j) all filings by the Plan with the IRS, the Department of Labor, and other government agencies; and
- (k) if the plan is self-funded, all statements received with respect to the claims account.

RESPONSE TO REQUEST FOR PRODUCTION NO. 55:

BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI is gathering the responsive documents and will accordingly produce those documents.

Respectfully submitted,

/s/ J. Geoffrey Ormsby
RANDALL A. SMITH, T.A. (#2117)
L. TIFFANY HAWKINS (#20855)
J. GEOFFREY ORMSBY (#24183)
Of
SMITH & FAWER, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
Telephone: (504) 525-2200
Facsimile: (504) 525-2205

Counsel for Beauty Basics, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above was served on counsel of record via U.S. Mail, first class, postage pre-paid, facsimile, and/or electronic mail this 20th day of January 2016.

 /s/ J. Geoffrey Ormsby

CERTIFICATIONS

I, Edwin Neill III, do hereby certify that I have answered the Interrogatories and responded to the Request for Production of Documents set forth above.

 /s/ Edwin Neill III

I, J. Geoffrey Ormsby, do hereby certify that I have formulated any objections set forth in the Answers to Interrogatories and/or Response to Request for Production above.

 /s/ J. Geoffrey Ormsby

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

NEILL CORPORATION

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CIVIL ACTION NO. 2015-964

versus

**SECTION: A
Judge Jay C. Zainey**

TSP CONSULTING, LLC

**MAGISTRATE: 3
Magistrate Daniel E. Knowles**

**NEILL CORPORATION’S ANSWERS TO TSP CONSULTING, LLC’S FIRST
SET OF INTERROGATORIES AND RESPONSE TO TSP CONSULTING, LLC’S
REQUESTS FOR PRODUCTION OF DOCUMENTS**

Plaintiff, Neill Corporation (“Neill Corp.”) hereby objects to and/or answers the Interrogatories and objects to and/or responds to the Requests for Production propounded by defendant/plaintiff-in-counterclaim TSP Consulting, LLC, as follows:

GENERAL OBJECTIONS

1. To the extent that any Interrogatory or Request for Production may be construed to request any information subject to a claim of privilege or protected by an immunity from production, including, without limitation, the attorney-client privilege or the work product or anticipation of litigation doctrines, Neill Corp. claims such privilege or doctrinal protection.

2. The production of any document and/or the dissemination of any information pursuant to these discovery requests are without prejudice to Neill Corp.’s rights later to object that such information is protected by the attorney-client privilege, the work product doctrine, and/or the anticipation of litigation doctrine, and that production of such information was inadvertent; nor shall the production of any information be construed as an admission by

plaintiff that said information is relevant, material, authentic, or otherwise admissible as evidence.

3. These General Objections apply to every answer and/or response provided hereafter, as though fully set forth in each specific answer and/or response.

ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1:

Describe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.

ANSWER TO INTERROGATORY NO. 1:

Neill Corp. objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, Neill Corp. answers as follows:

Legal invoices are currently invoiced to Neill Corp. and an apportionment is determined at discretion of the Neill Entities. Previously, for a short period of time, fees and costs were equally allocated among the four (4) Entities.

INTERROGATORY NO. 2:

Identify which of the Neill Entities has been invoiced by the Smith Fawer law firm or any attorney or law firm for any legal fees related to the preparation of any motions or pleadings filed on your behalf in this proceeding, and otherwise for providing advice to you related to the prosecution or defense of claims in this proceeding. Further, identify the amount(s) charged for the services described in this Interrogatory.

ANSWER TO INTERROGATORY NO. 2:

Neill Corp. objects to this Interrogatory as not reasonably calculated to the lead to the

discovery of admissible evidence. Subject to and without waiving this objection, Neill Corp. answers as follows:

All of the Neill Entities have been invoiced for legal services and costs.

INTERROGATORY NO. 3:

Identify any and all cellular or mobile phones for which service is paid by you for the time period 2008 through the present date. For each cellular phone identified please state: (i) the cellular phone number; (ii) the employee or employees to whom the phone is assigned; and (iii) the cellular phone service carrier.

ANSWER TO INTERROGATORY NO. 3:

Neill Corp. objects to this Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. answers as follows:

The cell phone numbers and carriers for certain people who may have had conversations with TSPC pertaining to any claims made in this litigation are:

Debra Neill Baker: (985) 969-6475 (AT&T)

Edwin Neill, III: (985) 969-2088 (Verizon)

Marty Neill Hebeisen: +41/79-826-3508 (Swisscom)

INTERROGATORY NO. 4:

Identify any and all documents that refer or relate to actions by Neill Corp. or any of its representatives to extend credit to Avalon Salon.

ANSWER TO INTERROGATORY NO. 4:

Neill Corp. objects to this Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. answers as follows:

See Response to Request for Production No. 50, *infra*.

INTERROGATORY NO. 5:

Identify any and all persons with knowledge that refers or relates to your allegations that TSPC or Thomas Petrillo: “intentionally induced or caused TSPC to breach the Consulting Agreement,” “breached his fiduciary duty of loyalty and a duty of care,” breached the Consulting Agreement by failing to seek the extension of Neill Corp.’s Distributor Agreement with Aveda, or “sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled,” and/or “when TSPC and Petrillo announced it would not perform its future obligations under the Consulting Agreement they anticipatorily repudiated the Consulting Agreement.”

ANSWER TO INTERROGATORY NO. 5:

Neill Corp. objects to this Interrogatory as overly broad. Subject to and without waiving this objection, Neill Corp. answers as follows:

1. Alex Peragine
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
2. Cristina Carelli
3. Deanne Wilkins
4. Debra Neill Baker

c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170

5. Dennis Jones
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
6. Edwin H. Neill III
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
7. Jim Petrillo
8. Karen McLaughlin
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
9. Marty Neill-Hebeisen
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
10. Mary Fahy
Skelton, Willis & Wallace, LLP
259 Third Street North
St. Petersburg, FL 33071
11. Michael Baker
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
12. Robert Willis
Skelton, Willis & Wallace, LLP
259 Third Street North
St. Petersburg, FL 33071
13. Roger Doody
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170

14. Terry Sayre
15. Thomas Petrillo
c/o Jones Walker
201 St. Charles Avenue, Suite 5100
New Orleans, Louisiana 70170

INTERROGATORY NO. 6:

Identify what specific confidential information you contend Thomas Petrillo provided to Aveda regarding any of the Neill Entities, or any of those Entities' principals, at any time, without first seeking your consent or waiver.

ANSWER TO INTERROGATORY NO. 6:

Neill Corp. objects to this Interrogatory as vague. Objecting further, the Interrogatory seeks the mental impressions of counsel. Subject to and without waiving these objections, Neill Corp. answers as follows:

Upon information and belief, Thomas Petrillo had a separate consulting or advisory relationship with Aveda unbeknownst to the Neill Entities. It is unknown at this time exactly what information Petrillo may have conveyed to Aveda.

INTERROGATORY NO. 7:

Identify any and all steps you took in order to offer TSPC the opportunity to cure alleged breaches by TSPC of the Consulting Agreement.

ANSWER TO INTERROGATORY NO. 7:

Neill Corp. objects to this Interrogatory to the extent it assumes that TSPC's breaches of the Consulting Agreement were susceptible to cure and/or that such opportunity needed to be afforded TSPC. Subject to and without waiving this objection, Neill Corp. answers as follows:

The Neill Entities provided the requisite thirty (30) day notice by letters dated March 6, 2015 and March 18, 2015, notifying TSPC of its breach of the Consulting Agreement. Prior to filing any suit for damages related to the breach, the Neill Entities provided TSPC with the requisite cure opportunity.

INTERROGATORY NO. 8:

Identify and describe in detail the financial difficulties that you claim you experienced during 2008-2009, including in your answer the reasons therefor.

ANSWER TO INTERROGATORY NO. 8:

Neill Corp. objects to this Interrogatory as not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, Neill Corp. answers as follows:

In 2009, Neill Corp. was experiencing a cash shortage and an inability to obtain credit because of the financial crisis that began in the fall of 2008.

INTERROGATORY NO. 9:

Identify and describe in detail the “high-level services for Aveda” that you contend Thomas Petrillo performed or was performing at any time from 2009 through the present without your knowledge.

ANSWER TO INTERROGATORY NO. 9:

Neill Corp. objects to this Interrogatory to the extent it seeks the mental impressions of counsel. Subject to and without waiving this objection, Neill Corp. answers as follows:

Upon information and belief, Thomas Petrillo had a separate consulting or advisory relationship with Aveda unbeknownst to the Neill Entities. It is not currently known exactly what services, Thomas Petrillo was performing for Aveda.

INTERROGATORY NO. 10:

Identify and describe all actions that TSPC and/or Thomas Petrillo initiated, proposed, or undertook that brought benefit to you after you and TSPC entered into the 2009 Consulting Agreement or any precursor to that agreement.

ANSWER TO INTERROGATORY NO. 10:

Neill Corp. objects to this Interrogatory as vague, overly broad, unduly burdensome and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. answers as follows:

Up until its repudiation, TSPC provided services consistent with its obligations, as provided for in the Consulting Agreement, which benefitted the Neill Entities.

INTERROGATORY NO. 11:

Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

ANSWER TO INTERROGATORY NO. 11:

Neill Corp. objects to this Interrogatory to the extent it seeks the mental impressions of counsel. Subject to and without waiving this objection, Neill Corp. answers as follows:

If TSPC had properly resigned, as required to do when it repudiated the Consulting Agreement, then TSPC's damages would be limited to a certain percentage of the fair market value of the Neill Entities, and TSPC would not be entitled to any claimed profits of the Neill Entities.

INTERROGATORY NO. 12:

State whether you, or any person acting on your behalf, has, or at any time within the previous five (5) years has had, possession of any audio or video recording of the voice or image of any person who has or had knowledge of any fact alleged in any of the pleadings filed on your behalf. If your answer is affirmative, identify: (a) the type of recording; (b) the person(s) whose voice and/or image is recorded; (c) the location of the media that contains the recording; (d) whether a transcript of the recording has been made; and (e) the subject matter of the recording.

ANSWER TO INTERROGATORY NO. 12:

Neill Corp. objects to this Interrogatory as overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Objecting further: The interrogatory seeks information protected as work product. Subject to and without waiving these objections, Neill Corp. answers as follows:

The Neill Entities are currently unaware of any recordings of the nature requested.

INTERROGATORY NO. 13:

Identify any and all persons at Aveda who expressed concern that the principals of Neill Corp. or any other Neill Entity were not actively involved in management at all times and/or that Thomas Petrillo had taken over Neill Corp. and/or any other Neill Entity.

ANSWER TO INTERROGATORY NO. 13:

Neill Corp. objects to this Interrogatory as vague and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. answers as follows:

Around Thanksgiving 2014, Tom Petrillo informed the Neill Entities that Aveda had expressed such a concern. Mr. Petrillo did not inform the Neill Entities who at Aveda made these remarks.

INTERROGATORY NO. 14:

Identify any and all persons who informed Debra Neill Baker that Aveda was comfortable with Neill Corp. being the sole counter-party to the Distribution Agreement.

ANSWER TO INTERROGATORY NO. 14:

Neill Corp. objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, Neill Corp. answers as follows:

Dominique Conseil

INTERROGATORY NO. 15:

Identify all persons who supplied facts, information, or documents identified in your answers to these Interrogatories.

ANSWER TO INTERROGATORY NO. 15:

Neill Corp. objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, Neill Corp. answers as follows:

Alex Peragine

Edwin Neill

INTERROGATORY NO. 16:

Identify every person you believe has knowledge of the facts alleged in your pleadings, including but not limited to all persons who witnessed and/or have personal knowledge of any alleged unlawful behavior.

ANSWER TO INTERROGATORY NO. 16:

Neill Corp. objects to this Interrogatory as overly broad, unduly burdensome and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. answers as follows:

See Answer to Interrogatory No. 5, *supra*.

INTERROGATORY NO. 17:

Identify any and all witnesses you may call to testify in support of your allegations and claims, and in support of your defenses to the claims brought against you, in this action.

