

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

WESTERN RESERVE LIFE ASSURANCE
CO. OF OHIO,

Plaintiff,

vs.

JOSEPH CARAMADRE, RAYMOUR
RADHAKRISHNAN, ESTATE PLANNING
RESOURCES, INC., HARRISON CONDIT,
and FORTUNE FINANCIAL SERVICES, INC.,

Defendants;

C.A. No. 09-470-S

**PLAINTIFF WESTERN RESERVE LIFE ASSURANCE CO. OF OHIO'S RESPONSES
TO DEFENDANT FORTUNE FINANCIAL SERVICES, INC.'S
FIRST SET OF INTERROGATORIES**

Plaintiff Western Reserve Life Assurance Co. of Ohio ("Plaintiff" or "Western Reserve"), by and through its attorneys, hereby objects and responds to Fortune Financial Services, Inc.'s Interrogatories as follows:

GENERAL OBJECTIONS

The following General Objections are hereby incorporated into each of the Specific Objections and Answers as though fully set forth therein.

1. Plaintiff objects to the Interrogatories, each Definition, Instruction, and specific request contained therein, to the extent that they seek to impose burdens or duties upon the Plaintiff that exceed the requirements and permissible scope of discovery under the Federal Rules of Civil Procedure. Plaintiff will respond to the Interrogatories in accordance with its understanding of its obligations under the Federal Rules of Civil Procedure.

2. Plaintiff objects to the Interrogatories and to each specific interrogatory contained therein to the extent that they exceed the scope of permissible discovery under the Federal Rules. Taking into account all of Defendant's Interrogatories and subparts thereto, whether or not broken out as discrete subparts, Defendant has exceeded the maximum number of interrogatories permitted under the Federal Rules of Civil Procedure.

3. Plaintiff objects to the Interrogatories to the extent that they seek information that is protected from disclosure by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or immunity.

4. Plaintiff objects to the Interrogatories to the extent that they are vague, unclear or ambiguous and require interpretation by Plaintiff in formulating answers thereto. Such interpretation by Plaintiff may, in some or all cases, be different from that which Defendant intended.

5. Plaintiff objects to the Interrogatories to the extent that they are overbroad, unduly burdensome and seek information that is not relevant to this action or reasonably calculated to lead to the discovery of admissible evidence.

6. Plaintiff objects to the Interrogatories to the extent that they are argumentative, lack foundation and/or incorporate allegations and assertions that Plaintiff disputes. Any answer herein to a particular interrogatory is not and shall not be deemed an admission or acknowledgement by Plaintiff as to the truth or accuracy of the allegations or assertions contained in the interrogatories.

7. In providing these objections and answers to Interrogatories, Plaintiff expressly reserves and does not waive:

- a. any objections to the competency, relevance, materiality or admissibility of any interrogatory and any answer provided thereto;

- b. any objections as to vagueness, ambiguity, overbreadth and undue burden of any interrogatory; and
- c. any objections on any ground to the use of any answer provided in response to the interrogatories for any purpose in this or in any other proceeding.

RESPONSES

INTERROGATORY NO. 1:

Please identify yourself by stating your full name, residential address, and business address.

ANSWER:

Objection. Defendant's interrogatory is overly broad and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving the general or specific objections asserted, Plaintiff responds: Christine Vorhies, Senior Director of Operations, Transamerica Capital Management. Ms. Vorhies may be contacted through counsel for Plaintiff.

INTERROGATORY NO. 2:

Please state your name, title, residential address, business address, business phone number and home phone number of every person known by Plaintiff to have any knowledge of the matters set forth in the Complaint, and the extent and nature of the knowledge possessed by each person so identified.

ANSWER:

Objection. Defendant's interrogatory is vague, overly broad and unduly burdensome. Without waiving the general or specific objections asserted, plaintiff responds:

- Estate Planning Resources, Inc., 1000 Chapel View Blvd., Cranston, RI
 - Joseph Caramadre
 - Raymour Radhakrishan

These individuals are believed to have knowledge about the process of obtaining and submitting applications for the annuities at issue in this case.

