REQUEST FOR ADJUDICATION OF DISCOVERY OR DEPOSITION DISPUTE UNDER STATEWIDE STANDING ORDER
JD-CV-119 Rev. 4-13

STATE OF CONNECTICUT
JUDICIAL BRANCH
www.jud.ct.gov

For Court Use Only
REQFADD

Instructions

1. *Fill out the form in full and file it with the clerk's office in the judicial district where the case is assigned.*
2. *In all cases that require e-filing, the Request For Adjudication Discovery Or Deposition Dispute must be e-filed by attorneys not excluded from e-filing and the filer must select "Request For Adjudication Discovery Or Deposition Dispute" when naming the form in e-filing.*

ADA NOTICE
The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at *www.jud.ct.gov/ADA*.

Judicial District	Name of Case	Docket number
STAMFORD - NORWALK	**LOMAS v. PARTNER WEALTH MANAGEMENT, LLC et al.**	**FST-CV15-5014808-S**
Print the name of the party filing this request: **PARTNER WEALTH MANAGEMENT, LLC (and all Defendants)**	Check whichever applies: [X] Discovery dispute [X] Deposition dispute	Trial date: **NOVEMBER 9, 2016**

Section 1 — Discovery Dispute

Specify motion number(s) or objection number(s) and titles to be decided and any related motion number(s) or related objection number(s) and titles:

NO. 159.00: MOTION FOR ORDER OF COMPLIANCE - PB SEC 13-14 [COMPEL DOCUMENTS AND INTERROGATORIES]

Section 2 — Deposition Dispute

Specify motion number(s) or objection number(s) and titles to be decided and any related motion number(s) or related objection number(s) and titles:

DEPOSITION OF WILLIAM LOMAS; SCHEDULED FOR JUNE 23, 2016

Request telephone conference *(For deposition dispute only)*: [X] Yes [ ] No

Section 3 — Affidavit

I certify the motion(s) or objection(s) or both specified above was or were filed within six months of the trial date and that bona fide attempts have been made to resolve these dispute(s) and counsel, or counsel and self-represented parties, or both, have been unable to reach an agreement.

Describe the communications held or attempted in trying to resolve these dispute(s) including the date, time and the persons who took part in each communication:

SEE ATTACHED AFFIDAVIT OF EDWARD D. ALTABET, ESQ. DATED JUNE 16, 2016 AND EXHIBITS THERETO.

I certify that the statement above is true and accurate to the best of my knowledge and belief.

Subscribed and sworn to before me on:	Date	Signed *(Affiant)*	Signed *(Notary, Comm. of Superior Court, Assistant Clerk)*

Certification

I certify that a copy of this document was mailed or delivered electronically or non-electronically on *(date)* **JUNE 16, 2016** to all attorneys and self-represented parties of record and that written consent for electronic delivery was received from all attorneys and self-represented parties receiving electronic delivery.

Name and address of each party and attorney that copy was mailed or delivered to*

THOMAS J. RECHEN, ESQ.
MCCARTER & ENGLISH, LLP
CITYPLACE I, 185 ASYLUM STREET
HARTFORD, CT 06103-3495

*If necessary, attach additional sheet or sheets with name and address which the copy was mailed or delivered to.

Signed *(Signature of filer)*	Print or type name of person signing	Date signed
▶	**EDWARD D. ALTABET**	**6/16/16**
Mailing address *(Number, street, town, state and zip code)*		Telephone number
12 EAST 49TH STREET, 26TH FLOOR, NEW YORK, NY 10017		**646.690.4980**

Print Form Reset Form

DOCKET NO.: FST CF 15-5014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS,	)	JUDICIAL DISTRICT OF
	)	STAMFORD/NORWALK
Plaintiffs,	)	
	)	AT STAMFORD
versus	)	
	)	
PARTNER WEALTH MANAGEMENT, LLC	)	
KEVIN G. BURNS, JAMES PRATT-HEANEY,	)	JUNE 16, 2016
AND WILLIAM P. LOFTUS	)	
	)	
Defendants.	)	

AFFIDAVIT OF EDWARD D. ALTABET IN SUPPORT OF DEFENDANTS' REQUEST FOR ADJUDICATION OF DISCOVERY AND DEPOSITION DIPSUTE PURSUANT TO CIVIL MATTERS – STATEWIDE STANDING ORDER

STATE OF NEW YORK)
) ss. New York
COUNTY OF NEW YORK)

EDWARD D. ALTABET, being duly sworn, deposes and states:

1. I am Of Counsel with the law firm Gerard Fox Law P.C., counsel of record to the Defendants in the above-captioned action. I believe in the obligation of oaths. I am duly admitted *pro hac vice* before the Court in this action. In my capacity as counsel to the Defendants, I have personal knowledge of the statements made herein. I am submitting this affidavit in support of Defendants' Request for Adjudication of Discovery or Deposition Dispute Under Statewide Standing Order per form JD-CV-119.

2. Under the current scheduling order that was so-ordered by the Court on May 23, 2016, trial in the above-captioned action is scheduled for November 9, 2016 (the "Trial Date").[1] Thus, the Trial Date is roughly 5 months away.

[1] Defendants Motion No. 159.00 – to compel the production of documents and responses to interrogatories – contained a scriveners error and incorrectly stated that the trial date was November 7, 2016.

3. The instant application is necessary because on June 15, 2016, Plaintiff's counsel informed me telephonically that: (a) he intended to direct the Plaintiff, William Lomas ("Lomas") not to answer questions relating to Defendants' affirmative defenses and counterclaims at his deposition, which is scheduled for June 23, 2016; and (b) Plaintiff would continue to refuse to produce certain documents and respond to interrogatories in advance of his deposition that are relevant to this lawsuit.

I. RELIEF REQUESTED

4. Defendants seek the following orders:

   a. An order compelling Lomas to appear for his deposition on June 23, 2016, and to answer all questions posed to him that relate to the subject matter of this action, including those that concern or relate to Defendants' affirmative defenses and counterclaims; and

   b. an order compelling Lomas to produce documents responsive to Document Request Nos. 14 and 15 and Interrogatory No. 3 by the close of business on June 20, 2016.

5. As noted above, the Trial Date is November 9, 2016.

II. THE UNIQUE PROCEDURAL POSTURE OF THE CASE

6. The instant discovery disputes arise from the somewhat strange procedural posture of the case.

7. Although Plaintiff commenced this action nearly a year ago, on June 26, 2016, and trial is scheduled to commence on November 9, 2016, the pleadings are not yet closed.