ANSWER TO INTERROGATORY NO. 17:

Neill Corp. objects to this Interrogatory as premature, considering the discovery is on-going. Subject to and without waiving this objection, Neill Corp. answers as follows:

See Answer to Interrogatory No. 5, *supra*.

Answering further: Neill Corp. may retain an expert(s) to provide expert opinions on liability, causation, damages and/or recovery of fees and costs.

INTERROGATORY NO. 18:

Identify every person you believe has specialized knowledge or expertise and on whom you may rely as a testifying expert in any proceeding or trial in this action, providing the subject matter on which each such person may testify.

ANSWER TO INTERROGATORY NO. 18:

Neill Corp. objects to this Interrogatory as premature. Neill Corp. has not retained any expert related to this matter; if, and when, it does, it will supplement this Answer accordingly and produce an expert report in accordance with the Court's Scheduling Order.

INTERROGATORY NO. 19:

Identify any and all documents used in preparing your answers to these Interrogatories.

ANSWER TO INTERROGATORY NO. 19:

See NE00075-211; NE000413-415

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

Produce all documents or other tangible things referenced or relied upon in any of your answers to the above Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

NE00075-00211; NE00413-00415

REQUEST FOR PRODUCTION NO. 2:

Produce all reports or other documents that relate to the value or that contain a valuation of Neill Corp.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Neill Corp. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Corp. responds as follows:

Neill Corp. is currently attempting to locate any responsive documents, if any exist.

REQUEST FOR PRODUCTION NO. 3:

Produce any and all documents that refer or relate to any alleged breaches of the Consulting Agreement by TSPC or Thomas Petrillo.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

Neill Corp. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00001-00211

REQUEST FOR PRODUCTION NO. 4:

Produce any and all documents that refer or relate in any way to any “Material Action(s)” that you contend were undertaken by TSPC in violation of the Consulting Agreement, including all written communications.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Neill Corp. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Corp. as follows:

See NE00075-00211

REQUEST FOR PRODUCTION NO. 5:

Produce any and all documents and tangible items that refer or relate to your allegations of improper or unauthorized conduct by Thomas Petrillo and/or TSPC in this lawsuit.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Neill Corp. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00001-00394; NE00416-00435

REQUEST FOR PRODUCTION NO. 6:

Produce any and all documents that relate in any way to your allegations that: “TSPC and Thomas Petrillo sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled”

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Neill Corp. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00001-00211

REQUEST FOR PRODUCTION NO. 7:

Produce all e-mails, text messages, recordings, letters, notes, calendars, diaries, or other documents related to: (i) any fact or allegation set forth in the original Petition or in your proposed Amended Complaint; (ii) Thomas Petrillo or TSPC; (iii) the Consulting Agreement; (iv) the dispute between Neill Corp. and TSPC/Thomas Petrillo; or (v) the establishment, term, or renewal of Neill Corp.’s distributor relationship with Aveda, at any time.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

Neill Corp. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 8:

Produce any and all documents that refer or relate to any opportunity you made available to TSPC to cure any “Material Actions” that you contend TSPC took, including, without

limitation, all instances whereupon you provided TSPC with pre-suit notice of any events of breach of the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Neill Corp. objects to the Request to the extent it assumes that TSPC's breaches of the Consulting Agreement were susceptible of cure and/or that such opportunity needed to be afforded TSPC. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00207-00211

REQUEST FOR PRODUCTION NO. 9:

Produce any and all documents that refer or relate to any and all events and instances in which TSPC obtained consent of Neill Corp. or its shareholders on the basis of false or misleading information or through a lack of disclosure of all material facts.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 10:

Produce any and all documents that refer or relate to the "Profit Share Payments" (as said term is defined in the Consulting Agreement) for the fiscal years ended June 30, 2011 to June 30, 2016, including but not limited to documents that relate to the determination of the amount of each such payment.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Neill Corp. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE-435-00450

REQUEST FOR PRODUCTION NO. 11:

Produce any and all documents that refer or relate in any way to your allegation that TSPC and Thomas Petrillo “announced” or otherwise indicated that either of them would not perform its or his obligations under the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

Neill Corp. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 12:

Produce any and all documents that refer or relate to your allegations that TSPC or Thomas Petrillo “breached his fiduciary duty of loyalty and a duty of care.”

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

Neill Corp. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00075-00211

REQUEST FOR PRODUCTION NO. 13:

Produce any and all documents that refer or relate to your allegation that Thomas Petrillo intentionally induced or caused TSPC to breach the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

Neill Corp. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00075-00211

REQUEST FOR PRODUCTION NO. 14:

Produce any and all statements submitted by Neill Corp. to Chase Bank for the years 2007 through 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Neill Corp. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See Response to Request for Production No. 15, *infra*.

REQUEST FOR PRODUCTION NO. 15:

Produce any and all consolidated statements for the Neill Entities for the years 2007 through 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Neill Corp. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00213-394

REQUEST FOR PRODUCTION NO. 16:

Produce all Neill Corp. audited and unaudited financial statements for the fiscal years ended June 2008-2015, including any periodic statements.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

Neill Corp. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See Response to Request for Production No. 15, *supra*.

REQUEST FOR PRODUCTION NO. 17:

For each month beginning May 1, 2015, through the present date, produce the following for Neill Corp.:

(a) a complete digital download of the General Ledger of all cash accounts, including any such field information that includes a complete listing of payments, by vendor, and including a list of all journal entries, adjusting journal entries, and any entries made to cash; and

(b) all credit card statements for that period, including all credit cards either paid directly by Neill Corp., or for which Neill Corp. provided reimbursement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

Neill Corp. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See Response to Request for Production No. 15, *supra*.

REQUEST FOR PRODUCTION NO. 18:

Produce any and all documents that refer or relate to any Neill Corp. budget for the fiscal years ended June 30, 2012 to June 30, 2016, including but not limited to drafts of said budgets.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Neill Corp. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See Response to Request for Production No. 15, *supra*.

REQUEST FOR PRODUCTION NO. 19:

Produce a copy of any and all term sheets, including drafts and non-identical copies of term sheets, that relate to the extension of the Distribution Agreement, including but not limited to the December 10, 2014 term sheet, the December 19, 2014 term sheet, the December 23, 2014 term sheet, and the January 12, 2015 term sheet.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

Neill Corp. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00142-00144; NE00148-00153; NE00157-00163; NE00166-00176; NE00177-00182; NE00192-0019198

REQUEST FOR PRODUCTION NO. 20:

Produce any and all documents that refer or relate in any way to your allegation that Thomas Petrillo and/or TSPC breached the Consulting Agreement by failing to seek the extension of Neill Corp.'s Distributor Agreement with Aveda.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

Neill Corp. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 21:

Produce any and all documents that refer or relate to the extension of any of the Neill Entities' Distributor Agreement with Aveda, including but not limited to the proposal to create Newco.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

Neill Corp. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00001-00211

REQUEST FOR PRODUCTION NO. 22:

Produce any and all documents that refer or relate in any way to the decision or action by Neill Corp. to coordinate its business operations with those of TSPC or any TSPC affiliate.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

Neill Corp. does not know how to respond to this Request.

REQUEST FOR PRODUCTION NO. 23:

Produce all draft and final minutes of Neill Corp.'s board meetings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

Neill Corp. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 24:

Produce all draft and final minutes of Neill Corp.'s shareholder meetings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

Neill Corp. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 25:

Produce all shareholder consents of the Neill Corp.'s shareholders.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

Neill Corp. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 26:

Produce any and all detailed cellular and land line phone bills and statements for each and every cellular, mobile, land, or other telephone line account that is in the name of and/or is paid for by you, for the time period 2008 through the present date.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

Neill Corp. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 27:

Produce any and all non-privileged documents, tangible things or information, including electronic mail and messages, stored on any computer, hard drive, CD, or any other media, that refer or relate to your claims, defenses, or alleged damages in this case.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00001-00435.

REQUEST FOR PRODUCTION NO. 28:

Produce any and all documents or tangible items referenced in, or that you reviewed in preparing your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00001-00394; NE00413-00435

REQUEST FOR PRODUCTION NO. 29:

Produce copies of any and all documents or tangible things you may introduce into evidence in support of your allegations and claims in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

Neill Corp. objects to this Request as premature as discovery is still on-going. Subject to and without waiving this objection, Neill Corp. responds as follows:

See all documents produced herein.

REQUEST FOR PRODUCTION NO. 30:

Produce any and all documents that refer or relate to any interview or statement you have obtained from any person related to the claims and defenses raised in this litigation.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

Neill Corp. objects to this Request to the extent it seeks documents protected as attorney work product. Subject to and without waiving this objection, Neill Corp. responds as follows:

Neill Corp. is not currently in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 31:

With regard to any claim for damages you have asserted against TSPC or Thomas Petrillo, produce all documents related to such a claim, including but not limited to documents related to damages you contend have been or are being caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00001-00435

REQUEST FOR PRODUCTION NO. 32:

Produce any and all audio or video recordings that relate or concern the allegations in your pleadings, including but not limited to recordings with employees of Aveda.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

Neill Corp. objects to this Request to the extent it seeks documents protected as attorney work product. Subject to and without waiving this objection, Neill Corp. responds as follows:

Neill Corp. is not currently in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 33:

Produce the board rosters, or any and all documents that indicated board membership, for your company, for the period 2003 through the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

Neill Corp. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 34:

Produce each and every agreement between you and Aveda, and any documents related thereto, including any and all communications with Aveda that relate in any way to any such agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00001-74

REQUEST FOR PRODUCTION NO. 35:

Produce all documents that relate to your interest in obtaining an extension of your distribution agreement with Aveda, at any time during or after 2009.

RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

Neill Corp. does not know how to respond to this Request.

REQUEST FOR PRODUCTION NO. 36:

Produce all documents and recordings related to your allegation that Thomas Petrillo “brought an opportunity to the Neill Entities to extend the Distribution Agreement” “soon after” September 9, 2014.

RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00130-212

REQUEST FOR PRODUCTION NO. 37:

Produce all documents and recordings related in any way to your communications with Aveda, or any Aveda representative, on or after September 9, 2014.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

Neill Corp. is not in possession of any responsive documents from the time period October 1, 2014 to present that pertain to the claims in this suit.

REQUEST FOR PRODUCTION NO. 38:

Produce all documents and recordings, including any and all records of communications, related in any way to your allegation that TSPC and Thomas Petrillo were contractually obligated to seek an extension of the Distribution Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00001-74

REQUEST FOR PRODUCTION NO. 39:

Produce all documents and recordings, including any and all records of communications, wherein you, or any person or entity affiliated with you, advised TSPC or Thomas Petrillo that it or he was abrogating or repudiating the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

See NE 00207-212

REQUEST FOR PRODUCTION NO. 40:

Produce all documents and recordings, including any and all records of communications, in which you, or any person or entity affiliated with you, expressed surprise, shock, or dismay in response to any of the following:

- (a) Edwin Neill, III's phone conversation with Bob Willis of December 4, 2014;
- (b) Thomas Petrillo's correspondence of December 10, 2014;
- (c) Thomas Petrillo's correspondence of December 23, 2014;
- (d) Thomas Petrillo's correspondence of January 12, 2015;
- (e) Thomas Petrillo's correspondence of January 14, 2015; and
- (f) Any Thomas Petrillo conversation that took place from November 2014 through

February 2015;

RESPONSE TO REQUEST FOR PRODUCTION NO. 40:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00141-144; NE00157-164; NE00186-191; NE00200

REQUEST FOR PRODUCTION NO. 41:

Produce all documents and recordings, including any and all records of communications, related in any way to communications from, to, or with Aveda regarding the Distribution Agreement, which took place in December 2014, or January, February, March, April, or May 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 41:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00140; NE00199

REQUEST FOR PRODUCTION NO. 42:

Produce all documents and recordings related in any way to a meeting that took place at Debra Neill Baker's home on or about October 21, 2014.

RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

Neill Corp. is not currently in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 43:

Produce any and all documents that refer or relate to Edwin Neill's December 4, 2014 conversation with Bob Willis regarding the revised Distribution Agreement referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 43:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00141

REQUEST FOR PRODUCTION NO. 44:

Produce any and all documents that refer or relate to the January 8, 2015 dinner with Edwin Neill and Thomas Petrillo referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 44:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

Neill Corp. is not in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 45:

Produce any and all documents that refer or relate to the January 9, 2015 video-conference referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00183

REQUEST FOR PRODUCTION NO. 46:

Produce any and all documents that refer or relate to the January 21, 2015 conference call referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00190

REQUEST FOR PRODUCTION NO. 47:

Produce any and all documents that relate to the January 25, 2015 telephone call with Edwin Neill and Thomas Petrillo referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00191

REQUEST FOR PRODUCTION NO. 48:

Produce any and all documents that relate to the February 11, 2015 lunch with Edwin Neill and Thomas Petrillo referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00200

REQUEST FOR PRODUCTION NO. 49:

Produce any and all documents that refer or relate to the Consulting Agreement or the allegations in this lawsuit, including but not limited to any email or other written communication between any Neill-related Entity officer, shareholder, or representative and any other person.

RESPONSE TO REQUEST FOR PRODUCTION NO. 49:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See all documents produced herein.

REQUEST FOR PRODUCTION NO. 50:

Produce any and all documents related to Neill Corp.'s extension of credit to Avalon Salon.

RESPONSE TO REQUEST FOR PRODUCTION NO. 50:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00413-415

REQUEST FOR PRODUCTION NO. 52 [sic]:

Produce any and all Distributor agreements or contracts between Aveda and any of the Neill Entities.

RESPONSE TO REQUEST FOR PRODUCTION NO. 52:

Neill Corp. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Corp. responds as follows:

See NE00413-415

Respectfully submitted,

/s/ J. Geoffrey Ormsby
RANDALL A. SMITH, T.A. (#2117)
L. TIFFANY HAWKINS (#20855)
J. GEOFFREY ORMSBY (#24183)
Of
SMITH & FAWER, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
Telephone: (504) 525-2200
Facsimile: (504) 525-2205

Counsel for Neill Corporation

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of this document was served on counsel of record via U.S. Mail, first class, postage pre-paid, facsimile, and/or electronic mail this 20th day of January, 2016.

/s/ J. Geoffrey Ormsby

CERTIFICATIONS

I, Edwin Neill III, do hereby certify that I have answered the Interrogatories and responded to the Request for Production of Documents set forth above.

/s/ *Edwin Neill III*

I, J. Geoffrey Ormsby, do hereby certify that I have formulated any objections set forth in the Answers to Interrogatories and/or Response to Request for Production above.

/s/ *J. Geoffrey Ormsby*

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

NEILL CORPORATION	*	CIVIL ACTION NO. 2015-964
	*	
	*	
versus	*	SECTION: A
	*	Judge Jay C. Zainey
	*	
TSP CONSULTING, LLC	*	MAGISTRATE: 3
	*	Magistrate Daniel E. Knowles
	*	

NEILL TECHNOLOGIES, INC.’S ANSWERS TO TSP CONSULTING, LLC’S FIRST SET OF INTERROGATORIES AND RESPONSE TO TSP CONSULTING, LLC’S REQUESTS FOR PRODUCTION OF DOCUMENTS

Third-party defendant/counterclaimant, Neill Technologies, Inc. (“Neill Tech”) hereby objects to and/or answers the Interrogatories and objects to and/or responds to the Requests for Production propounded by defendant/plaintiff-in-counterclaim TSP Consulting, LLC., as follows:

GENERAL OBJECTIONS

1. To the extent that any Interrogatory or Request for Production may be construed to request any information subject to a claim of privilege or protected by an immunity from production, including, without limitation, the attorney-client privilege or the work product or anticipation of litigation doctrines, Neill Tech claims such privilege or doctrinal protection.

2. The production of any document and/or the dissemination of any information pursuant to these discovery requests are without prejudice to Neill Tech’s rights later to object that such information is protected by the attorney-client privilege, the work product doctrine, and/or the



anticipation of litigation doctrine, and that production of such information was inadvertent; nor shall the production of any information be construed as an admission by plaintiff that said information is relevant, material, authentic, or otherwise admissible as evidence.

3. These General Objections apply to every answer and/or response provided hereafter, as though fully set forth in each specific answer and/or response.

ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1:

Describe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.

ANSWER TO INTERROGATORY NO. 1:

Neill Tech. objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, Tech. answers as follows:

Legal invoices are currently invoiced to Tech. and an apportionment is determined at the discretion of the Neill Entities. Previously, for a short period of time, fees and costs were equally allocated among the four (4) Entities.

INTERROGATORY NO. 2:

Identify which of the Neill Entities has been invoiced by the Smith Fawer law firm or any attorney or law firm for any legal fees related to the preparation of any motions or pleadings filed on your behalf in this proceeding, and otherwise for providing advice to you related to the prosecution or defense of claims in this proceeding. Further, identify the amount(s) charged for the services described in this Interrogatory.

ANSWER TO INTERROGATORY NO. 2:

Neill Tech. objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, Neill Tech. answers as follows:

All of the Neill Entities have been invoiced for legal services and costs.

INTERROGATORY NO. 3:

Identify any and all cellular or mobile phones for which service is paid by you for the time period 2008 through the present date. For each cellular phone identified please state: (i) the cellular phone number; (ii) the employee or employees to whom the phone is assigned; and (iii) the cellular phone service carrier.

ANSWER TO INTERROGATORY NO. 3:

Neill Tech. objects to this Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. answers as follows:

The cell phone numbers and carriers for certain people who may have had conversations with TSPC pertaining to any claims made in this litigation are:

Debra Neill Baker (985) 969-6475 (AT&T)

Edwin H. Neill, III: (985) 969-2088 (Verizon)

Marty Neill Hebeisen: +41/79-826-3508 (Swisscom)

INTERROGATORY NO. 4:

Identify any and all persons with knowledge that refers or relates to your allegations that TSPC or Thomas Petrillo: “intentionally induced or caused TSPC to breach the Consulting

Agreement,” “breached his fiduciary duty of loyalty and a duty of care,” breached the Consulting Agreement by failing to seek the extension of Neill Entities’ Distributor Agreement with Aveda, “sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled,” and/or “when TSPC and Petrillo announced it would not perform its future obligations under the Consulting Agreement they anticipatorily repudiated the Consulting Agreement.”

ANSWER TO INTERROGATORY NO. 4:

Neill Tech. objects to this Interrogatory as overly broad. Subject to and without waiving this objection, Neill Tech. answers as follows:

1. Alex Peragine
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
2. Cristina Carelli
3. Deanne Wilkins
4. Debra Neill Baker
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
5. Dennis Jones
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
6. Edwin H. Neill III
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170

7. Jim Petrillo
8. Karen McLaughlin
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
9. Marty Neill-Hebeisen
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
10. Mary Fahy
Skelton, Willis & Wallace, LLP
259 Third Street North
St. Petersburg, FL 33071
11. Michael Baker
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
12. Robert Willis
Skelton, Willis & Wallace, LLP
259 Third Street North
St. Petersburg, FL 33071
13. Roger Doody
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
14. Terry Sayre
15. Thomas Petrillo
c/o Jones Walker
201 St. Charles Avenue, Suite 5100
New Orleans, Louisiana 70170

INTERROGATORY NO. 5:

Identify what specific confidential information you contend Thomas Petrillo provided to Aveda regarding any of the Neill Entities, or any of those Entities' principals, at any time, without

first seeking your consent or waiver.

ANSWER TO INTERROGATORY NO. 5:

Neill Tech. objects to this Interrogatory as vague. Objecting further, the Interrogatory seeks the mental impressions of counsel. Subject to and without waiving these objections, Neill Tech. answers as follows:

Upon information and belief, Thomas Petrillo had a separate consulting or advisory relationship with Aveda unbeknownst to the Neill Entities. It is unknown at this time exactly what information Petrillo may have conveyed to Aveda

INTERROGATORY NO. 6:

Identify any and all steps you took in order to offer TSPC the opportunity to cure alleged breaches by TSPC of the Consulting Agreement.

ANSWER TO INTERROGATORY NO. 6:

Neill Tech. objects to this Interrogatory to the extent it assumes that TSPC's breaches of the Consulting Agreement were susceptible of cure and/or that such opportunity needed to be afforded TSPC. Subject to and without waiving this objection, Neill Tech. answers as follows:

Neill Tech provided the requisite thirty (30) day notice by letters dated March 6, 2015 and March 18, 2015, notifying TSPC of its breach of the Consulting Agreement. Before filing any suit for damages because of TSPC's breach, the requisite cure time was provided.

INTERROGATORY NO. 7:

Identify and describe in detail the financial difficulties that you claim you experienced during 2008-2009, including in your answer the reasons therefore.

ANSWER TO INTERROGATORY NO. 7:

Neill Tech. objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, Neill Tech. answers as follows:

In 2009, Neill Tech. was experiencing a cash shortage and an inability to obtain credit because of the financial crisis that began in the Fall of 2008.

INTERROGATORY NO. 8:

Identify and describe in detail the “high-level services for Aveda” that you contend Thomas Petrillo performed or was performing at any time from 2009 through the present without your knowledge.

ANSWER TO INTERROGATORY NO. 8:

Neill Tech. objects to this Interrogatory to the extent it seeks the mental impressions of counsel. Subject to and without waiving this objection, Neill Tech. answers as follows:

Upon information and belief, Thomas Petrillo had a separate consulting or advisory relationship with Aveda unbeknownst to the Neill Entities. It is not currently known exactly what services Thomas Petrillo may have provided to Aveda.

INTERROGATORY NO. 9:

Identify and describe all actions that TSPC and/or Thomas Petrillo initiated, proposed, or undertook that brought benefit to you after you and TSPC entered into the 2009 Consulting Agreement or any precursor to that agreement.

ANSWER TO INTERROGATORY NO. 9:

Neill Tech. objects to this Interrogatory as vague, overly broad, unduly burdensome and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. answers as follows:

This Interrogatory is so overly broad, that Neill Tech. is not capable of providing an answer

INTERROGATORY NO. 10:

Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

ANSWER TO INTERROGATORY NO. 10:

Neill Tech. objects to this Interrogatory to the extent it seeks the mental impressions of counsel. Subject to and without waiving this objection, Neill Tech. answers as follows:

If TSPC had properly resigned, as required to do when it repudiated the Consulting Agreement, then TSPC's damages would be limited to a certain percentage of the fair market value of the Neill Entities, and TSPC would not be entitled to any claimed profits of the Neill Entities.

INTERROGATORY NO. 11:

State whether you, or any person acting on your behalf, has, or at any time within the previous five (5) years has had, possession of any audio or video recording of the voice or image of any person who has or had knowledge of any fact alleged in any of the pleadings filed on your behalf. If your answer is affirmative, identify: (a) the type of recording; (b) the person(s) whose

voice and/or image is recorded; (c) the location of the media that contains the recording; (d) whether a transcript of the recording has been made; and (e) the subject matter of the recording.

ANSWER TO INTERROGATORY NO. 11:

Neill Tech. objects to this Interrogatory as overly broad, unduly burdensome and not reasonably calculated to the lead to the discovery of admissible evidence. Objecting further: The interrogatory seeks information protected as work product. Subject to and without waiving these objections, Neill Tech. answers as follows:

Neill Tech. is currently unaware of any recordings of the nature requested.

INTERROGATORY NO. 12:

Identify any and all persons at Aveda who expressed concern that the principals of Neill Tech. or any other Neill Entity were not actively involved in management at all times and/or that Thomas Petrillo had taken over Neill Tech. and/or any other Neill Entity.

ANSWER TO INTERROGATORY NO. 12:

Neill Tech. objects to this Interrogatory as vague and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. answers as follows:

Around Thanksgiving 2014, Tom Petrillo informed the Neill Entities that Aveda had expressed such a concern. Mr. Petrillo did not inform the Neill Entities who at Aveda made these remarks.