- Fortune Financial Services

Representatives of Fortune Financial Services are believed to have knowledge of the relationship between Fortune Financial Services and Harrison Condit, as well as Fortune Financial's supervision of Mr. Condit.

- Harrison Condit, 536 Middle Road, East Greenwich, RI. This individual is believed to have knowledge of the sale of and application for the annuity contract at issue in this matter.

- Anthony Pitocco.

Mr. Pitocco's knowledge is reflected in his deposition transcript.

- Western Reserve Life Assurance Co. of Ohio, c/o Pierce Atwood LLP, 10 Weybosset Street, Suite 400, Providence, RI. Members of the New Business Department, Contract Services Department, Claims Department, Call Centers, and Legal Department of Western Reserve would have general knowledge of the processing and handling of applications for the Annuities and payment of claims.

- Federal and State Investigators, Regulators, and Prosecutors Who Investigated and Prosecuted Caramadre and Radhakrishnan

These individuals have knowledge of the scheme at issue in this case and Condit's

connection to the scheme.

INTERROGATORY NO. 3:

Please identify every person with whom you spoke or consulted in gathering the information reflected in these answers to interrogatories, and provide the date and substance of those communications, and describe fully all documents you reviewed, relied upon, or referenced in answering these interrogatories.

ANSWER:

Objection. Defendant's interrogatory is overly broad and seeks privileged information. Without waiving the general or specific objections asserted, plaintiff responds: In preparation of these answers, Ms. Vorhies consulted with members of the in-house legal staff of Western Reserve Life Assurance Co. of Ohio. Ms. Vorhies did not review documents in preparing these answers. Documents relied upon or referenced in response to the following interrogatories are cited in specific answers.

INTERROGATORY NO. 4:

List all persons who Plaintiff will call as a witness at the trial in this matter, and describe each persons' expected testimony.

ANSWER:

Objection. This interrogatory calls for the disclosure of information that currently is protected by the attorney client privilege and work product doctrine. Without waiving the objections, Plaintiff states that it has not identified its trial witnesses, but will disclose its expected witnesses and their testimony in its pretrial memorandum or any applicable pretrial order.

INTERROGATORY NO. 5:

Please state the name, address, field of specialty, qualifications, formal education (since high school), employment history (name of employer, dates of employment, job title, duties and responsibilities, etc.), publications, membership in professional societies (past and present), substance of facts and opinions, and summary of grounds for each opinion for any expert witness retained to testify on behalf of Plaintiff at trial.

ANSWER:

Objection. This interrogatory is premature and seeks information beyond the scope of permissible expert discovery. Without waiving the objection, Plaintiff has not yet retained testifying experts, but will produce any expert disclosures in accordance Fed. R. Civ. P. (a)(2) and the scheduling order that the Court will enter.

INTERROGATORY NO. 6:

Itemize your alleged damages in this matter, including identifying all documents evidencing those alleged damages, and provide all computations made to determine those damages.

ANSWER:

Western Reserve seeks three categories of damages: policy losses (including post mortem interest); commissions; and legal fees. Policy losses are calculated based on the difference between the amount paid out on the annuity and the market value of the annuity on that date. Commissions are the amounts paid to Fortune Financial Services in connection with the annuities at issue in this case. Legal fees sought in this case represent 1/14 of the total legal fees incurred in connection with plaintiffs' prosecution of C.A. No. 09-470, 09-471, 09-472, 09-473, 09-502, 09-549, and 09-564 ("Related Cases").

Commissions and policy losses are reflected on Exhibit A attached hereto. As of January, 2013, legal fees incurred in connection with this case amounted to \$46,168. Legal fees

will continue to accrue.