8. The pleadings are not yet closed because pending before the Court (Hon. Donna Nelson Heller) is Defendants' Motion to Strike Counts 2, 3, 4, 5, and 6 of Plaintiff's seven count Amended Complaint.

9. Defendants' filed their Motion to Strike on January 29, 2016, but their prior counsel took the motion off calendar when the parties were engaging in settlement discussions during February 2016. The settlement negotiations broke down and Defendants retained new counsel, Gerard Fox Law P.C., at the beginning of March 2016. We immediately restored the Motion to Strike to the calendar.

10. Plaintiff filed his opposition to the Motion to Strike on March 28, 2016. Defendants filed their reply on April 20, 2016. And the Court heard oral argument on the Motion to Strike on May 9, 2016.

11. The Motion to Strike raises important issues of Connecticut law, in particular whether members of a limited liability company owe each other fiduciary duties. Both parties recognized in their papers that there is a split of authority in Connecticut on this issue. Thus, the Court needs sufficient time to carefully consider these serious and important matters of Connecticut law. But the fact that the Motion to Strike is pending is precluding Defendants from formally filing their answer and counterclaims.

12. Ordinarily under Connecticut law, if a defendant files a responsive pleading, the defendant waives the objections available to it on a motion to strike. *See* Practice Book § 10-6. Thus, Defendants cannot formally file their responsive pleading – which will consist of an answer with affirmative defenses and counterclaims – until a decision has been rendered on the Motion to Strike, lest the Plaintiff argue or the Court conclude that the objections raised in the Motion to Strike have been waived.

13. However, under the scheduling order, Defendants must conduct and conclude discovery by September 2, 2016 – the discovery cut-off date – otherwise they will suffer substantial prejudice.

14. In an effort to balance (a) the Defendants' need to conduct and conclude discovery by September 2, 2016, without the risk of waiving their objections raised on the Motion to Strike; (b) the Court's need for sufficient time to consider the important issues raised by the Motion to Strike; and (c) Plaintiff's need for fair and adequate notice of Defendants' affirmative defenses and counterclaims, Defendants provided Plaintiff with a draft of their Answer and Counterclaims on May 27, 2016. (Attached hereto as **Exhibit 2.J** is a true and correct copy of the draft answer and counterclaims I provided to Plaintiff on May 27, 2016.)[2]

15. The draft Answer set forth numerous affirmative defenses. And the 138 paragraph draft Counterclaim Complaint alleges misconduct by Lomas and ten causes of action, including: (a) breach of the implied covenant of good faith and fair dealing; (b) negligent performance of duties; (c) fraud via false promise; (d) breach of non-solicitation covenants; (e) breach of fiduciary duties[3]; (f) punitive damages; and (g) declaratory judgment.[4]

---

[2] On June 8, 2016, Defendants filed a motion to compel. **Exhibit 1** hereto is the Motion to Compel and **Exhibit 2** hereto is the Affidavit of Edward D. Altabet in support of the Motion to Compel, together with **lettered Exhibits A-L to that affidavit.**

[3] Defendants have contended in their Motion to Strike that members of a limited liability company do not owe each other fiduciary duties. The draft Counterclaim Complaint's causes of action for breach of fiduciary duties will be re-evaluated if the Court rules in favor of Defendants. However, Plaintiff is on fair notice that Defendants intend to plead causes for breach of fiduciary duties if the Court rules against Defendants on the Motion to Strike.

[4] In connection with Defendants' application to vacate a prejudgment remedy and to impose a prejudgment remedy on Lomas, which was filed on June 3, 2016 and is set for a hearing on July 5, 2016, Defendants filed a revised version of their draft Answer and Counterclaims. The sum and substance of the allegations remained the same as the draft provided to Plaintiff on May 27, 2016.

III. LOMAS' PREEMPTIVE REFUSAL TO ANSWER QUESTIONS RELATING TO DEFENDANTS' DEFENSES AND CLAIMS AT HIS DEPOSITION

16. On April 7, 2016, Defendants duly noticed Plaintiff's deposition for April 20, 2016. (*See* **Exhibit 3**). The parties conferred in good faith regarding a mutually convenient time to conduct the deposition and agreed that Lomas' deposition would take place on June 23, 2016.

17. On June 15, 2016, Thomas Rechen, Esq., Plaintiff's counsel, called me to inform me that he intended to direct Plaintiff to refuse to answer questions at his deposition relating to the Defendants' Answer and Counterclaims.

18. Lomas' position is that since the Answer and Counterclaims have not been filed by the Defendants, Defendants may not question Lomas in connection with their defenses to the action nor their counterclaims against Lomas.

19. I asked Mr. Rechen to provide me with any authority that he believed permitted him to direct his client to refuse to answer questions concerning Defendants' defenses and counterclaims. Mr. Rechen declined to provide me with any such authority.

20. Instead, Mr. Rechen offered Defendants' three options: (a) he would cause Lomas to appear at the deposition, but only if Defendants agreed, pursuant to a "Gentlemen's Agreement," that they would not pose any questions relating to their defenses and counterclaims; (b) the parties adjourn the deposition until after the Motion to Strike is adjudicated and Defendants' filed their Answer and Counterclaims; or (c) he would cue the matter up to the Court by way of a motion for a protective order – which, he explained, would have the collateral consequence of adjourning Lomas' deposition.

21. None of these options are acceptable. Lomas' deposition has been scheduled for several weeks and trial is fast approaching. Discovery needs to be conducted in a timely and

efficient matter. And there is no basis for Lomas' pre-emptive refusal to answer questions concerning Defendants' defenses and counterclaims.

22. Lomas' position – that Defendants cannot ask questions of him at his deposition that are relevant to their affirmative defenses or counterclaims – is completely untenable for at least three reasons.

23. **First**, as pointed out in Defendants' motion to compel discovery (*see* discussion *infra* ¶¶ _-_; Exhibit 1 hereto), Plaintiff's position is contrary to law. Practice Book § 13-2 provides in pertinent part that: "In any civil action * * * a party may obtain in accordance with the provisions of this chapter discovery of information or disclosure ... **material to the subject matter involved in the pending action** * * *". Connecticut Courts have consistently held that the touchstone for whether discovery is permissible is whether the sought after information is "material to the subject matter involved in the pending action." "Information material to the subject matter of a lawsuit certainly includes a broader spectrum of data than that which is material to the precise issues raised in the pleadings." *Rosado v. Bridgeport Roman Catholic Diocesan Corp.*, 1995 WL 348181, CV 93-302072, at *6 (Sup. Ct. May 31, 1995) (bracket omitted). "The key phrase in this definition – 'material to the subject matter involved in the pending action' – has been construed broadly to encompass any matter that bears on, or that reasonably could lead to other matter that could bear on any issue that is or **may be in the case**." *Id.* (quoting *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 351 (1978) (emphasis added; brackets omitted). "The court should and ordinarily does interpret 'material' very broadly to mean matter that is relevant to anything that is **or may become an issue** in the litigation." *Id.* (emphasis added) (quoting *Oppenheimer*, quoting 4 J. Moore, Fed. Prac. ¶ 26.56, p. 26-131 n.34 (2d ed. 1976)). The issues raised in Defendants' affirmative defenses and counterclaims are

issues in this litigation. And Plaintiff has actual and adequate notice of these issues by being provided with a draft of the Answer and Counterclaims.