INTERROGATORY NO. 13:

Describe in detail all efforts to market for sale and to sell Neill Tech., including but not limited to any discussions with a third-party broker.

ANSWER TO INTERROGATORY NO. 13:

Neill Tech. objects to this Interrogatory as vague and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. answers as follows:

Neill Tech. is gathering responsive documents that will properly answer this Interrogatory, and those documents will be produced accordingly.

INTERROGATORY NO. 14:

Identify all persons who supplied facts, information, or documents identified in your answers to these Interrogatories.

ANSWER TO INTERROGATORY NO. 14:

Neill Tech. objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, Neill Tech. answers as follows:

Alex Peragine

Edwin Neill

INTERROGATORY NO. 15:

Identify every person you believe has knowledge of the facts alleged in your pleadings, including but not limited to all persons who witnessed and/or have personal knowledge of any alleged unlawful behavior.

ANSWER TO INTERROGATORY NO. 15:

Neill Tech. objects to this Interrogatory as overly broad, unduly burdensome and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. answers as follows:

See Answer to Interrogatory No. 5, *supra*.

INTERROGATORY NO. 16:

Identify any and all witnesses you may call to testify in support of your allegations and claims, and in support of your defenses to the claims brought against you, in this action.

ANSWER TO INTERROGATORY NO. 16:

Neill Tech. objects to this Interrogatory as premature, considering the discovery is on-going. Subject to and without waiving this objection, Neill Tech. answers as follows:

See Answer to Interrogatory No. 5, *supra*.

Answering further: Neill Tech. may retain an expert(s) to provide expert opinions on liability, causation, damages and/or recovery of fees and costs.

INTERROGATORY NO. 17:

Identify every person you believe has specialized knowledge or expertise on whom you may rely as a testifying expert in any proceeding or trial in this action, providing the subject matter on which each person may testify.

ANSWER TO INTERROGATORY NO. 17:

Neill Tech. objects to this Interrogatory as premature. Neill Tech. has not retained any expert related to this matter; if, and when, it does, it will supplement this Answer accordingly and produce an expert report in accordance with the Court's Scheduling Order.

INTERROGATORY NO. 18:

Identify any and all documents used in preparing your answers to these Interrogatories.

ANSWER TO INTERROGATORY NO. 18:

See NE00075-211; NE000413-415

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

Produce all documents or other tangible things referenced or relied upon in any of your answers to the above Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Neill Tech. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Tech. as follows:

NE00075-00211; NE00413-00415

REQUEST FOR PRODUCTION NO. 2:

Produce all reports or other documents that relate to the value or that contain a valuation of Neill Tech.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Neill Tech. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Vital responds as follows:

Neill Tech. is currently attempting to locate any responsive documents, if any exist.

REQUEST FOR PRODUCTION NO. 3:

Produce any and all documents that refer or relate to any alleged breaches of the Consulting Agreement by TSPC or Thomas Petrillo.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

See NE00001-00211

REQUEST FOR PRODUCTION NO. 4:

Produce any and all documents that refer or relate in any way to any “Material Action(s)” that you contend were undertaken by TSPC in violation of the Consulting Agreement, including all written communications.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Neill Tech. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Tech. as follows:

See NE00075-00211

REQUEST FOR PRODUCTION NO. 5:

Produce any and all documents and tangible items that refer or relate to your allegations of improper or unauthorized conduct by Thomas Petrillo and/or TSPC in this lawsuit.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Neill Tech. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00001-00394; NE00416-00435

REQUEST FOR PRODUCTION NO. 6:

Produce any and all documents that relate in any way to your allegations that: “TSPC and Thomas Petrillo sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled”

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Neill Tech. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00001-00211

REQUEST FOR PRODUCTION NO. 7:

Produce all e-mails, text messages, recordings, letters, notes, calendars, diaries, or other documents related to: (i) any fact or allegation set forth in the original Petition or in your pleadings; (ii) Thomas Petrillo or TSPC; (iii) the Consulting Agreement; (iv) the dispute between Neill Tech. and TSPC/Thomas Petrillo; or (v) the establishment, term, or renewal of Neill Tech.'s distributor relationship with Aveda, at any time.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

Neill Tech. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 8:

Produce any and all documents that refer or relate to any opportunity you made available to TSPC to cure any "Material Actions" that you contend TSPC took, including, without limitation, all instances whereupon you provided TSPC with pre-suit notice of any events of breach of the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Neill Tech. objects to the Request to the extent it assumes that TSPC's breaches of the Consulting Agreement were susceptible of cure and/or that such opportunity needed to be afforded

TSPC. Subject to and without waiving this objection, Neill Tech. responds as follows:

See NE00207-00211

REQUEST FOR PRODUCTION NO. 9:

Produce any and all documents that refer or relate to any and all events and instances in which TSPC obtained consent of Neill Tech. or its shareholders on the basis of false or misleading information or through a lack of disclosure of all material facts.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 10:

Produce any and all documents that refer or relate to the “Profit Share Payments” (as said term is defined in the Consulting Agreement) for the fiscal years ended June 30, 2011 to June 30, 2016, including but not limited to documents that relate to the determination of the amount of each such payment.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Neill Tech. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00435-00450

REQUEST FOR PRODUCTION NO. 11:

Produce any and all documents that refer or relate in any way to your allegation that TSPC and Thomas Petrillo “announced” or otherwise indicated that either of them would not perform its or his obligations under the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

Neill Tech. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 12:

Produce any and all documents that refer or relate to your allegations that TSPC or Thomas Petrillo “breached his fiduciary duty of loyalty and a duty of care.”

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

Neill Tech. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00075-00211

REQUEST FOR PRODUCTION NO. 13:

Produce any and all documents that refer or relate to your allegation that Thomas Petrillo intentionally induced or caused TSPC to breach the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

Neill Tech. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00075-00211

REQUEST FOR PRODUCTION NO. 14:

Produce any and all statements submitted by Neill Tech. to Chase Bank for the years 2007 through 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Neill Tech. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See Response to Request for Production No. 15, *infra*.

REQUEST FOR PRODUCTION NO. 15:

Produce any and all consolidated statements for the Neill Entities for the years 2007 through 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Neill Tech. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00213-394

REQUEST FOR PRODUCTION NO. 16:

Produce all Neill Tech. audited and unaudited financial statements for the fiscal years ended June 2008-2015, including any periodic statements.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

Neill Tech. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these

objections, Neill Cor. responds as follows:

See Response to Request for Production No. 15, *supra*.

REQUEST FOR PRODUCTION NO. 17:

For each month beginning May 1, 2015, through the present date, produce the following for Neill Tech.:

(a) a complete digital download of the General Ledger of all cash accounts, including any such field information that includes a complete listing of payments, by vendor, and including a list of all journal entries, adjusting journal entries, and any entries made to cash; and

(b) all credit card statements for that period, including all credit cards either paid directly by Neill Tech., or for which Neill Tech. provided reimbursement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

Neill Tech. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See Response to Request for Production No. 15, *supra*.

REQUEST FOR PRODUCTION NO. 18:

Produce any and all documents that refer or relate to any Neill Tech. budget for the fiscal years ended June 30, 2012 to June 30, 2016, including but not limited to drafts of said budgets.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Neill Tech. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See Response to Request for Production No. 15, *supra*.

REQUEST FOR PRODUCTION NO. 19:

Produce a copy of any and all term sheets, including drafts and non-identical copies of term sheets, that relate to the extension of the Distribution Agreement, including but not limited to the December 10, 2014 term sheet, the December 19, 2014 term sheet, the December 23, 2014 term sheet, and the January 12, 2015 term sheet.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

Neill Tech. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See Response to Request for Production No. 15, *supra*.

REQUEST FOR PRODUCTION NO. 20:

Produce any and all documents that refer or relate in any way to your allegation that Thomas Petrillo and/or TSPC breached the Consulting Agreement by failing to seek the extension of any of the Neill Entities' Distributor Agreement with Aveda.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

Neill Tech. objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 21:

Produce any and all documents that refer or relate to the extension of any of the Neill Entities' Distributor Agreement with Aveda, including but not limited to the proposal to create

Newco.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

Neill Tech. objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00001-00211

REQUEST FOR PRODUCTION NO. 22:

Produce any and all documents that refer or relate in any way to the decision or action by Neill Tech. to coordinate its business operations with those of TSPC or any TSPC affiliate.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

Neill Tech. does not know how to respond to this Request.

REQUEST FOR PRODUCTION NO. 23:

Produce all draft and final minutes of Neill Tech.'s board meetings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

Neill Tech. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 24:

Produce all draft and final minutes of Neill Tech.'s shareholder meetings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

Neill Tech. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 25:

Produce all shareholder consents of the Neill Tech.'s shareholders.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

Neill Tech. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 26:

Produce any and all detailed cellular and land line phone bills and statements for each and every cellular, mobile, land, or other telephone line account that is in the name of and/or is paid for by you, for the time period 2008 through the present date.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

Neill Tech. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 27:

Produce any and all non-privileged documents, tangible things or information, including electronic mail and messages, stored on any computer, hard drive, CD, or any other media, that refer or relate to your claims, defenses, or alleged damages in this case.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00001-00435.

REQUEST FOR PRODUCTION NO. 28:

Produce any and all documents or tangible items referenced in, or that you reviewed in preparing your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00001-00394; NE00413-00435

REQUEST FOR PRODUCTION NO. 29:

Produce copies of any and all documents or tangible things you may introduce into evidence in support of your allegations and claims in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

Neill Tech. objects to this Request as premature as discovery is still on-going. Subject to and without waiving this objection, Neill Tech. responds as follows:

See documents produced herein.

REQUEST FOR PRODUCTION NO. 30:

Produce any and all documents that refer or relate to any interview or statement you have obtained from any person related to the claims and defenses raised in this litigation.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

Neill Tech. objects to this Request to the extent it seeks documents protected as attorney work product. Subject to and without waiving this objection, Neill Tech. responds as follows:

Neill Tech. is not currently in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 31:

With regard to any claim for damages you have asserted against TSPC or Thomas Petrillo, produce all documents related to such a claim, including but not limited to documents related to damages you contend have been or are being caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not

reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00001-00435

REQUEST FOR PRODUCTION NO. 32:

Produce the board rosters, or any and all documents that indicated board membership, for your company, for the period 2003 through the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

Neill Tech. is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 33:

Produce each and every agreement between you and Aveda, and any documents related thereto, including any and all communications with Aveda that relate in any way to any such agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00001-74

REQUEST FOR PRODUCTION NO. 34:

Produce all documents that relate to the Neill Entities' interest in obtaining an extension of any distribution agreement with Aveda, at any time during or after 2009.

RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

Neill Tech. does not know how to respond to this Request.

REQUEST FOR PRODUCTION NO. 35:

Produce all documents and recordings related to your allegation that Thomas Petrillo "brought an opportunity to the Neill Entities to extend the Distribution Agreement" "soon after" September 9, 2014.

RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00130-212

REQUEST FOR PRODUCTION NO. 36:

Produce all documents and recordings related in any way to your communications with Aveda, or any Aveda representative, on or after September 9, 2014.

RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not

reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

Neill Tech. is not in possession of any responsive documents from the time period October 1, 2014 to present that pertain to the claims in this suit.