INTERROGATORY NO. 7:

Itemize all of your litigation costs and attorneys' fees related to this matter, describe the steps taken to segregate fees related to this matter from all other matters pending in the Federal District Court for the District of Rhode Island where Western Reserve is a Plaintiff involving the so-called "STAT" investment scheme," itemize all of your litigation costs and attorneys' fees with respect to all other matters pending in the Federal District Court for the District of Rhode Island where Western Reserve is a Plaintiff involving the so-called "STAT" investment scheme," and itemize your attorneys' fees and costs related to the criminal investigation and prosecution of any defendant named in the Complaint.

ANSWER:

Objection. This interrogatory is overly broad and premature. Western Reserve will submit a bill of costs following entry of judgment. Additionally, fees and costs "related to the criminal investigation and prosecution" are not likely to lead to the discovery of admissible information. Such fees and costs are billed separately from amounts billed in connection with the Related Cases. Without waiving the objection, see response to Interrogatory No. 7. To date, Western Reserve has not segregated fees in connection with each of the Related Cases.

INTERROGATORY NO. 8:

Itemize the date, source and amount of all payments received with respect to Annuity Policy Number 09-01N6042544 (the "Annuity"); all investments made with respect to the Annuity; all gains and/or losses with respect to the Annuity; all fees, costs, compensation or other amounts expended or retained by Plaintiff with respect to the Annuity; and all commissions paid with respect to the Annuity.

ANSWER:

See Exhibit A provided herewith.

INTERROGATORY NO. 9:

Describe the date and substance of all communications with Anthony Pitocco that involve or are known by Plaintiff, including the location and/or mode of each identified communication and persons involved in, copied on, or present for each such communication.

ANSWER:

See Exhibit B, as well as the transcript of the deposition of Mr. Pitocco.

INTERROGATORY NO. 10:

State all facts, list all documents, and identify all persons with knowledge regarding the allegations contained in Paragraph 30 of the complaint that "Condit was an agent or employee of Fortune financial and was acting within the scope of his employment or agency relationship."

ANSWER:

Condit became affiliated with Fortune Financial as reflected in the Agent Intake Form (HC AEGON 427). He had an email address using Fortune Financial's domain name (HC AEGON 185). His Producer Appointment Application Form (AEG 13978) lists his "Broker Dealer Affiliation" as Fortune Financial. A FINRA Brokercheck Report lists Fortune Financial as Condit's employer (AEG 3482)

Fortune Financial was expected to supervise its agents, including Condit, as reflected in the Supervisory Procedures Manual (HC AEGON 8-182). Fortune Financial was a broker-dealer for Western Reserve's products, pursuant to a Broker-Dealer Supervisory and Service Agreement (AEG 13978-14032). The Broker-Dealer Supervisory and Service Agreement contemplates the use of "Broker-Dealer's [(i.e., Fortune Financial's)] registered representative" to sell Western Reserve's products and that Fortune Financial would supervise "its Representatives." Based on his affiliation with Fortune Financial, Condit was appointed as a

“Producer” and was authorized to broker the sale of Western Reserve’s products. Additionally, Western Reserve paid commissions directly to Fortune Financial based on Condit’s sales of Western Reserve’s products (AEG 3490).

INTERROGATORY NO. 11:

Describe Condit's business relationship with Plaintiff, including identifying all contracts and/or agreements between Plaintiff and Condit, including but not limited to any agreement related to Condit serving as Registered Representative, Licensed Agent and/or Producer for Plaintiff and explain why Condit was not an agent of Plaintiff pursuant to these agreements.

ANSWER:

Objection. This interrogatory is overly broad and not likely to lead the discovery of admissible information. Condit’s activities at issue in this case involve his role in the sale of annuities based on his status as a Producer based on his Producer Appointment Application (AEG 13978-80). “[C]ontracts and/or agreements” regarding activities unrelated to the sale of the annuities at issue in this case are irrelevant and not likely to lead to the discovery of admissible information.