24. **Second**, Lomas' position – that a pleading must be filed before it is cognizable – is inconsistent with other provisions of Connecticut law. Consider, for example, a plaintiff's motion for a prejudgment remedy. Such an application requires the plaintiff to take "into account any known defenses, counterclaims or set-offs." Conn. Gen. Stat. § 52-278c(a)(2). But at the time a prejudgment remedy application is filed, a defendant may not have interposed a responsive pleading. Yet the Plaintiff is not relieved of the obligation to take into account known defenses, counterclaims or set offs. Thus, Connecticut law does not require that a pleading be filed before practical consideration can be given to a party's defenses, counterclaims, or set-offs.

25. **Third**, as a practical matter, if Defendants are not permitted to inquire of Lomas as to all matters that are relevant to this lawsuit, Defendants will be substantially and materially prejudiced. Trial is scheduled for November 9, 2016, and not a single deposition has taken place yet. The Court must take the time it needs to decide the Motion to Strike, but discovery must proceed. Defendants' provided Plaintiff with a draft of their Answer and Counterclaims in an effort to avoid disturbing the Court and in order to provide full and fair notice to the Plaintiff as to their defenses and counterclaims in this action. Plaintiff's position is not simply unreasonable, but clearly a dilatory tactic. Defendants Answer and Counterclaims are going to be filed one way or another because even if Defendants are wholly successful on their Motion to Strike, at least two counts of the Amended Complaint will remain. Plaintiff is on fair notice as to Defendants' defenses and counterclaims and he should be compelled to answer questions concerning Defendants' defenses and counterclaims at his deposition.

IV. DEFENDANTS MOVED TO COMPEL ON JUNE 8, 2016 BECAUSE LOMAS HAS REFUSED TO COMPLY WITH HIS DISCOVERY OBLIGATIONS

26. On June 8, 2016, Defendants filed a motion (a) to compel the production of certain documents by Plaintiff; and (b) to compel the Plaintiff to respond to an interrogatory. (Attached hereto as **Exhibit 1 and 2** are a true and correct copy of the motion and the affidavit of Edward D. Altabet in support of the motion). Defendants' motion sought to compel documents and responses to three discovery demands propounded on October 30, 2015:

a. **Document Request No. 14:** "All personal or business calendars, diaries, time entries or other records that show or reflect [Lomas'] scheduled work activities for the period between January 1, 2014 and January 13, 2015."

b. **Document Request No. 15:** "All documents concerning any communications, including, but not limited to, notes, memoranda, emails, phone records and electronic recordings, between you and any present or former client listed on Schedule E of the Partner Wealth Management LLC Limited Liability Company Agreement dated January 1, 2015 from January 13, 2015 through the present."

c. **Interrogatory No. 3:** "Identify each and every current or former client list on Schedule E of the Partner Wealth Management LLC Agreement dated January 1, 2015 with whom you have had any communication since January 13, 2015 and for each such person identified set forth the date, time and reason for each communication and identify all documents relating to each of the above-identified communications."

27. As detailed in the motion and attorney affidavit in support of the motion, Lomas is refusing to produce responsive documents and to respond to the interrogatory on the same

ground that he is now attempting to use as a basis for pre-emptively refusing to answer questions at his deposition, namely, the Answer and Counterclaims have not been filed.

28. Lomas impliedly concedes that documents responsive to Request Nos. 14 and 15 and Interrogatory No. 3 seek relevant information *viz.* Defendants' defenses and counterclaims. But he has refused to comply with his discovery obligations on the ground that the sought after discovery "remains premature." As demonstrated above, and as demonstrated in Defendants' motion to compel, Plaintiff's position lacks merit. Discovery may be had on any "matter that is relevant to anything that is **or may become an issue** in the litigation." *Rosado*, *supra*, 1995 WL 348181, at *6 (emphasis added).

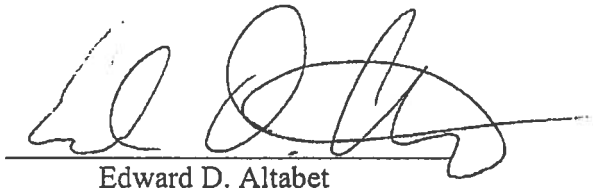
V. CONCLUSION

29. I respectfully submit that the parties are at an impasse despite bona fide attempts to resolve their differences concerning these discovery disputes.

30. Wherefore, Defendants respectfully request that the Court order Lomas to:

a. Answer any and all questions posed to him at his deposition scheduled for June 23, 2016 concerning or relating to all issues material to the subject matter involved in the pending action, including Defendants affirmative defenses and counterclaims; and

b. Produce all documents responsive to Document Request Nos. 14 and 15 and respond to Interrogatory No. 3 by 5p.m. on June 20, 2016.



Edward D. Altabet

Subscribed and sworn to this 16 day of JUNE, 2016.

Notary Public

DAVID GRIFFIN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GR6146015
Qualified in New York County / Bronx
My Commission Expires 9/28/18

EXHIBIT 1

DOCKET NO.: FST CF 15-5014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS,	)	JUDICIAL DISTRICT OF
	)	STAMFORD/NORWALK
Plaintiffs,	)	
	)	AT STAMFORD
versus	)	
	)	
PARTNER WEALTH MANAGEMENT, LLC	)	
KEVIN G. BURNS, JAMES PRATT-HEANEY,	)	JUNE 8, 2016
AND WILLIAM P. LOFTUS	)	
	)	
Defendants.	)	

MOTION TO COMPEL

Pursuant to Connecticut Practice Book § 13-14, Defendants, Partner Wealth Management, LLC ("**PWM**"), Kevin Burns ("**Burns**"), William Loftus ("**Loftus**"), and James Pratt-Heaney ("**Pratt-Heaney**") hereby move to compel Plaintiff, William Lomas ("**Lomas**"), to produce documents responsive to Requests Nos. 14 and 15 of Defendants' First Set of Document Requests ("**Document Requests**") and a response to Interrogatory No. 3 contained in Defendants' First Set of Interrogatories ("**Interrogatories**"). Because Plaintiff's refusal to produce and respond is particularly frivolous – risking undue prejudice to Defendants and likely causing a delay of trial – Defendants' also move for an award of costs, including reasonable attorneys' fees, in connection with bringing this motion.