REQUEST FOR PRODUCTION NO. 37:

Produce all documents and recordings related in any way to your allegation that Petrillo was advised that BBI and Neill Tech. would derive no benefit from a 10-year extension of the Distribution Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

Neill Tech. is not currently in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 38:

Produce all documents and recordings, including any and all records of communications, related in any way to your allegation that TSPC and Thomas Petrillo were contractually obligated to seek an extension of the Distribution Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00001-74

REQUEST FOR PRODUCTION NO. 39:

Produce all documents and recordings, including any and all records of communications, wherein you, or any person or entity affiliated with you, advised TSPC or Thomas Petrillo that it or he was abrogating or repudiating the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

See NE 00207-212

REQUEST FOR PRODUCTION NO. 40:

Produce all documents and recordings, including any and all records of communications, in which you, or any person or entity affiliated with you, expressed surprise, shock, or dismay in response to any of the following:

- (a) Edwin Neill, III's phone conversation with Bob Willis of December 4, 2014;
- (b) Thomas Petrillo's correspondence of December 10, 2014;
- (c) Thomas Petrillo's correspondence of December 23, 2014;
- (d) Thomas Petrillo's correspondence of January 12, 2015;
- (e) Thomas Petrillo's correspondence of January 14, 2015; and
- (f) Any Thomas Petrillo conversation that took place from November 2014 through

February 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 40:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00141-144; NE00157-164; NE00186-191; NE00200

REQUEST FOR PRODUCTION NO. 41:

Produce all documents and recordings, including any and all records of communications, related in any way to communications from, to, or with Aveda regarding the Distribution Agreement, which took place in December 2014, or January, February, March, April, or May 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 41:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00140; NE00199

REQUEST FOR PRODUCTION NO. 42:

Produce all documents and recordings related in any way to a meeting that took place at Debra Neill Baker's home on or about October 21, 2014.

RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

Neill Tech. is not currently in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 43:

Produce any and all documents that refer or relate to Edwin Neill's December 4, 2014 conversation with Bob Willis regarding the revised Distribution Agreement referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 43:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00141

REQUEST FOR PRODUCTION NO. 44:

Produce any and all documents that refer or relate to the January 8, 2015 dinner with Edwin Neill and Thomas Petrillo referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 44:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

Neill Tech. is not in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 45:

Produce any and all documents that refer or relate to the January 9, 2015 video-conference referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00183

REQUEST FOR PRODUCTION NO. 46:

Produce any and all documents that refer or relate to the January 21, 2015 conference call referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00190

REQUEST FOR PRODUCTION NO. 47:

Produce any and all documents that relate to the January 25, 2015 telephone call with Edwin Neill and Thomas Petrillo referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See NE00191

REQUEST FOR PRODUCTION NO. 48:

Produce any and all documents that relate to the February 11, 2015 lunch with Edwin Neill and Thomas Petrillo referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without

waiving these objections, Neill Tech. responds as follows:

See NE00200

REQUEST FOR PRODUCTION NO. 49:

Produce any and all documents that refer or relate to the Consulting Agreement or the allegations in this lawsuit, including but not limited to any email or other written communication between any Neill-related Entity officer, shareholder, or representative and any other person.

RESPONSE TO REQUEST FOR PRODUCTION NO. 49:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

See all documents produced herein.

REQUEST FOR PRODUCTION NO. 50:

Produce any and all documents related to efforts to market for sale and to sell Neill Tech.

RESPONSE TO REQUEST FOR PRODUCTION NO. 50:

Neill Tech. objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Neill Tech. responds as follows:

REQUEST FOR PRODUCTION NO. 51:

Produce any and all Distributor agreements or contracts between Aveda and any of the Neill Entities.

RESPONSE TO REQUEST FOR PRODUCTION NO. 51:

See NE00001-00074

Respectfully submitted,

/s/ J. Geoffrey Ormsb
RANDALL A. SMITH, T.A. (#2117)
L. TIFFANY HAWKINS (#20855)
J. GEOFFREY ORMSBY (#24183)
Of
SMITH & FAWER, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
Telephone: (504) 525-2200
Facsimile: (504) 525-2205

Counsel for Neill Technologies, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of this document was served on counsel of record via U.S. Mail, first class, postage pre-paid, facsimile, and/or electronic mail this 20th day of January, 2016.

/s/ J. Geoffrey Ormsby

CERTIFICATIONS

I, Edwin Neill III, do hereby certify that I have answered the Interrogatories and responded to the Request for Production of Documents set forth above.

 /s/ *Edwin Neill III*

I, J. Geoffrey Ormsby, do hereby certify that I have formulated any objections set forth in the Answers to Interrogatories and/or Response to Request for Production above.

 /s/ *J. Geoffrey Ormsby*

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

NEILL CORPORATION	*	CIVIL ACTION NO. 2015-964
	*	
	*	
versus	*	SECTION: A
	*	Judge Jay C. Zainey
	*	
TSP CONSULTING, LLC	*	MAGISTRATE: 3
	*	Magistrate Daniel E. Knowles
	*	

**VITAL INFORMATION SYSTEMS, INC.’S ANSWERS TO TSP CONSULTING, LLC’S
FIRST SET OF INTERROGATORIES AND RESPONSES TO TSP CONSULTING,
LLC’S REQUESTS FOR PRODUCTION OF DOCUMENTS**

Third-party defendant/counterclaimant Vital Information Systems, Inc. (“Vital”) hereby objects to and/or answers the Interrogatories and objects to and/or responds to the Requests for Production propounded by defendant/plaintiff-in-counterclaim TSP Consulting, LLC, as follows:

GENERAL OBJECTIONS

1. To the extent that any Interrogatory or Request for Production may be construed to request any information subject to a claim of privilege or protected by an immunity from production, including, without limitation, the attorney-client privilege or the work product or anticipation of litigation doctrines, Vital claims such privilege or doctrinal protection.

2. The production of any document and/or the dissemination of any information pursuant to these discovery requests are without prejudice to Vital’s rights later to object that such information is protected by the attorney-client privilege, the work product doctrine, and/or the anticipation of litigation doctrine, and that production of such information was inadvertent; nor shall the production of any information be construed as an admission by plaintiff that said information is



relevant, material, authentic, or otherwise admissible as evidence.

3. These General Objections apply to every answer and/or response provided hereafter, as though fully set forth in each specific answer and/or response.

ANSWERS TO INTERROGATORIES

INTERROGATORY NO. 1:

Describe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.

ANSWER TO INTERROGATORY NO. 1:

Vital objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, Vital answers as follows:

Legal invoices are currently invoiced to Vital and an apportionment is determined at discretion of the Neill Entities. Previously, for a short period of time, fees and costs were equally allocated among the four (4) Entities.

INTERROGATORY NO. 2:

Identify which of the Neill Entities has been invoiced by the Smith Fawer law firm or any attorney or law firm for any legal fees related to the preparation of any motions or pleadings filed on your behalf in this proceeding, and otherwise for providing advice to you related to the prosecution or defense of claims in this proceeding. Further, identify the amount(s) charged for the services described in this Interrogatory.

ANSWER TO INTERROGATORY NO. 2:

Vital objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, Vital answers as follows:

All of the Neill Entities have been invoiced for legal services and costs.

INTERROGATORY NO. 3:

Identify any and all cellular or mobile phones for which service is paid by you for the time period 2008 through the present date. For each cellular phone identified please state: (i) the cellular phone number; (ii) the employee or employees to whom the phone is assigned; and (iii) the cellular phone service carrier.

ANSWER TO INTERROGATORY NO. 3:

Vital objects to this Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital answers as follows:

The cell phone numbers and carriers for certain people who may have had conversations with TSPC pertaining to any claims made in this litigation are:

Debra Neill Baker (985) 969-6475 (AT&T)

Edwin H. Neill, III: (985) 969-2088 (Verizon)

Marty Neill Hebeisen: +41/79-826-3508 (Swisscom)

INTERROGATORY NO. 4:

Identify any and all persons with knowledge that refers or relates to your allegations that TSPC or Thomas Petrillo: “intentionally induced or caused TSPC to breach the Consulting Agreement,” “breached his fiduciary duty of loyalty and a duty of care,” breached the Consulting Agreement by failing to seek the extension of the Neill Entities’ Distributor Agreement with Aveda, “sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled,” and/or “when TSPC and Petrillo announced it would not perform its future obligations under the Consulting Agreement they anticipatorily repudiated the Consulting

Agreement.”

ANSWER TO INTERROGATORY NO. 4:

Vital objects to this Interrogatory as overly broad, unduly burdensome, and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital answers as follows:

1. Alex Peragine
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
2. Cristina Carelli
3. Deanne Wilkins
4. Debra Neill Baker
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
5. Dennis Jones
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
6. Edwin H. Neill III
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
7. Jim Petrillo
8. Karen McLaughlin
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
9. Marty Neill-Hebeisen
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170

10. Mary Fahy
Skelton, Willis & Wallace, LLP
259 Third Street North
St. Petersburg, FL 33071
11. Michael Baker
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
12. Robert Willis
Skelton, Willis & Wallace, LLP
259 Third Street North
St. Petersburg, FL 33071
13. Roger Doody
c/o Smith & Fawer, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
14. Terry Sayre
15. Thomas Petrillo
c/o Jones Walker
201 St. Charles Avenue, Suite 5100
New Orleans, Louisiana 70170

INTERROGATORY NO. 5:

Identify what specific confidential information you contend Thomas Petrillo provided to Aveda regarding any of the Neill Entities, or any of those Entities' principals, at any time, without first seeking your consent or waiver.

ANSWER TO INTERROGATORY NO. 5:

Vital objects to this Interrogatory as vague. Objecting further, the Interrogatory seeks the mental impressions of counsel. Subject to and without waiving these objections, Vital answers as follows:

Upon information and belief, Thomas Petrillo had a separate consulting or advisory

relationship with Aveda unbeknownst to the Neill Entities. It is unknown at this time exactly what information Petrillo may have conveyed to Aveda.

INTERROGATORY NO. 6:

Identify any and all steps you took in order to offer TSPC the opportunity to cure alleged breaches by TSPC of the Consulting Agreement.

ANSWER TO INTERROGATORY NO. 6:

Vital objects to this Interrogatory as vague. Objecting further, the Interrogatory seeks the mental impressions of counsel. Subject to and without waiving these objections, Vital answers as follows:

The Neill Entities provided the requisite thirty (30) day notice by letters dated March 6, 2015 and March 18, 2015, notifying TSPC of its breach of the Consulting Agreement. Prior to filing any suit for damages related to the breach, the Neill Entities provided TSPC with the requisite cure opportunity.

INTERROGATORY NO. 7:

Identify in detail the financial difficulties that you claim you experienced during 2008-2009, including in your answer the reasons therefor.

ANSWER TO INTERROGATORY NO. 7:

Vital objects to this Interrogatory to the extent it assumes that TSPC's breaches of the Consulting Agreement were susceptible to cure and/or that such opportunity needed to be afforded TSPC. Subject to and without waiving this objection, Vital answers as follows:

In 2009, certain of the Neill Entities were experiencing a cash shortage and an inability to obtain credit because of the financial crisis that began in the fall of 2008.

INTERROGATORY NO. 8:

Identify and describe in detail the “high-level services for Aveda” that you contend Thomas Petrillo performed or was performing at any time from 2009 through the present without your knowledge.

ANSWER TO INTERROGATORY NO. 8:

Vital objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, Vital answers as follows:

Upon information and belief, Thomas Petrillo had a separate consulting or advisory relationship with Aveda unbeknownst to the Neill Entities. It is not currently known exactly what information Thomas Petrillo may have conveyed to Aveda.

INTERROGATORY NO. 9:

Identify and describe in detail the “high-level services for Aveda” that you contend Thomas Petrillo performed or was performing at any time from 2009 through the present without your knowledge.

ANSWER TO INTERROGATORY NO. 9:

Vital objects to this Interrogatory to the extent it seeks the mental impressions of counsel. Subject to and without waiving this objection, Vital answers as follows:

Upon information and belief, Thomas Petrillo had a separate consulting or advisory relationship with Aveda unbeknownst to the Neill Entities. It is not currently known exactly what services, Thomas Petrillo was performing for Aveda.

INTERROGATORY NO. 10:

Identify and describe all actions that TSPC and/or Thomas Petrillo initiated, proposed, or undertook that brought benefit to you after you and TSPC entered into the 2009 Consulting Agreement or any precursor to that agreement.

ANSWER TO INTERROGATORY NO. 10:

Vital objects to this Interrogatory as vague, overly broad, unduly burdensome and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital answers as follows:

This Interrogatory is so overly broad, that Vital is not capable of providing an answer.