Without waiving the objections, as reflected in his Producer Appointment Application (AEG 13978-80), Condit was appointed as an agent authorized to broker the sale of certain of Western Reserve’s products, including the annuities at issue in this case. The terms of that relationship are set forth in that document and in the Broker-Dealer Supervisory and Service Agreement (AEG 13978-14032). Additionally, Condit had an Agent Agreement with Western Reserve, which is contained in documents AEG 3209-3304.

INTERROGATORY NO. 12:

Describe the date and substance of all communications involving Harrison Condit ("Condit") regarding the Annuity that involve or are known by Plaintiff, including the location and/or mode of each identified communication and persons involved in, copied on, or present for each such communication.

ANSWER:

Objection. A request for information about communications, "involving" Harrison Condit is vague. Without waiving the objection, and to the extent this interrogatory seeks information about communications "with" Harrison Condit, see documents labeled WR 1239-40, 1241-45, 1247. To the extent this interrogatory seeks information concerning other internal communications relating to Harrison Condit, such information is subject to attorney client privilege and/or the work product doctrine.

INTERROGATORY NO. 13:

State all facts, list all documents, and identify all persons with knowledge regarding the allegation contained in Paragraph 34 of the complaint that "Pitocco had no knowledge that an application for Annuity has been issued" and in Paragraph 36 of the Complaint that "Pitocco denies having signed the application," including the source of the information that allegedly supports these allegations, and the dates on which Plaintiff received this information.

ANSWER:

See transcript of deposition of Mr. Pitocco and affidavit attached to the complaint.

INTERROGATORY NO. 14:

State all facts, list all documents and identify all persons with knowledge regarding the allegations contained in Paragraph 48 of the Complaint that Condit and Fortune Financial "acted in concert" with the other defendants to allegedly defraud Plaintiff, including all facts demonstrating any agreement on the part of Condit and/or Fortune Financial to participate in the alleged "STAT" investment scheme," and the source of the information that allegedly supports these allegations.

ANSWER:

Condit was an agent of Fortune Financial as described in response to interrogatory No. 10 and, as such, his conduct is attributable to Fortune Financial. Additionally, see documents labeled WR 1239-40, 1241-45, 1247.

INTERROGATORY NO. 15:

State all facts, list all documents, and identify all persons with knowledge regarding the allegations contained in Paragraph 49 of the Complaint that Condit and/or Fortune Financial "knew the representations and omissions" contained in the Pitocco annuity application "were false and misleading."

ANSWER:

Objection. This interrogatory is vague. Without waiving the objection, Caramadre and Radhakrishnan had knowledge of Condit's involvement in, and knowledge of, the issuance of the annuities. Their knowledge is reflected in their criminal plea agreements.

INTERROGATORY NO. 16:

Describe Western Reserve's process, policies, procedures and/or practices for review and approval of annuity applications like the Pitocco annuity application and WRL annuity, including identifying all documents that contain those processes, policies, practices and/or procedures, and identify the person(s) at Western Reserve who reviewed and approved the Pitocco annuity application.

ANSWER:

Objection. This interrogatory is not limited to a particular timeframe or to "process[es], policies, procedures and/or practices" relating to issues raised in this case and, therefore, is overly broad, unduly burdensome and not likely to lead to the discovery of admissible information. Without waiving the objections, Western Reserve relies on its broker-dealers and

agents to vet applications and take reasonable steps products are suitable for customers and used for their proper purposes. See also Broker-Dealer Supervisory and Service Agreement (AEG 13978-14032).

INTERROGATORY NO. 17:

Describe Plaintiff's policies, procedures, rules and regulations for Broker-Dealers, Registered Representatives, Licensed Agents and/or Producers.

ANSWER:

Objection. This interrogatory is vague and is not limited to a particular timeframe and, therefore, is overly broad, unduly burdensome and not likely to lead to the discovery of admissible information. Without waiving the objection, see Producer Agreement, Broker-Dealer Supervisory and Service Agreement, Code of Ethics and Insurance Compliance Bulletin ("Compliance Bulletin," AEG 14111), as well as generally applicable rules, laws & regulations for the sale of variable annuity products.