PRELIMINARY STATEMENT

Plaintiff is engaging in the worst kind of discovery gamesmanship: although he has benefitted from Defendants' full and good faith compliance with their discovery obligations, Plaintiff refuses to comply with his discovery obligations, thereby prejudicing Defendants. Although Plaintiff impliedly concedes that the three discovery requests at issue in this motion seek relevant information, Plaintiff is attempting to game the discovery process by refusing to

produce on the ground that the three requests "remain premature" because Defendants have not been able to formally file their Answer and Counterclaims. Plaintiff's position is not simply meritless, but prejudicial and frivolous. Lomas' deposition is scheduled for June 23, 2016 and trial is scheduled to commence in just six months – on November 7, 2016. Plaintiff is on notice as to Defendants' anticipated defenses and counterclaims because Defendants provided him with a draft copy of their Answer and Counterclaim Complaint. For the reasons set forth below, Defendants respectfully request that the Court compel Lomas to comply with his discovery obligations.

BACKGROUND

Plaintiff commenced this action almost a year ago on June 25, 2015. Discovery commenced thereafter. Relying on documents produced in discovery by the Defendants, on December 15, 2015, Plaintiff moved for leave to amend. The proposed Amended Complaint became the operative complaint by operation of law on December 30, 2015. *See* Practice Book § 10-60(a)(3).

The Amended Complaint alleges seven causes of action. On January 29, 2016, Defendants filed a motion to strike five of the seven counts. The Court heard oral argument on Defendants' motion to strike on May 9, 2016. A decision on the motion has not been rendered.

Although discovery has been proceeding – and a trial date is set for November 7, 2016 – the pleadings are not yet closed. The Defendants have not yet been able to file their Answer and Counterclaims because of the pendency of the motion to strike – as filing a responsive pleading while the motion to strike is pending risks substantial prejudice to the Defendants as the Plaintiff might argue or the Court might conclude that the interposition of the responsive pleading waives the objections raised in the motion to strike. But importantly, regardless of how

the Court rules on the Defendants' motion to strike, the Defendants will file an Answer and Counterclaims because their motion to strike attacks only some – but not all – of the counts in the Amended Complaint.

THE PRESENT DISCOVERY DISPUTE

At issue in the instant motion are three discovery demands. Defendants' Document Requests and Interrogatories, both served over seven months ago – on October 30, 2015 – requested, among other things, the following:

- **Request No. 14:** "All personal or business calendars, diaries, time entries or other records that show or reflect [Lomas'] scheduled work activities for the period between January 1, 2014 and January 13, 2015."

- **Request No. 15:** "All documents concerning any communications, including, but not limited to, notes, memoranda, emails, phone records and electronic recordings, between you and any present or former client listed on Schedule E of the Partner Wealth Management LLC Limited Liability Company Agreement dated January 1, 2015 from January 13, 2015 through the present."

- **Interrogatory No. 3:** "Identify each and every current or former client list on Schedule E of the Partner Wealth Management LLC Agreement dated January 1, 2015 with whom you have had any communication since January 13, 2015 and for each such person identified set forth the date, time and reason for each communication and identify all documents relating to each of the above-identified communications."

(*See* Altabet Aff. Exs. A and B).

Plaintiff interposed boilerplate objections to these three requests on relevance grounds on November 30, 2015. (*See* Altabet Aff. Exs. C and D). The parties exchanged meet-and-confer letters over the next few months. (*See, e.g.*, Altabet Aff. Exs. E and F). On May 6, 2016, Plaintiff served supplemental objections and responses that represented that Plaintiff had produced all documents demanded and responded to all interrogatories, but refused to produce

documents responsive to Requests Nos. 14 and 15 and respond to Interrogatory No. 3 on the same relevance objection. (*See* Altabet Aff. Ex. G and H).

In an effort to move discovery along and adhere to the schedule in this case, on May 27, 2016, Defendants sent a letter (the "**May 27 Letter**") to Plaintiff together with a draft of their Answer ("**Draft Answer**" or "**DA**") and Counterclaims ("**Draft Counterclaims**" or "**DCC**") in order to provide Plaintiff notice as to Defendants' expected affirmative defenses and Counterclaim Plaintiffs' expected counterclaims. (*See* Altabet Aff. Exs. I and J).

As detailed in the May 27 Letter, documents responsive to Request No. 14 are relevant because the DCC alleges, among other things, that Lomas failed to perform as expected of him by the other Members and in derogation of the standards of care required of a wealth manager. (Ex. J [DCC ¶¶ 11, 25-44]). Counts 1 and 2 of the DCC state causes of action for breach of the implied covenant of good faith and fair dealing and negligent performance of duties. (Ex. J [DCC ¶¶ 72-90]). Counterclaim Plaintiffs' seek damages as a result, set off pursuant to Section 7.8(d) of the PWM LLC Agreement, effective January 1, 2015 (the "**2015 PWM Agreement**"),[1] and costs and attorneys' fees.

Significantly, Defendants' have broad and sweeping contractual set off rights such that both PWM and the individual defendants are contractually entitled to:

> set off against any installment payments pursuant to its purchase of Interests under this Agreement an amount equal to all costs, expenses (including attorneys' fees) and damages incurred as a result of (i) a breach by the Member of this Section 7.8 or any other section of this Agreement, (ii) the negligence, gross negligence or willful misconduct of the Member, or (iii) any provision of any non-competition, confidentiality and/or non-solicitation agreement to which the Member is a party.

(*See* 2015 PWM Agreement § 7.8(d); *accord* 2009 PWM Agreement § 8.9(d)).

---

[1] Even if Plaintiff were correct – and he is not – that the PWM LLC Agreement dated Nov. 30, 2009 (the "**2009 PWM Agreement**") were controlling, Section 8.9(d) of the 2009 PWM Agreement is materially identical.

Request No. 15 and Interrogatory No. 3 seek information relating to Lomas' communications with clients subsequent to his withdrawal. The May 27 Letter explained that the DCC alleges that Lomas has breached his non-solicitation covenants and seeks damages and equitable remedies. (Ex. J [DCC ¶¶ 66-71; 103-113; 131-136]). Indeed, on June 3, 2016, Defendants moved for the imposition of a prejudgment remedy in connection with Lomas' alleged breach of the non-solicitation covenants. As such, Request No. 15 and Interrogatory No. 3 seek information that is relevant to this lawsuit.