INTERROGATORY NO. 11:

Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

ANSWER TO INTERROGATORY NO. 11:

Vital objects to this Interrogatory to the extent it seeks the mental impressions of counsel. Subject to and without waiving this objection, Vital answers as follows:

If TSPC had properly resigned, as required to do when it repudiated the Consulting Agreement, then TSPC's damages would be limited to a certain percentage of the fair market value of the Neill Entities, and TSPC would not be entitled to any claimed profits of the Neill Entities.

INTERROGATORY NO. 12:

State whether you, or any person acting on your behalf, has, or at any time within the previous five (5) years has had, possession of any audio or video recording of the voice or image of any person who has or had knowledge of any fact alleged in any of the pleadings filed on your behalf. If your answer is affirmative, identify: (a) the type of recording; (b) the person(s) whose voice and/or image is recorded; (c) the location of the media that contains the recording; (d) whether a transcript of the recording has been made; and (e) the subject matter of the recording.

ANSWER TO INTERROGATORY NO. 12:

Vital objects to this Interrogatory as overly broad, unduly burdensome and not reasonably calculated to the lead to the discovery of admissible evidence. Objecting further: The interrogatory seeks information protected as work product. Subject to and without waiving these objections, Vital answers as follows:

The Neill Entities are currently unaware of any recordings of the nature requested.

INTERROGATORY NO. 13:

Identify any and all persons at Aveda who expressed concern that the principals of Vital or any other Neill Entity were not actively involved in management at all times and/or that Thomas Petrillo had taken over Vital and/or any other Neill Entity.

ANSWER TO INTERROGATORY NO. 13:

Vital objects to this Interrogatory as vague and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital answers as follows:

Around Thanksgiving 2014, Tom Petrillo informed the Neill Entities that Aveda had expressed such a concern. Mr. Petrillo did not inform the Neill Entities who at Aveda made these

remarks.

INTERROGATORY NO. 14:

Identify any and all persons who informed Debra Neill Baker that Aveda was comfortable with Vital being the sole counter-party to the Distribution Agreement.

ANSWER TO INTERROGATORY NO. 14:

Vital objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, Vital answers as follows:

Dominique Conseil

INTERROGATORY NO. 15:

Identify all persons who supplied facts, information, or documents identified in your answers to these Interrogatories.

ANSWER TO INTERROGATORY NO. 15:

Vital objects to this Interrogatory as not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving this objection, Vital answers as follows:

Alex Peragine

Edwin Neill

INTERROGATORY NO. 16:

Identify every person you believe has knowledge of the facts alleged in your pleadings, including but not limited to all persons who witnessed and/or have personal knowledge of any alleged unlawful behavior.

ANSWER TO INTERROGATORY NO. 16:

Vital objects to this Interrogatory as overly broad, unduly burdensome and not reasonably calculated to the lead to the discovery of admissible evidence. Subject to and without waiving these

objections, Vital answers as follows:

See Answer to Interrogatory No. 5, *supra*.

INTERROGATORY NO. 17:

Identify any and all witnesses you may call to testify in support of your allegations and claims, and in support of your defenses to the claims brought against you, in this action.

ANSWER TO INTERROGATORY NO. 17:

Vital objects to this Interrogatory as premature, considering the discovery is on-going. Subject to and without waiving this objection, Vital answers as follows:

See Answer to Interrogatory No. 5, *supra*.

Answering further: Vital may retain an expert(s) to provide expert opinions on liability, causation, damages and/or recovery of fees and costs.

INTERROGATORY NO. 18:

Identify every person you believe has specialized knowledge or expertise and on whom you may rely as a testifying expert in any proceeding or trial in this action, providing the subject matter on which each such person may testify.

ANSWER TO INTERROGATORY NO. 18:

Vital objects to this Interrogatory as premature. Vital has not retained any expert related to this matter; if, and when, it does, it will supplement this Answer accordingly and produce an expert report in accordance with the Court's Scheduling Order.

INTERROGATORY NO. 19:

Identify any and all documents used in preparing your answers to these Interrogatories.

ANSWER TO INTERROGATORY NO. 19:

See NE00075-211; NE000413-415

RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

Produce all documents or other tangible things referenced or relied upon in any of your answers to the above Interrogatories.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

NE00075-00211; NE00413-00415

REQUEST FOR PRODUCTION NO. 2:

Produce all reports or other documents that relate to the value or that contain a valuation of Vital

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Vital objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Vital responds as follows:

Vital is currently attempting to locate any responsive documents, if any exist.

REQUEST FOR PRODUCTION NO. 3:

Produce any and all documents that refer or relate to any alleged breaches of the Consulting Agreement by TSPC or Thomas Petrillo.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

Vital objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Vital responds as follows:

See NE00001-00211

REQUEST FOR PRODUCTION NO. 4:

Produce any and all documents that refer or relate in any way to any “Material Action(s)” that you contend were undertaken by TSPC in violation of the Consulting Agreement, including all written communications.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Vital objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Vital as follows:

See NE00075-00211

REQUEST FOR PRODUCTION NO. 5:

Produce any and all documents and tangible items that refer or relate to your allegations of improper or unauthorized conduct by Thomas Petrillo and/or TSPC in this lawsuit.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Vital objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Vital responds as follows:

See NE00001-00394; NE00416-00435

REQUEST FOR PRODUCTION NO. 6:

Produce any and all documents that relate in any way to your allegations that: “TSPC and Thomas Petrillo sought to use the negotiations with Aveda as a way to transfer control of both the Distribution Agreement and the Neill Entities to Petrillo, as well as obtain substantial financial consideration to which he was not entitled”

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Vital objects to this Request as overly broad and unduly burdensome. Subject to and without

waiving these objections, Vital responds as follows:

See NE00001-00211

REQUEST FOR PRODUCTION NO. 7:

Produce all e-mails, text messages, recordings, letters, notes, calendars, diaries, or other documents related to: (i) any fact or allegation set forth in the original Petition or in your proposed Amended Complaint; (ii) Thomas Petrillo or TSPC; (iii) the Consulting Agreement; (iv) the dispute between Vital and TSPC/Thomas Petrillo; or (v) the establishment, term, or renewal of Vital's distributor relationship with Aveda, at any time.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

Vital objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Vital responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 8:

Produce any and all documents that refer or relate to any opportunity you made available to TSPC to cure any "Material Actions" that you contend TSPC took, including, without limitation, all instances whereupon you provided TSPC with pre-suit notice of any events of breach of the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Vital objects to the Request to the extent it assumes that TSPC's breaches of the Consulting Agreement were susceptible of cure and/or that such opportunity needed to be afforded TSPC. Subject to and without waiving these objections, Vital responds as follows:

See NE00207-00211

REQUEST FOR PRODUCTION NO. 9:

Produce any and all documents that refer or relate to any and all events and instances in which TSPC obtained consent of Vital or its shareholders on the basis of false or misleading information or through a lack of disclosure of all material facts.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 10:

Produce any and all documents that refer or relate to the “Profit Share Payments” (as said term is defined in the Consulting Agreement) for the fiscal years ended June 30, 2011 to June 30, 2016, including but not limited to documents that relate to the determination of the amount of each such payment.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10:

Vital objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00436-00450

REQUEST FOR PRODUCTION NO. 11:

Produce any and all documents that refer or relate in any way to your allegation that TSPC and Thomas Petrillo “announced” or otherwise indicated that either of them would not perform its or his obligations under the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11:

Vital objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Vital responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 12:

Produce any and all documents that refer or relate to your allegations that TSPC or Thomas Petrillo “breached his fiduciary duty of loyalty and a duty of care.”

RESPONSE TO REQUEST FOR PRODUCTION NO. 12:

Vital objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Vital responds as follows:

See NE00075-00211

REQUEST FOR PRODUCTION NO. 13:

Produce any and all documents that refer or relate to your allegation that Thomas Petrillo intentionally induced or caused TSPC to breach the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

Vital objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Vital responds as follows:

See NE00075-00211

REQUEST FOR PRODUCTION NO. 14:

Produce any and all statements submitted by Vital to Chase Bank for the years 2007 through 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14:

Vital objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See Response to Request for Production No. 15, *infra*.

REQUEST FOR PRODUCTION NO. 15:

Produce any and all consolidated statements for the Neill Entities for the years 2007 through 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15:

Vital objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00213-394

REQUEST FOR PRODUCTION NO. 16:

Produce all Vital audited and unaudited financial statements for the fiscal years ended June 2008-2015, including any periodic statements.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16:

Vital objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See Response to Request for Production No. 15, *supra*.

REQUEST FOR PRODUCTION NO. 17:

For each month beginning May 1, 2015, through the present date, produce the following for Vital:

(a) a complete digital download of the General Ledger of all cash accounts, including any such field information that includes a complete listing of payments, by vendor, and including a list of all journal entries, adjusting journal entries, and any entries made to cash; and

(b) all credit card statements for that period, including all credit cards either paid directly by Vital, or for which Vital provided reimbursement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17:

Vital objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See Response to Request for Production No. 15, *supra*.

REQUEST FOR PRODUCTION NO. 18:

Produce any and all documents that refer or relate to any Vital budget for the fiscal years ended June 30, 2012 to June 30, 2016, including but not limited to drafts of said budgets.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18:

Vital objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See Response to Request for Production No. 15, *supra*.

REQUEST FOR PRODUCTION NO. 19:

Produce a copy of any and all term sheets, including drafts and non-identical copies of term sheets, that relate to the extension of the Distribution Agreement, including but not limited to the December 10, 2014 term sheet, the December 19, 2014 term sheet, the December 23, 2014 term sheet, and the January 12, 2015 term sheet.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19:

Vital objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00142-00144; NE00148-00153; NE00157-00163; NE00166-00176; NE00177-00182; NE00192-0019198

REQUEST FOR PRODUCTION NO. 20:

Produce any and all documents that refer or relate in any way to your allegation that Thomas Petrillo and/or TSPC breached the Consulting Agreement by failing to seek the extension of Vital's Distributor Agreement with Aveda.

RESPONSE TO REQUEST FOR PRODUCTION NO. 20:

Vital objects to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, Vital responds as follows:

See NE00130-00211

REQUEST FOR PRODUCTION NO. 21:

Produce any and all documents that refer or relate to the extension of any of the Neill Entities' Distributor Agreement with Aveda, including but not limited to the proposal to create Newco.

RESPONSE TO REQUEST FOR PRODUCTION NO. 21:

Vital objects to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00001-00211

REQUEST FOR PRODUCTION NO. 22:

Produce any and all documents that refer or relate in any way to the decision or action by Vital to coordinate its business operations with those of TSPC or any TSPC affiliate.

RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

Vital does not know how to respond to this Request.

REQUEST FOR PRODUCTION NO. 23:

Produce all draft and final minutes of Vital's board meetings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

Vital is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 24:

Produce all draft and final minutes of Vital's shareholder meetings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 24:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

Vital is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 25:

Produce all shareholder consents of the Vital's shareholders.

RESPONSE TO REQUEST FOR PRODUCTION NO. 25:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

Vital is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 26:

Produce any and all detailed cellular and land line phone bills and statements for each and every cellular, mobile, land, or other telephone line account that is in the name of and/or is paid for by you, for the time period 2008 through the present date.

RESPONSE TO REQUEST FOR PRODUCTION NO. 26:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

Vital is willing to produce responsive documents relative to the time period related to the

claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 27:

Produce any and all non-privileged documents, tangible things or information, including electronic mail and messages, stored on any computer, hard drive, CD, or any other media, that refer or relate to your claims, defenses, or alleged damages in this case.

RESPONSE TO REQUEST FOR PRODUCTION NO. 27:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00001-00435.

REQUEST FOR PRODUCTION NO. 28:

Produce any and all documents or tangible items referenced in, or that you reviewed in preparing your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 28:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00001-00394; NE00413-00435

REQUEST FOR PRODUCTION NO. 29:

Produce copies of any and all documents or tangible things you may introduce into evidence in support of your allegations and claims in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 29:

Vital objects to this Request as premature as discovery is still on-going. Subject to and without waiving this objection, Vital responds as follows:

See all documents produced herein.