INTERROGATORY NO. 18:

State all facts, list all documents, and identify all persons with knowledge supporting Count II of the Complaint for Fraudulent Inducement, Count III of the Complaint for breach of Contract, Count V of the Complaint for the breach of Duty of Good Faith and Fair Dealing, Count VI of the Complaint for Civil Liability for Crimes and Offenses, and Count VII of the Complaint for Civil Liability for Unjust Enrichment.

ANSWER:

Objection. This interrogatory is overly broad and unduly burdensome. Moreover, as drafted, this interrogatory inquires into several discrete subjects and, therefore, constitutes

multiple interrogatories counting toward the presumptive maximum of 25 interrogatories permitted under Fed. R. Civ. P. 33(a)(1). Without waiving the objections, see answer to Interrogatory No. 2.

INTERROGATORY NO. 19:

State all facts, list all documents, and identify all persons with knowledge that Fortune Financial failed to abide by the standards contained in §15(b)(4)(E) of the Securities Exchange Act of 1934.

ANSWER:

Objection. This interrogatory seeks a conclusion of law. Moreover this interrogatory is premature because discovery is just underway and remains limited. Without waiving the objection, and subject to Western Reserve's right to supplement this answer as discovery continues, Western Reserve states that based on his relationship with Fortune Financial, Condit was able to broker the sale of Western Reserve's products. In doing so, Condit was subject to supervision by Fortune Financial. Despite purporting to supervise Condit, Condit was an active and knowing participant in the STAT Scheme alleged in the Complaint. There is no evidence that Fortune Financial has reasonably discharged its duties and obligations to supervise Condit to ensure that Condit acted ethically, properly, and lawfully. Individuals with knowledge of Fortune Financial's procedures and lack of enforcement leading to the issuance of the annuities include Condit and representatives of Fortune Financial.

INTERROGATORY NO. 20:

State all facts, list all documents, and identify all persons with knowledge that Fortune Financial had reason to believe that Condit was not following Western Reserve's rules, regulations or code of ethics.

ANSWER:

Objection. This interrogatory is vague. Moreover, a party's "reason to believe" a fact is irrelevant to the ultimate issues in this case and is not likely to lead to the discovery of admissible information. Additionally, this interrogatory is premature because discovery is just underway and remains limited.

INTERROGATORY NO. 21:

State all facts, list all documents, and identify all persons with knowledge regarding your allegation that Pitocco's signature was forged on his annuity application, including the identity of the person who allegedly conducted the forgery, the factual basis for Plaintiff's belief that "Defendants" forged that application, and the factual basis for Plaintiff's contention that Condit and Fortune Financial knew of and participated in the alleged forgery, and source of the information that allegedly supports these allegations.

ANSWER:

See transcript of deposition of Mr. Pitocco.

INTERROGATORY NO. 22:

Itemize the return of premiums to Conreal as alleged in Paragraph 39 of the Complaint, including the date and amount of each such refund.

ANSWER:

See Exhibit D to the original Complaint filed in this action.

INTERROGATORY NO. 23:

Describe why Western Reserve did not effect a chargeback as contained in Exhibit C to the Broker/Dealer Agreement of commissions and/or premiums paid to Fortune Financial and/or Condit with respect to the Annuity.

ANSWER:

Objection. This interrogatory seeks information that is irrelevant and not likely to lead to the discovery of admissible information.

INTERROGATORY NO. 24:

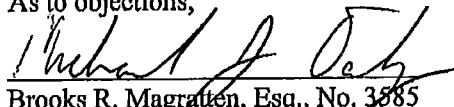
Identify all written requirements from Plaintiff that a Broker-Dealer, Registered Representative, Licensed Agent and/or Producer must (1) disclose the health of an applicant and/or annuitant; (2) disclose the relationship of an applicant and/or annuitant with a beneficiary; and (3) ensure that a beneficiary has an "insurable interest" in an applicant and/or annuitant. Please cite the section, paragraph, and/or page from each document.