On June 6, 2016, after not receiving a response to the May 27 Letter, Defendants' counsel followed up and requested that Plaintiff confirm that he would be producing documents responsive to Request Nos. 14 and 15 and would be responding to Interrogatory No. 3 by the close of business on June 7, 2016 – since Lomas' deposition is scheduled for June 23, 2016. (*See* Altabet Aff. Ex. K).

On June 6, 2016, Plaintiff's counsel sent a letter refusing to produce. (*See* Altabet Aff Ex. L). The letter impliedly conceded that the sought after discovery is indeed relevant to Defendants' and Counterclaim Plaintiffs' defenses and counterclaims, but – despite being provided with a draft of the Answer and Counterclaim Complaint – Plaintiff asserted, without a shred of authority, that the sought after discovery "remains premature."

As Plaintiff has now stonewalled for over 7 months and consistently refused to produce and respond to these three requests, Defendants are left with no choice but to seek the aid of the Court. For the reasons set forth below, Plaintiff's refusal to produce documents responsive to Request Nos. 14 and 15 and to respond to Interrogatory No. 3 are without merit. The refusal is also prejudicial as Lomas' deposition is scheduled for June 23, 2016 and trial scheduled to begin on November 7, 2016. Defendants and soon-to-be Counterclaim Plaintiffs respectfully request

an order compelling Lomas to produce responsive documents and to respond to Interrogatory No. 3. And Defendants also seek costs and reasonable attorneys' fees in connection with this motion.

ARGUMENT

It is hornbook law that Connecticut favors broad disclosure and a liberal construction of the its discovery rules, which are designed to make a "trial less a game of blindman's bluff and more a fair contest with the basic issues and facts disclosed to the fullest practical extent." *See Picketts v. Int'l Playtex, Inc.*, 215 Conn. 490, 508 (1990) (quoting U.S. v. Proctor & Gamble Co., 356 U.S. 677 (1958). To that end, Practice Book § 13-2 provides in pertinent part:

> In any civil action * * * a party may obtain in accordance with the provisions of this chapter discovery of information or disclosure, production and inspection of papers, books, documents and electronically stored information **material to the subject matter involved in the pending action**, which are not privileged, whether the discovery or disclosure relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party, and which are within the knowledge, possession or power of the party or person to whom the discovery is addressed. **Discovery shall be permitted if the disclosure sought would be of assistance in the prosecution or defense of the action** and if it can be provided by the disclosing party or person with substantially greater facility than it could otherwise be obtained by the party seeking disclosure.

(emphasis added).

The touchstone for whether discovery is permissible is whether the sought after information is "material to the subject matter involved in the pending action." "Information material to the subject matter of a lawsuit certainly includes a broader spectrum of data than that which is material to the precise issues raised in the pleadings." *Rosado v. Bridgeport Roman Catholic Diocesan Corp.*, 1995 WL 348181, CV 93-302072, at *6 (Sup. Ct. May 31, 1995) (bracket omitted). "The key phrase in this definition – 'material to the subject matter involved in

the pending action' – has been construed broadly to encompass any matter that bears on, or that reasonably could lead to other matter that could bear on any issue that is or **may be in the case.**" *Id.* (quoting *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 351 (1978) (emphasis added; brackets omitted). "The court should and ordinarily does interpret 'material' very broadly to mean matter that is relevant to anything that is **or may become an issue** in the litigation." *Id.* (emphasis added) (quoting *Oppenheimer*, quoting 4 J. Moore, Fed. Prac. ¶ 26.56, p. 26-131 n.34 (2d ed. 1976)).

The Connecticut Courts have interpreted the phrase – "material to the subject matter involved in the pending action" – as encompassing matters that **may become an issue** in the litigation. Indeed, this is interpretation is reinforced by very next sentence of Practice Book § 13-2, which is stated in the imperative: "[d]iscovery shall be permitted if the disclosure sought would be of assistance in the prosecution or defense of the action."

Here, as demonstrated above, there can be no doubt that the sought after information is relevant to matters that are or are about to become issues in the litigation. Lomas' performance while at PWM and Lomas' communications with PWM's current and former clients after his withdrawal from PWM are issues in this litigation. These issues are connected to Defendants' affirmative defenses and counterclaims and implicate Defendants' rights under the broad and sweeping contractual set off provisions contained in the PWM operating agreement.

A. Costs and Attorneys' Fees

Plaintiff is intentionally delaying this action by his unjustified refusal to produce and respond to proper discovery demands. Plaintiff is on due notice as to the broad thrust of Defendants' defenses and Counterclaim Plaintiff's counterclaims because he was provided with a draft pleading. Indeed, even if he were not provided with the a copy of the draft pleadings, the

discovery would still unquestionably be proper as the contractual set off provision that Defendants are relying upon is contained within an agreement that Plaintiff annexed to his Amended Complaint. (See Am. Compl. Ex. A). Plaintiff cannot deny that Requests Nos. 14 and 15 and Interrogatory No. 3 seek information that is "material to the subject matter involved in the pending action" and "would be of assistance in the ... defense of the action." Because Lomas' refusal to comply with his discovery obligations is completely unjustifiable, and risks both prejudice to the Defendants and a delay of the trial, costs and fees, including reasonable attorneys' fees should be awarded to the Defendants. *See* Practice Book § 13-14(b)(2). It took counsel, Edward Altabet, approximately 5 hours to draft and prepare this application and the accompanying affidavit. Mr. Altabet's billable rate is $570/hour. Therefore, Defendants respectfully request costs and their reasonable attorneys' fees of $2,850.

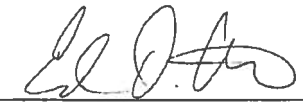
CONCLUSION

For the foregoing reasons, Defendants and soon-to-be Counterclaim Plaintiffs respectfully requests that the Court order:

1. Lomas to fully and fairly comply with Request Nos. 14 and 15;
2. Lomas to fully and fairly comply with Interrogatory No. 3; and
3. that Defendants, as the discovering party, be awarded the costs of this Motion to Compel, including reasonable attorney's fees.

Dated: June 8, 2016
New York, New York

THE DEFENDANTS AND SOON-TO-BE COUNTERCLAIM PLAINTIFFS,

By: 

Edward D. Altabet (*pro hac vice*)
Gerard Fox Law P.C.