REQUEST FOR PRODUCTION NO. 30:

Produce any and all documents that refer or relate to any interview or statement you have obtained from any person related to the claims and defenses raised in this litigation.

RESPONSE TO REQUEST FOR PRODUCTION NO. 30:

Vital objects to this Request to the extent it seeks documents protected as attorney work product. Subject to and without waiving this objection, Vital responds as follows:

Vital is not currently in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 31:

With regard to any claim for damages you have asserted against TSPC or Thomas Petrillo, produce all documents related to such a claim, including but not limited to documents related to damages you contend have been or are being caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

RESPONSE TO REQUEST FOR PRODUCTION NO. 31:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00001-00435

REQUEST FOR PRODUCTION NO. 32:

Produce any and all audio or video recordings that relate or concern the allegations in your pleadings, including but not limited to recordings with employees of Aveda.

RESPONSE TO REQUEST FOR PRODUCTION NO. 32:

Vital objects to this Request to the extent it seeks documents protected as attorney work product. Subject to and without waiving this objection, Vital responds as follows:

Vital is not currently in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 33:

Produce the board rosters, or any and all documents that indicated board membership, for your company, for the period 2003 through the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 33:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

Vital is willing to produce responsive documents relative to the time period related to the claims raised in this lawsuit—namely October 1, 2014-May 1, 2015.

REQUEST FOR PRODUCTION NO. 34:

Produce each and every agreement between you and Aveda, and any documents related thereto, including any and all communications with Aveda that relate in any way to any such agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 34:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably

calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00001-74

REQUEST FOR PRODUCTION NO. 35:

Produce all documents that relate to your interest in obtaining an extension of your distribution agreement with Aveda, at any time during or after 2009.

RESPONSE TO REQUEST FOR PRODUCTION NO. 35:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

This Request is so overly broad, that Vital. is not able of providing a response.

REQUEST FOR PRODUCTION NO. 36:

Produce all documents and recordings related to your allegation that Thomas Petrillo “brought an opportunity to the Neill Entities to extend the Distribution Agreement” “soon after” September 9, 2014.

RESPONSE TO REQUEST FOR PRODUCTION NO. 36:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00130-212

REQUEST FOR PRODUCTION NO. 37:

Produce all documents and recordings related in any way to your communications with Aveda, or any Aveda representative, on or after September 9, 2014.

RESPONSE TO REQUEST FOR PRODUCTION NO. 37:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

Vital is not in possession of any responsive documents from the time period October 1, 2014 to present that pertain to the claims in this suit.

REQUEST FOR PRODUCTION NO. 38:

Produce all documents and recordings, including any and all records of communications, related in any way to your allegation that TSPC and Thomas Petrillo were contractually obligated to seek an extension of the Distribution Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 38:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00001-74

REQUEST FOR PRODUCTION NO. 39:

Produce all documents and recordings, including any and all records of communications, wherein you, or any person or entity affiliated with you, advised TSPC or Thomas Petrillo that it or he was abrogating or repudiating the Consulting Agreement.

RESPONSE TO REQUEST FOR PRODUCTION NO. 39:

See NE 00207-212

REQUEST FOR PRODUCTION NO. 40:

Produce all documents and recordings, including any and all records of communications, in which you, or any person or entity affiliated with you, expressed surprise, shock, or dismay in response to any of the following:

- (a) Edwin Neill, III's phone conversation with Bob Willis of December 4, 2014;
- (b) Thomas Petrillo's correspondence of December 10, 2014;
- (c) Thomas Petrillo's correspondence of December 23, 2014;
- (d) Thomas Petrillo's correspondence of January 12, 2015;
- (e) Thomas Petrillo's correspondence of January 14, 2015; and
- (f) Any Thomas Petrillo conversation that took place from November 2014 through

February 2015;

RESPONSE TO REQUEST FOR PRODUCTION NO. 40:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00141-144; NE00157-164; NE00186-191; NE00200

REQUEST FOR PRODUCTION NO. 41:

Produce all documents and recordings, including any and all records of communications, related in any way to communications from, to, or with Aveda regarding the Distribution Agreement, which took place in December 2014, or January, February, March, April, or May 2015.

RESPONSE TO REQUEST FOR PRODUCTION NO. 41:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably

calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00140; NE00199

REQUEST FOR PRODUCTION NO. 42:

Produce all documents and recordings related in any way to a meeting that took place at Debra Neill Baker's home on or about October 21, 2014.

RESPONSE TO REQUEST FOR PRODUCTION NO. 42:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

Vital is not currently in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 43:

Produce any and all documents that refer or relate to Edwin Neill's December 4, 2014 conversation with Bob Willis regarding the revised Distribution Agreement referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 43:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00141

REQUEST FOR PRODUCTION NO. 44:

Produce any and all documents that refer or relate to the January 8, 2015 dinner with Edwin Neill and Thomas Petrillo referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 44:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

Vital is not in possession of any responsive documents.

REQUEST FOR PRODUCTION NO. 45:

Produce any and all documents that refer or relate to the January 9, 2015 video-conference referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 45:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00183

REQUEST FOR PRODUCTION NO. 46:

Produce any and all documents that refer or relate to the January 21, 2015 conference call referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 46:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00190

REQUEST FOR PRODUCTION NO. 47:

Produce any and all documents that relate to the January 25, 2015 telephone call with Edwin Neill and Thomas Petrillo referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 47:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00191

REQUEST FOR PRODUCTION NO. 48:

Produce any and all documents that relate to the February 11, 2015 lunch with Edwin Neill and Thomas Petrillo referenced in your pleadings.

RESPONSE TO REQUEST FOR PRODUCTION NO. 48:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00200

REQUEST FOR PRODUCTION NO. 49:

Produce any and all documents that refer or relate to the Consulting Agreement or the allegations in this lawsuit, including but not limited to any email or other written communication between any Neill-related Entity officer, shareholder, or representative and any other person.

RESPONSE TO REQUEST FOR PRODUCTION NO. 49:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably

calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See all documents produced herein.

REQUEST FOR PRODUCTION NO. 51:

Produce any and all Distributor agreements or contracts between Aveda and any of the Neill Entities.

RESPONSE TO REQUEST FOR PRODUCTION NO. 51:

Vital objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Vital responds as follows:

See NE00001-00074

Respectfully submitted,

/s/ J. Geoffrey Ormsby
RANDALL A. SMITH, T.A. (#2117)
L. TIFFANY HAWKINS (#20855)
J. GEOFFREY ORMSBY (#24183)
Of
SMITH & FAWER, L.L.C.
201 St. Charles Avenue, Suite 3702
New Orleans, Louisiana 70170
Telephone: (504) 525-2200
Facsimile: (504) 525-2205

Counsel for Vital Information Systems, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of this document was served on counsel of record via U.S. Mail, first class, postage pre-paid, facsimile, and/or electronic mail this 20th day of January, 2016.

/s/ J. Geoffrey Ormsby

CERTIFICATIONS

I, Edwin Neill III, do hereby certify that I have answered the Interrogatories and responded to the Request for Production of Documents set forth above.

/s/ *Edwin Neill III*

I, J. Geoffrey Ormsby, do hereby certify that I have formulated any objections set forth in the Answers to Interrogatories and/or Response to Request for Production above.

/s/ *J. Geoffrey Ormsby*



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February 22, 2016

Via E-Mail (gormsby@smithfawer.com)

J. Geoffrey Ormsby
Smith & Fawer, LLP
201 St. Charles Ave., Suite 3702
New Orleans, LA 70170

Re: *Neill Corporation v. TSP Consulting, LLC*
Our file: 153724-00

Dear Geoff:

I am following up on my email of February 18 in which I indicated that I would be sending you this letter detailing the deficiencies in your clients' discovery responses. I intend to discuss these items with you at our telephone conference on Tuesday. Our goal, like yours, is to avoid a motion to compel if at all possible.

The items requiring your attention are as follows:

A. General Concerns:

You appear to have overlooked our instruction and specification that documents be produced with metadata:

Instruction 6. Production of responsive documents should be made in the form or forms in which the information is ordinarily maintained or in a reasonably usable form. [Responding Entity] shall also produce all reasonably accessible metadata that will enable the requesting party to have the same ability to access, search, and display the information as the producing party where appropriate or necessary in light of the nature of the information and the needs of the case.

Please comply with this instruction.

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{N3181925.1}

JONES WALKER LLP

February 22, 2016

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B. TSPC's Interrogatories to Beauty Basics, Inc.:

1. Interrogatory no. 1 asks that BBI “[d]escribe in detail how the legal fees and costs invoiced by outside counsel have been and are being apportioned among the Neill Entities.” BBI’s response—that “an apportionment is determined at discretion of the Neill Entities”—fails to answer the interrogatory.
4. Please provide the last known business address and other contact information (as set forth in our definition of “identify”) for Terry Sayre.
7. BBI’s answered Interrogatory no. 7 asking that it “identify and describe in detail the financial difficulties” it experienced, as set forth in its complaint, as follows: “In 2009, BBI was experiencing a cash shortage and an inability to obtain credit because of the financial crisis that began in the fall of 2008.”

See definition of “identify,” which is set forth in the definitions, no. 7(d), in the case of “occurrence” and comply with that definition.

10. Interrogatory no. 10 states:

Identify in detail the damages you contend have been caused by the actions of TSPC and/or Thomas Petrillo: (a) in breach of the 2012 Consulting Agreement; (b) as a result of their repudiation of the 2012 Consulting Agreement; (c) in breach of their contractual or statutory fiduciary duties; or (d) on account of their interference with contract.

BBI answered:

If TSPC had properly resigned, as required to do when it repudiated the Consulting Agreement, then TSPC's damages would be limited to a certain percentage of the fair market value of the Neill Entities, and TSPC would not be entitled to any claimed profits of the Neill Entities.

BBI’s answer in no way meets the interrogatory.

11. Interrogatory no. 11 asks whether BBI “or any person acting on [BBI’s] behalf” has or had an audio or video recording of any potential witness in the case. You answered “[t]he Neill Entities are currently unaware of any recordings of the nature requested.” Your answer does not meet the interrogatory, particularly in light of documents (including the transcription of a voice mail recording) produced by your clients.

February 22, 2016

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Moreover, Instruction 11 is clear that destroyed “documents” are to be explained:

Instruction 11. If any requested document is unavailable because it has been lost, discarded, or destroyed, please summarize for each such document: (i) its date, author, addressee, signatory, type, content, and length; (ii) the date and circumstances under which it was lost, discarded, or destroyed; (iii) the identity of any persons who ordered or directed it to be discarded or destroyed; and (iv) the identity of any person who has knowledge of the circumstances under which the document was lost, discarded, or destroyed.

If the voice mail recording that you produced only in transcribed form was destroyed, please comply with this instruction.

15. Interrogatory 15 asked questions about the “Employee Lease Agreement” over which BBI has sued my clients. I have not found this document in your clients’ document production, however, although in your response BBI states that documents are being gathered. Please produce or identify the document by Bates number.

C. TSPC Request for Production of Documents to BBI:

2. Please advise whether any responsive documents have been produced or are still being gathered.
- 14-18. We should discuss these items jointly to determine what you are producing and what you have withheld, and the basis for any withholding of documents.
20. Request 20 seeks documents which “refer or relate in any way to your allegation that Thomas Petrillo and/or TSPC breached the Consulting Agreement by failing to seek the extension of any of the Neill Entities’ Distributor Agreement with Aveda.” None of the documents you identify appear to be responsive to this item. Please be prepared to discuss responsive documents to no. 20.
22. BBI responded to Request no. 22 with this: “BBI does not know how to respond to this Request.” Please be prepared to discuss this item, and I will explain it to you.
23. Your date limitation does not comport with the breadth of the allegations in the pleadings. We can discuss this on Tuesday.
24. See comment on no. 23.

