

GORDON & REES LLP

90 Broad Street, 23rd Floor
 New York, New York 10004
 Telephone: (212) 269-5500
 Facsimile: (212) 269-5505
 Email: MColwin@gordonrees.com
 SZandi@gordonrees.com
 Attorneys for Defendants

----- X

DEBORAH R. COOKE and CHRISTINA M. RODINO,
 Plaintiffs,

United States District Court
 Southern District of New York

-against-

Case No.: 11-CIV-0201 (AKH)

DB 85 GYM CORP. d/b/a DAVID BARTON GYM,
 CV II GYM, LLC d/b/a DAVID BARTON GYM, CV
 VI, LLC d/b/a DAVID BARTON GYM, DB
 BROADWAY GYM CORP. d/b/a DAVID BARTON
 GYM, KEVIN KAVANAUGH, and CARL HELMLE
 III,

**INITIAL DISCLOSURES
 PURSUANT TO FEDERAL RULE
 OF CIVIL PROCEDURE 26(a)(1)
 ON BEHALF OF DEFENDANTS**

Defendants.

----- X

**TO: H.P. Sean Dweck, Esq.
 Corey Stark, Esq.
 Attorneys for Plaintiffs
 Deborah R. Cooke and
 Christina M. Rodino
 75 Rockefeller Plaza
 New York, New York 10019
 (212) 687-8200**

Defendants, DB 85 Gym Corp. d/b/a David Barton Gym, CV II Gym, LLC d/b/a David Barton Gym, CV VI, LLC d/b/a David Barton Gym, DB Broadway Gym Corp. d/b/a David Barton Gym, Kevin Kavanaugh and Carl Helmle (together "Defendants"), by and through their attorneys, GORDON & REES LLP, as and for their initial disclosures pursuant to Federal Rule of Civil Procedure Rule 26(a)(1), sets forth the following:

- (i) **The name, and if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claim or defense, unless solely for impeachment, identifying the subjects of the information.**

In addition to anyone identified by Plaintiffs, which individuals are hereby incorporated by reference, the following individuals may have knowledge and/or information relating to Defendants' claims and defenses in this case:

Plaintiff Deborah R. Cooke
c/o Sean Dweck, Esq. and Corey Stark, Esq.
75 Rockefeller Plaza
New York, New York 10019
(Matters pertaining to all allegations in the Complaint)

Plaintiff Christina M. Rodino
c/o Sean Dweck, Esq. and Corey Stark, Esq.
75 Rockefeller Plaza
New York, New York 10019
(Matters pertaining to all allegations in the Complaint)

Defendant Kevin Kavanaugh
c/o Gordon & Rees, LLP
90 Broad Street, 23rd Floor
New York, New York 10004
(Matters pertaining to the claims and allegations asserted against him in the Complaint)

Defendant Carl Helmle
c/o Gordon & Rees, LLP
90 Broad Street, 23rd Floor
New York, New York 10004
(Matters pertaining to the claims and allegations asserted against him in the Complaint)

Danny Kirkwood
c/o Gordon & Rees, LLP
90 Broad Street, 23rd Floor
New York, New York 10004
(Matters pertaining to David Barton Gym's Human Resources Department)

David Barton
c/o Gordon & Rees, LLP
90 Broad Street, 23rd Floor
New York, New York 10004
(Matters pertaining to the claims and allegations asserted in the Complaint)

Elan Ben-Avi
Address Unknown
(Matters pertaining to Plaintiffs' separation from David Barton Gym)

David Martinez
c/o Gordon & Rees, LLP
90 Broad Street, 23rd Floor
New York, New York 10004
(Matters pertaining to the claims and allegations asserted in the Complaint)

Defendants reserve the right to supplement these individuals as may be appropriate or necessary.

- (ii) A copy of, or a description by category and location of, all documents, data compilations, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment.**

The following categories of documents are in the possession of the Defendants and may be used to support their defenses in this matter:

1. Documents relating to Plaintiffs' employment history, performance and termination.
2. Documents relating to Defendants' policies and procedures.

Defendants reserve the right to supplement these documents as may be appropriate or necessary.

(iii) A computation of any category of damages claimed by the disclosing party.

At the present time, Defendants are not claiming any damages. Accordingly, Defendants have no computation of any category of damages to produce.

(iv) Any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment, which may be entered in the action, or to indemnify or reimburse for payments made to satisfy the judgment.

Club Ventures Investments LLC was issued an Employment Practices Liability Insurance Policy by Chartis, Policy No. 01-357-98-16, for the policy period November 27, 2010 through November 27, 2011.

Reservation of Rights and Amendments

The responses set forth herein are made without waiving:

1. the right to object on the grounds of competency, privilege, relevancy, materiality or any other proper ground to the use of material described herein, for any purpose, in whole or in part, in any subsequent proceeding in this action or in any other action;
2. the right to object on any and all proper grounds, at any time, to discovery requests or other discovery procedures involving or relating to the subject matter addressed herein; and
3. the right at any time to revise, correct, modify, supplement, or clarify any of the responses provided herein.

Dated: New York, New York
September 16, 2011

Respectfully submitted,

GORDON & REES LLP

By: /s/

Mercedes Colwin (MC 3862)
Sarir Zandi (SZ 0094)
Attorneys for Defendants
DB 85 Gym Corp. d/b/a David Barton Gym,
CV II Gym, LLC d/b/a David Barton Gym,
CV VI, LLC d/b/a David Barton Gym, DB
Broadway Gym Corp. d/b/a David Barton
Gym, Kevin Kavanaugh, and Carl Helmle,
III
90 Broad Street, 23rd Floor
New York, NY 10004
(212) 269-5500 (Phone)
(212) 269-5505 (Fax)