12 East 49th Street
26th Floor
New York, NY 10017
Tel. 646.690.4980
Juris # 437662
ealtabet@gerardfoxlaw.com

-and-

Richard C. Buturla
Berchem, Moses & Devlin, P.C.
75 Broad Street
Milford, CT 06460
Tel. 203.783.1200
Juris # 022801

CERTIFICATION

This is to certify that a copy of the foregoing has been mailed, postage prepaid, on the 8TH day of June 2016 to:

Thomas Rechen
McCarter & English, LLP
CityPlace I
185 Asylum Street
Hartford, Connecticut 06103

RICHARD C. BUTURLA

EXHIBIT 2

DOCKET NO.: FST CF 15-5014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS,	)	JUDICIAL DISTRICT OF
	)	STAMFORD/NORWALK
Plaintiffs,	)	
	)	AT STAMFORD
versus	)	
	)	
PARTNER WEALTH MANAGEMENT, LLC	)	
KEVIN G. BURNS, JAMES PRATT-HEANEY,	)	JUNE 8, 2016
AND WILLIAM P. LOFTUS	)	
	)	
Defendants.	)	

AFFIDAVIT OF EDWARD D. ALTABET

STATE OF NEW YORK)
) ss. New York
COUNTY OF NEW YORK)

EDWARD D. ALTABET, being duly sworn, deposes and states:

1. I am Of Counsel with the law firm Gerard Fox Law P.C., counsel of record to the Defendants in the above-captioned action. I believe in the obligation of oaths. I am duly admitted *pro hac vice* before the Court in this action. In my capacity as counsel to the Defendants, I have personal knowledge of the statements made herein.

2. Pursuant to Practice Book §§ 13-8(b) and 13-10(c), I hereby certify that, as detailed in the documents attached hereto, I made bona fide attempts to resolve differences with counsel for the Plaintiff, Thomas Rechen and Brittany Killian, regarding the Plaintiff's Objections to the Defendants' Interrogatories and Requests for Production that are the subject of the instant motion.

3. Attached hereto as **Exhibit A** is a true and correct copy of Defendants' First Request for the Production of Documents dated October 30, 2015.

4. Attached hereto as **Exhibit B** is a true and correct copy of Defendants' First Set of Interrogatories dated October 30, 2015.

5. Attached hereto as **Exhibit C** is a true and correct copy of Plaintiff's Objections to Defendants' First Request for the Production of Documents dated November 30, 2015.

6. Attached hereto as **Exhibit D** is a true and correct copy of Plaintiff's Objections to Defendants' First Set of Interrogatories dated November 30, 2015.

7. Attached hereto as **Exhibit E** is a true and correct copy of a letter from Defendants' prior counsel, Mintz Levin, to Plaintiff's counsel, McCarter & English, dated December 15, 2015.

8. Attached hereto as **Exhibit F** is a true and correct copy of a letter from Plaintiff's counsel to Defendants' counsel dated January 21, 2016.

9. Attached hereto as **Exhibit G** is a true and correct copy of Plaintiff's Responses Objections to Defendants' First Set of Document Requests dated May 6, 2016.

10. Attached hereto as **Exhibit H** is a true and correct copy of Plaintiff's Responses and Objections to Defendants' First Set of Interrogatories dated May 6, 2016.

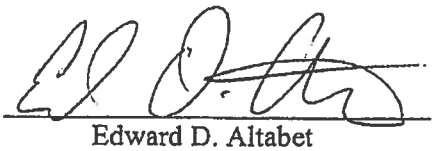
11. Attached hereto as **Exhibit I** is a true and correct copy of a letter from Defendants' counsel to Plaintiff's counsel dated May 27, 2016.

12. Attached hereto as **Exhibit J** is a true and correct copy of a draft of the Answer and Counterclaims provided to Plaintiff on May 27, 2016.

13. Attached hereto as **Exhibit K** is a true and correct copy of an email chain dated June 6, 2016 between counsel for the parties.

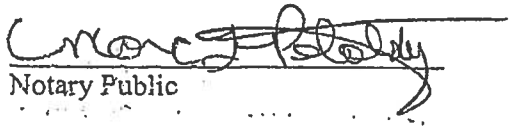
14. Attached hereto as **Exhibit L** is a true and correct copy of a letter from Plaintiff's counsel to Defendant's counsel dated June 6, 2016.

15. I respectfully submit that the foregoing constitutes bona fide attempts to resolve the differences concerning the subject matter of the objections to the discovery and that counsel have been unable to reach an accord.



Edward D. Altabet

Subscribed and sworn to this 8th day of June, 2016.



Notary Public

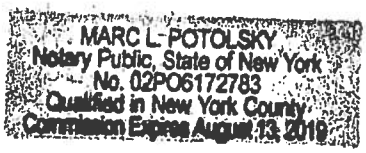


EXHIBIT A

DOCKET NO. FST-CV-155014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS	)	JUDICIAL
	)	DISTRICT OF
	)	STAMFORD/
	)	NORWALK
Plaintiff,	)	
v.	)	
	)	AT STAMFORD
PARTNER WEALTH MANAGEMENT, LLC	)	
ET AL.	)	
	)	October 30, 2015
Defendants.	)	

DEFENDANTS' FIRST SET OF DOCUMENT REQUESTS TO PLAINTIFF

Pursuant to Connecticut Practice Book § 13-9, Defendants Partner Wealth Management, LLC ("PWM"), Kevin G. Burns, James Pratt-Heaney and William Loftus (the "Individual Defendants" and, together with PWM, "the Defendants") hereby request that Plaintiff William Lomas ("Plaintiff") make the documents contained in the following requests for production available at the offices of Mintz Levin, Chrysler Center, New York, New York, 10017, within (thirty) 30 days of service of this request.

INSTRUCTIONS AND DEFINITIONS

Unless the terms of a particular request specifically indicate otherwise, the following instructions and definitions are applicable throughout the requests and are incorporated into each specific request. These instructions and definitions are for the purposes of these requests only.

1. The term "document" shall have the meaning ascribed to it in Connecticut Practice Book § 13-1 and shall include all electronically stored information and every other written or other tangible thing of every kind and description, however produced or reproduced, whether in draft or final form, original or reproduction. It includes copies containing additional writing or marks not present on the originals and copies that are otherwise not identical copies of

the originals. It also includes, but is not limited to, any writing, correspondence, brief, memorandum, report, or analysis -- whether handwritten, typed, printed or produced in some other manner -- as well as any drawing, graph, chart, photograph, film, tape, magnetic or optical disk, microfiche, electronic mail (a.k.a. "e-mail" or "email") (including e-mail saved on computers, e-mail in hard copy form, and any deleted messages which may be retrieved from backup systems or from your Internet Service Provider), electronic device, or any other means of recording or storing information or data compilations from which information may be obtained. The term "document" shall be construed to the broadest extent possible.