ANSWER:

See Compliance Bulletin ("We will not accept annuity applications where the contract owner/applicant does not have an appropriate insurable interest in the life of the annuitant.") and Code of Professional Conduct (AEG 1125-1128).

Dated: August 2, 2013

As to objections,


Brooks R. Magratten, Esq., No. 3585
David E. Barry, Esq., *pro hac vice* admitted
Michael J. Daly, Esq. No. 6729
PIERCE ATWOOD LLP
Attorneys for Plaintiffs
10 Weybosset St., Suite 400
Providence, RI 02903
(401) 588-5113 [Tel.]
(401) 588-5166 [Fax]
bmagratten@pierceatwood.com
dbarry@pierceatwood.com
mdaly@pierceatwood.com

VERIFICATION

I, Christine Vohries, verify that:

1. I, Christine Vohries, am the Senior Director of Operations Western Reserve Life Assurance Co. of Ohio ("WRL") and Transamerica Life Insurance Company ("TLIC").
2. I have reviewed the foregoing answers to interrogatories and believe them to be accurate.
3. I have been authorized by WRL to execute this verification.

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

Executed on 8/2/2013

Christine Vohries

CERTIFICATE OF SERVICE

I hereby certify that on August 2, 2013, I served upon counsel for Defendants a copy of the foregoing Plaintiff Western Reserve Life Assurance Company of Ohio's Responses and Objections to Defendant Fortune Financial Services Inc.'s Interrogatories by sending a copy of the same via email and U.S. Mail, postage prepaid to counsel for Defendants, addressed as follows:

Robert G. Flanders, Jr., Esq.
Adam M. Ramos, Esq.
Hinckley, Allen & Snyder LLP
50 Kennedy Plaza, Suite 1500
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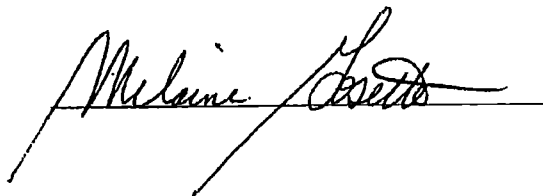
A handwritten signature in black ink, appearing to read "Melaine Lewis", is written over a horizontal line.

EXHIBIT A

EXHIBIT B



Brooks R. Magratten

10 Weybosset Street
Suite 400
Providence, RI 02903

401-588-5113 office
401-588-5166 fax
401-965-2506 cell
bmagratten@pierceatwood.com

pierceatwood.com

September 14, 2009

Mr. Anthony A. Pitocco
332 Cherry Hill Road
Johnston, Rhode Island 02919

Re: Affidavit

Dear Mr. Pitocco:

I enclose for your records a copy of the revised affidavit.

I hope all is well with you and Mrs. Pitocco. If you have any questions or concerns please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script that reads "Melaine Gosetti".

Melaine Gosetti
Legal Administrative Assistant

MJG/
Enclosure

AFFIDAVIT

STATE OF RHODE ISLAND)
) ss;
COUNTY OF PROVIDENCE)

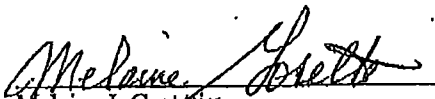
Anthony A. Pitocco, being duly sworn, says:

1. I reside at 332 Cherry Hill Road, Johnston, Rhode Island.
2. My date of birth is December 6, 1936.
3. I have been diagnosed with lung cancer.
4. I have not knowingly entered into any annuity contracts in the past year.
5. I do not know Conreal, LLC, Harrison Condit or Fortune Financial Services.
6. To my knowledge, I have never met or spoken with Harrison Condit or anyone from Conreal, LLC or Fortune Financial Services.
7. I did not ever discuss annuity contracts with Harrison Condit or anyone from Conreal, LLC or Fortune Financial Services.
6. The signature on the attached ten page document entitled "WRL Freedom Premier III Variable Annuity Application", no. 01N6042544 is not my signature and I did not sign that document.