February 22, 2016

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25. See comment on no. 23.
26. Request 26 seeks copies of cell phone records. To date, you have not produced these responsive documents.
33. See comment on no. 23.
35. Request 35 seeks documents that “relate to your interest in obtaining an extension of your distribution agreement with Aveda, at any time during or after 2009.” We can discuss this request, which BBI states that it cannot understand, and which I believe is self-explanatory.
37. Request 37 seeks “all documents and recordings related in any way to your communications with Aveda, or any Aveda representative, on or after September 9, 2014.” The BBI response is to impose a new date limitation—to October 1, 2014, and afterwards—which does not make any sense. You have taken away less than a month of time, which I don’t understand. We can discuss.
41. This is the same subject matter as Interrogatory no. 11. In that you have produced a transcript of a voice mail, please produce a copy of the original recording of same.

D. TSPC interrogatories to Edwin Neill:

1-3, 5. See above references in the BBI section.

E. Request for production to Edwin Neill:

See corresponding references in subpart B, above.

F. TSPC interrogatories to Neill Corp.:

These correspond to the BBI interrogatories. See references above.

G. TSPC request for production to Neill Corp:

These correspond to the BBI requests. See references above.

H. TSPC interrogatories to Neill Tech:

These correspond to the BBI interrogatories. See references above.

I. TSPC request for production to Neill Tech:

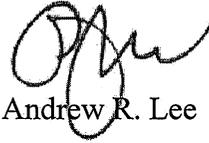
These correspond to the BBI requests. See references above.

February 22, 2016

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I look forward to speaking with you tomorrow regarding these items.

Very truly yours,

A handwritten signature in black ink, appearing to read "ARL", written over the typed name "Andrew R. Lee".

Andrew R. Lee

ARL/jt

cc: Randall A. Smith (Via E-Mail rasmith@smithfawer.com)
Covert J. Geary



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April 6, 2016

Via E-Mail (gormsby@smithfawer.com)

J. Geoffrey Ormsby
Smith & Fawer, LLP
201 St. Charles Ave., Suite 3702
New Orleans, LA 70170

Re: *Neill Corporation v. TSP Consulting, LLC*
Our file: 153724-00

Dear Geoff:

On February 23, we met and discussed my letter of February 22. Last week, you produced several additional documents. However, you have not addressed the following concerns:

1. Your clients' compliance with Instruction 6: this item remains open.
2. BBI has not updated its interrogatory responses as requested at pp. 2-4 of the February 22 letter. For instance, BBI still has not provided a damages calculation (Interrogatory no. 10); nor has BBI complied with Instruction 11 as to the destroyed voice mail recording, as requested (twice). These are only examples. Please consult the exhaustive listing in Section B of my February 22 letter.
3. Please respond directly to Section C, which addresses deficiencies in BBI's responses to production requests. During our February 23 conference, we covered items on which you were not clear, to your satisfaction. There are several items listed here, and do not need repeating. If you contend that your recent production satisfies any of these open items, please supplement your client's discovery responses to indicate which produced documents do so.
4. The interrogatories to your other clients have not been supplemented. Please do so.
5. The requests for production to your other clients have not been supplemented. Please take care of this.

{N3204867.1}

JONES WALKER LLP

EXHIBIT
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April 6, 2016
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Please address these items by not later than April 11, so that the need for a motion to compel is obviated.

Very truly yours,



Andrew R. Lee

ARL/jt

cc: Randall A. Smith (Via E-Mail rasmith@smithfawer.com)
Covert J. Geary



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BY EMAIL

April 13, 2016

File #4195

Andrew R. Lee, Esq.
Jones Walker, LLP
201 St. Charles Ave., 49th Floor
New Orleans, Louisiana 70170

**Re: *Neill Corporation v. TSP Consulting, LLC*
U.S.D.C. E.D. La.; No. 2015-964; (A)(3)**

Dear Andy:

We are in receipt of your letter of April 6, 2016, and respond as follows:

1. In your February 22, 2016 letter, you advised that Instruction 6 requested documents be produced with metadata. Fed. R. Civ. Proc. 34(b)(2)(E)(ii) provides: “[i]f a party does not specify a form for producing electronically stored information, a party must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.” Although “metadata” is not defined by the Fed. R. Civ. Proc., federal courts have explained: “For emails, the relevant context is somewhat different. . . . [T]he relevant information in an email client is the date the email was transmitted, perhaps along with the parties to the email (sender and recipients), and the subject.” *Mckinney/Pearl Restaurant Partners, L.P. v. Metropolitan Life Ins. Co., et al.*, 2016 WL 98603, *11 (N.D. Tex. Jan. 8, 2016) quoting *Teledyne Instruments, Inc. v. Cairns*, 2013 WL 5781274, at *10 (M.D. Fla. Oct. 25, 2013). We have produced numerous emails, all including the date, parties to the email, and the subject, all in .pdf format. “A party need not produce the same electronically stored information in more than one form.” Fed. R. Civ. Proc. 34(b)(2)(E)(iii). Further, the documents produced on April 1, 2016 are text-searchable, and prior productions may be made so with any one of the numerous document services in the area offering Optical Character Recognition services. If there is a particular non-email document for which you are requesting additional metadata, please advise, and we will consider producing specified individual files in formats other than those previously produced.
2. **TSPC’s Interrogatories to Beauty Basics, Inc. (“BBI”):**
 1. Subject to and without waiving its prior objection, BBI will supplement this answer.

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Andrew R. Lee, Esq.
April 13, 2016
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4. Subject to and without waiving its prior objection, BBI answers as follows:

14. The last known contact information for Terry Sayre is "terrysayre1@gmail.com." BBI will supplement this answer if additional information becomes known.

7. BBI maintains its prior objection to this Interrogatory as not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, see documents produced in response to Request for Production No. 15, which demonstrate the financial difficulties of the Neill Entities during 2008-2009. Further, as remarked, Neill Entities do not dispute that Thomas Petrillo helped the Neill Entities financially recovery, for which he was properly and more than sufficiently compensated.

10. BBI maintains its prior objection to this Interrogatory. Subject to and without waiving this objection, BBI will provide a response shortly.

11. Subject to and without maintaining its prior objections to this Interrogatory, BBI supplements its Answer as follows:

Please see the video produced on April 1, 2016, labeled "tomvideo.mp4." The audio recording of the voicemail, memorialized in the transcript previously produced as NE00199, has recently been located by BBI. BBI will produce the audio recording of the voicemail.

3. TSPC's Requests for Production of Documents to BBI:

2. Subject to prior objections, and without waiving same, BBI responds as follows:

BBI is not in possession of documents in addition to those already produced.

14. Subject to prior objections and without waiving same, BBI supplements its response as follows:

See documents produced on April 1, 2016, and those produced April 13, 2016.

16. BBI maintains its prior objections to this Request as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

The unaudited financial statements for the Neill Entities for the years 2007 – 2015 previously produced are unaudited and sufficient as produced.

Andrew R. Lee, Esq.
April 13, 2016
Page - 3 -

17. BBI maintains its prior objections. Subject to and without waiving these objections, BBI responds as follows:

BBI will agree to produce a copy of the General Ledger for the period 5/1/2015 – 5/23/2015. Production of this General Ledger will be made shortly.

18. Subject to its prior objections and without waiving same, BBI responds as follows:

BBI has produced all responsive documents for the period 2007 - 5/23/2015.

20. BBI maintains its prior objections to this Request as overly broad and unduly burdensome. Subject to and without waiving these objections, BBI responds as follows:

See NE00726-01308, produced April 1, 2016. Per our teleconference on April 11, 2016, BBI will further supplement this response shortly.

22. BBI maintains its prior objections to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

See NE00726-01308, produced April 1, 2016. Per our teleconference on April 11, 2016, BBI will further supplement this response shortly.

23. BBI maintains its prior objections to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. BBI further objects to this Request to the extent draft minutes prepared by counsel for the Neill Entities may include attorney-client privileged information. Subject to and without waiving these objections, BBI responds as follows:

See documents produced April 13, 2016. BBI has produced all unprivileged, responsive documents for the time period 1/1/2009 – 5/23/2015.

24. See Response to Request No. 23.

25. See Response to Request No. 23.

26. BBI objects to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. BBI

Andrew R. Lee, Esq.
April 13, 2016
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further objects in so far as attorney-client privileged communications are called for. Subject to and without waiving these objections, BBI responds as follows:

BBI will produce responsive documents for cellular and land line phone bills and statements for Debra Neill, Edwin Neill III, and Marty Neill-Hebeisen, redacted except for phone calls to each other or Thomas C. Petrillo, Robert H. Willis, Jr., Mary Fahy, Dominique Conseil, or Seth Hebert, for the period 7/1/2014 – 6/1/2015 shortly.

33. BBI is not in possession of any board rosters for the period requested. See Response to Request No. 23.

35. BBI maintains its prior objections to this Request as vague, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI is not in possession of responsive documents not already previously produced or agreed to be produced.

37. BBI maintains its objection to this Request as vague, overly broad, unduly burdensome, and not reasonable calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, BBI responds as follows:

BBI is not in possession of any responsive documents from the time period September 9, 2014 to present that pertain to the claims in this suit.

41. See Answer to Interrogatory No. 11.
4. **TSPC Interrogatories to Edwin Neill III:** See above corresponding responses in the BBI section.
 5. **TSPC Requests for Production to Edwin Neill III:** See corresponding responses in the BBI section.
 6. **TSPC Interrogatories to Neill Corp.:** See corresponding answers in the BBI section.
 7. **TSPC Requests for Production to Neill Corp.:** See corresponding responses in the BBI section.
 8. **TSPC Interrogatories to Neill Tech.:** See corresponding answers in the BBI section.
 9. **TSPC Requests for Production to Neill Tech.:** See corresponding responses in the BBI section.

Andrew R. Lee, Esq.
April 13, 2016
Page - 5 -

With kind regards, I remain

Sincerely,



J. Geoffrey Ormsby

JGO/dtl

cc: Covert J. Geary (via e-mail)
Randall A. Smith (via e-mail)



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April 14, 2016

Via E-Mail (gormsby@smithfawer.com)

J. Geoffrey Ormsby
Smith & Fawer, LLP
201 St. Charles Ave., Suite 3702
New Orleans, LA 70170

Re: *Neill Corporation v. TSP Consulting, LLC*
Our file: 153724-00

Dear Geoff:

I am responding to your letter of April 13, which responds to my letters of February 22 and April 6.

1. First, regarding metadata, I am familiar with the provision that a party may specify the form for producing electronically stored information. That is precisely what we did in our instruction number 6, which stated that the responding entity “shall also produce all reasonably accessible metadata that will enable the requesting party to have the same ability to access, search, and display the information as the producing party where appropriate or necessary....” As we discussed on Monday, I agreed to provide you with Bates numbers of the documents for which we need original metadata. I will let you know.

2. When are you going to supplement Interrogatory nos. 1 and 10 for each responding entity? In your April 13 letter, you state that the supplemental responses will be provided “shortly.” Given our deposition schedule (and the fact that our specific deficiencies were outlined and in your hands in late February), such uncertainty is inadequate.

This also applies to Request nos. 17, 20, 22. and 26.

3. As for the phone records (Request no. 26), we object to redaction as you outlined on the following grounds: (i) any redaction is unnecessary as we have a protective order in place; (ii) objective details of a telephone call placed or received do not constitute attorney-client privileged communications, and the records, of course, do not contain the contents of any calls; (iii) your list of individuals does not even cover all of the potential witnesses listed by the parties in their initial disclosures; and (iv) an extensive redaction job as you suggest would be

{N3208838.2}

JONES WALKER LLP

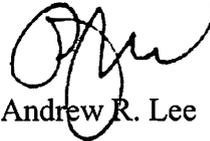
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unnecessarily time-consuming and will delay the delivery of these long-overdue documents. The bottom line is that your basis for redaction – that attorney-client privileged communications should be excised – is not legitimate.

I look forward to receiving your response on the above points.

Very truly yours,

A handwritten signature in black ink, appearing to read "A. Lee", is positioned above the printed name "Andrew R. Lee".

Andrew R. Lee

ARL/jt

cc: Randall A. Smith (Via E-Mail rasmith@smithfawer.com)
Covert J. Geary