2. The term "communications" includes any transmittal of information, including letters or other written forms of information, transmission, oral conversations (whether in person or by telephone), transmissions of information by or between computer equipment or devices, and transmittal of information by any other means.

3. The word "concerning" includes relating to, referring to, mentioning, containing, summarizing, concerning (directly or indirectly), supporting, contradicting, addressing in any way or otherwise dealing with the subject matter of the request.

4. The terms "Plaintiff," "you" and "your" refer to the Plaintiff William A. Lomas.

5. "PWM" refers to Partner Wealth Management LLC and any of its members, officers, directors, agents, servants, employees, representatives, and any other persons acting or purporting to act on behalf of PWM as so defined.

6. "LLBH" refers to LLBH Private Wealth Management LLC and any of its members, officers, directors, agents, servants, employees, representatives, and any other persons acting or purporting to act on behalf of LLBH as so defined.

7. "Focus" refers to Focus Financial Partners, LLC and any of its members, officers, directors, agents, servants, employees, representatives, and any other persons acting or purporting to act on behalf of Focus as so defined.

8. "FA Insight" refers to FA Insight LLC and any of its members, officers, directors, agents, servants, employees, representatives, and any other persons acting or purporting to act on behalf of FA Insight as so defined.

9. The term "person" shall mean and include natural person, corporation, company, association, firm, partnership, proprietorship, joint venture or other business or legal entity, and officers, directors, employees, agents, servants, attorneys, or representatives of any such entity.

10. "Complaint" refers to the Complaint Plaintiff filed against the Defendants in this Action in the Connecticut Superior Court, Judicial District of Stamford/Norwalk, Docket No. FST-CV-155014808-S.

11. "Action" refers to the lawsuit currently pending between Plaintiff and Defendants in the Connecticut Superior Court, Judicial District of Stamford/Norwalk, Docket No. FST-CV-155014808-S.

12. "Original Operating Agreement" means the Partner Wealth Management LLC Limited Liability Company Agreement that Plaintiff and the Individual Defendants entered into dated November 30, 2009.

13. "Restated Operating Agreement" means the amended and restated Partner Wealth Management LLC Limited Liability Company Agreement dated effective as of January 1, 2015.

14. The terms "and" and "or" shall mean, where the context permits, "and/or."

15. The terms "all" and "any" shall mean, where the context permits, "any and all."

16. Words used in the singular shall, where the context permits, be deemed to include the plural, and words used in the plural shall, where the context permits, be deemed to include the singular.

17. Plaintiff must produce all requested documents and communications in his possession, custody or control, including all documents and communications that are in the custody of Plaintiff's servants, attorneys, consultants, accountants, agents, or other persons acting on his behalf, regardless of the location of such documents.

18. If Plaintiff objects to any of the specifics in the requests below, he must state the precise grounds for the objection(s) with particularity. If any objection rests in whole or in part on a claim of privilege, the privilege claimed should be stated and all facts and all documents relied upon in support of such claim shall be stated or identified, with particularity.

19. In the event that Plaintiff objects to, or claims a privilege with respect to any instruction or request, in whole or in part, he is requested to produce all documents (or portions) requested in the request to which he has no objection or claim of privilege.

20. As to each and every document requested herein but withheld on a claim of privilege, state the following:

a. The title of the document;

b. The type of document (*e.g.* letter, note, memorandum);

c. The date of the document;

d. The number of pages comprising the document;

e. The subject matter of the document;

f. The identity of all persons who authored the document, or assisted in its preparation, or in whose name the document was prepared;

g. The identity of all persons to whom the document was addressed, or to whom it was sent, or who received, have seen, have had possession or custody of, or have had disclosed to them the contents of, the document or any copies thereof;

h. The identity of all persons from whom the document was received;

i. The present location of the document and all copies thereof;

j. The identity of all persons having custody or control of the document and all copies thereof; and

k. Sufficient information regarding the grounds for withholding the document to explain the claim of privilege.

18. Where any copy or copies of any document whose production is sought, whether a draft or final version, is/are not identical to any other copy thereof, by reason of alterations, notes, comments, initials, underscoring, indication of routing or other material contained thereon or attached thereto, all such non-identical copies shall be produced separately.

19. In producing documents, all documents that are physically attached to each other in files shall be left so attached. Documents that are segregated or separated from other documents, whether by inclusion in binders, files or subfiles, or by use of dividers, tabs or any other method, shall be left so segregated or separated. Documents shall be retained in the order in which they are maintained.

20. If any document requested was, but no longer is, in Plaintiff's possession, custody or control, please identify that document and state whether any such document: (a) is missing or lost; (b) has been destroyed; (c) has been transferred voluntarily or involuntarily; or (d) has been otherwise disposed of, and, in each instance, please explain in detail the circumstances surrounding any such disposition.

21. These requests are continuing in nature and it requires an immediate supplemental response if any additional responsive documents are discovered, located, identified or obtained after Plaintiff completes production of documents responsive to this request

DOCUMENT REQUESTS

REQUEST NO. 1:

All documents which you believe support your claim that the Individual Defendants breached the Original Operating Agreement.

REQUEST NO. 2:

All documents concerning the negotiation and adoption of the Original Operating Agreement in or around October and November 2009, including without limitation, communications among the members of PWM, PWM or the attorney representing PWM in connection with the negotiation of the Original Operating Agreement, drafts of the Original Operating Agreement and any resolution, consent or other writing adopting or approving the Original Operating Agreement.

REQUEST NO. 3:

All documents or communications which in any way restricted the ability of PWM members from amending the Original Operating Agreement in connection with adopting the Restated Operating Agreement.

REQUEST NO. 4:

All documents concerning the drafting, negotiation and adoption of the amendment to Article V of the Original Operating Agreement adopted as of May 1, including without limitation all communications among any of the members of PWM, PWM, Jeffrey Fuhrman and PWM's

attorney concerning the amendment, drafts of the amendment and any resolution, consent or other writing adopting or approving the Original Operating Agreement.

REQUEST NO. 5:

All documents concerning the negotiation, drafting or adoption of the Restated Operating Agreement, including without limitation, any communications concerning the Restated Operating Agreement among any of the members of PWM, Jeffrey Fuhrman, PWM or PWM's attorneys, drafts of the Restated Operating Agreement and any resolution, consent or other writing adopting or approving the Restated Operating Agreement.