Anthony A. Pitocco

Subscribed and sworn to before
me on this 4th day of
September, 2009.



Melaine J. Goshorn
NOTARY PUBLIC
My Commission Expires 07/30/2013

MEMORANDUM TO: BRM, MJD & FILE

FROM: MELAINE GOSETTI

RE: AEGON/ANNUITY INVESTIGATION

SUBJECT: 9/3/09 MEETING WITH ANTHONY PITOCCO

On September 3, 2009 I visited with Mr. Pitocco to follow up on a few questions pertaining to his signature on the annuity contract. As I drove up the driveway I noticed his wife leaving. I rolled down my window and asked her how Mr. Pitocco was feeling. She said not well. I then asked if this was not a good time and she no, this is fine and he's waiting for you. I entered through the back door which is up a flight of deck stairs. When Mr. Pitocco answered the door I told him that I entered through the back to avoid him from climbing the stairs. He said he was going to suggest that.

Mr. Pitocco was very pleasant and appeared to look okay. He needs oxygen much more frequently and told me he has to carry oxygen now when he leaves his home. He did not use oxygen while I was there.

I asked Mr. Pitocco what his concerns were regarding his signature on the Affidavit. He clearly and adamantly stated that paragraph 6 of the affidavit was not true. He said that the signature on the annuity application "does not look like his" where the affidavit states "looks like my signature, but I did not sign that document." It explained to him that we can easily change the language and I can schedule another visit to resign and notarize the affidavit. He agreed.

I also explained to Mr. Pitocco what the affidavit represented and showed him his signature on the annuity application. He proceeded to show several medical papers that he had

recently signed to compare signatures. He also had concern that his name was used on other insurance applications. I told Mr. Pitocco this was the only annuity application we have with his name on it. He thought he was involved with other insurance companies and referred to Brooks telling him "there were others." I assured Mr. Pitocco that Brooks was only referring to other people and not other polices.

I then asked Mr. Pitocco if he ever read or seen the pamphlet titled "Program for the Terminally Ill." He said he has never read or seen it. I also asked him if he ever heard of Raymour Radhakrishnan. He said no. He also mentioned that he saw pictures of Mr. Radhakrishnan and thought it was I that showed him. I explained that I did not show him any pictures. He said it must have been the FBI.

I asked Mr. Pitocco if he and his son ever met with Mr. Radhakrishnan. He said "no!" I then explained to Mr. Pitocco that Mr. Caramadre affirmed to Brooks that Raymour met with him and his son to sign the annuity. Mr. Pitocco was very upset and said if his children found out he was speaking with anyone they would put a "complete stop to it." I asked him if we could speak with his son, he said no. He then said that he is "trying to help us out" and would never involve his children. He again reiterated that if his children heard any of this that they would go "looking for them." Mr. Pitocco was not happy that his son was mentioned and said that makes him very upset. Mr. Pitocco has three sons and one daughter.

Mr. Pitocco's wife then arrived back from the store. Since Mrs. Pitocco spends much time in the hospital I showed her the pamphlet and asked if she ever seen or read it. She said no.

Mr. Pitocco and his wife spoke personally at length. Mr. Pitocco said his wife takes care of him. They don't have any visiting nurses because they "don't do a good job." Mrs.

Pitocco also told me that Mr. Pitocco has diabetes, a heart condition, colitis as well as the lung cancer. He has gone through many therapies and can no longer have radiation. He is also on many medications including morphine twice a day.

I will call Mr. Pitocco tomorrow morning to set up a convenient time to meet with him and notarize his signature on the revised affidavit.