REQUEST NO. 6:

Any documents other than the Original Operating Agreement or the Restated Operating Agreement that evidences an agreement among two or more of the members of PWM that would directly or indirectly affect the governance of PWM or the manner in which the members of PWM or the Management Committee of PWM made decisions, including without limitation, any voting agreement.

REQUEST NO. 7:

All documents which you believe support your claim that any of the Individual Defendants individually or in the aggregate owed a fiduciary duty to you.

REQUEST NO. 8:

All documents which you believe support your claim that any of the Individual Defendants individually or in the aggregate breached a fiduciary duty owed to you.

REQUEST NO. 9:

All documents concerning your consideration of and statements concerning your potential withdrawal as a member of PWM in or about March and April 2013, including without limitation, communications among any of the members of PWM.

REQUEST NO. 10:

All documents concerning the consulting services provided by FA Insight, including without limitation, any communications among or between the LLBH, PWM, the member of PWM and FA Insight, any retention agreements with FA Insight and any written report or advice provided by FA Insight to LLBH, PWM or the members of PWM.

REQUEST NO. 11:

All documents concerning any communications among Focus or LLBH and PWM or its members relating to the acquisition of any portion of a membership interest in PWM held by such member, including any offer, consideration of an offer or the price at which Focus or LLBH was willing to acquire all or a portion of a membership interest in PWM held by such member.

REQUEST NO. 12:

All documents concerning your consideration of and statements concerning your withdrawal as a member of PWM in or about October 2013, including without limitation, communications among any of the members of PWM or with any other person.

REQUEST NO. 13:

All documents related to the December 18, 2014 meeting at which the members of PWM, Jeffrey Fuhrman and David Lagasse discussed the Restated Operating Agreement, including without limitation, all notes, transcriptions or electronic recordings.

REQUEST NO. 14:

All personal or business calendars, diaries, time entries or other records that show or reflect your scheduled work activities for the period between January 1, 2014 and January 13, 2015.

REQUEST NO. 15:

All documents concerning any communications, including, but not limited to, notes, memoranda, emails, phone records and electronic recordings, between you and any present or former client listed on Schedule E of the Partner Wealth Management LLC Limited Liability Company Agreement dated January 1, 2015 from January 13, 2015 though through the present.

REQUEST NO. 16:

All communications including, but not limited to, witness statements, affidavits, letters, correspondence, notes, and notes of conversations, which constitute evidence or reflect any communications between you and any person or entity regarding the allegations set forth in the Complaint.

REQUEST NO. 16:

All documents not otherwise produced pursuant to Request Nos. 1through 16 that regard, refer and/or relate to the subject matter of this Action and/or any of the allegations contained in the Complaint.

Respectfully submitted,

THE DEFENDANTS

Richard J. Buturla, Esq.
Mark J. Kovack, Esq.
BERCHEM, MOSES & DEVLIN, P.C.
75 Broad Street
Milford, CT 06460
Attorneys for Defendants,
Partner Wealth Management, LLC
Kevin G. Burns

James Pratt-Heaney
William P. Loftus

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of October 2015, I caused the foregoing Defendants' First Set of Document Requests to Plaintiff to be served via electronic mail on counsel as follows:

Thomas J. Rechen
McCarter & English, LLP
City Place I, 185 Asylum Street
Hartford, CT 06103
trechen@mccarter.com

Mark J. Kovack
Commissioner of the Superior Court

EXHIBIT B

DOCKET NO. FST-CV-155014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS	)	JUDICIAL
	)	DISTRICT OF
	)	STAMFORD/
	)	NORWALK
Plaintiff,	)	
v.	)	
	)	AT STAMFORD
PARTNER WEALTH MANAGEMENT, LLC	)	
ET AL.	)	
	)	October 30, 2015
Defendants.	)	

DEFENDANTS' FIRST SET OF INTERROGATORIES TO PLAINTIFF

Pursuant to Connecticut Practice Book § 13-6, Defendants Partner Wealth Management, LLC ("PWM"), Kevin G. Burns, James Pratt-Heaney and William Loftus (the "Individual Defendants" and, together with PWM, "the Defendants") hereby request that Plaintiff William Lomas ("Plaintiff") respond in writing to Defendants' First Set of Interrogatories within thirty (30) days from the date of service hereof.

INSTRUCTIONS AND DEFINITIONS

Unless the terms of a particular interrogatory specifically indicate otherwise, the following instructions and definitions are applicable throughout the interrogatories and are incorporated into each specific interrogatory. These instructions and definitions are for the purposes of these interrogatories only.

1. Answer each interrogatory. If an interrogatory is objected to, state the reasons for the objection with reasonable particularly and answer the interrogatory subject to the objection, or to the extent the interrogatory is not objectionable.

2. If you contend that you are entitled to withhold any information requested in these interrogatories on the basis of attorney-client privilege, the work product doctrine, or some other

ground, then for any such information, describe the subject matter of the information, identify each person to whom the information was disclosed, who otherwise has knowledge of the information, or who now has possession, custody, or control of any document relating to such information, and state the basis upon which you contend that you are entitled to withhold the information with specificity sufficient to enable the Court to determine whether the information should be produced.

3. Each interrogatory must be answered separately and fully, and each answer must be preceded by the interrogatory to which it responds.

4. These interrogatories are intended to be comprehensive. Therefore, as used herein, the singular shall be read to encompass the plural, the words "and" and "or" shall be interpreted in both the conjunctive and disjunctive, as the content may require, and the words "each" and "any" shall be interpreted to mean "each and every." The terms "any," "all," "those," "full," "complete," and "each" shall be construed to request the entire range of information concerning the given subject.

5. These interrogatories shall be deemed to be continuing in nature, so as to require further and supplemental responses if you receive, discover or obtain further information after the responses to these interrogatories are made.

6. "Person" or "persons" means all natural persons, corporations, partnerships or other business associations, and all other legal entities, including all members, officers, employees, agents, representatives, attorneys, successors, predecessors, assigns, divisions, affiliates, and subsidiaries.

7. The term "describe" as used in these interrogatories requires you to provide a complete description and to identify all circumstances, facts, and information relating to the

matter inquired about, including but not limited to an identification of persons, dates, and documents.

8. "Set forth the full factual basis" of or for a particular claim, assertion, allegation or contention means to:

a. Identify each and every document (and, where pertinent, the section, article, or subparagraph thereof) that forms any part of the source of your information regarding the alleged facts or legal conclusions referred to by the interrogatory;

b. Identify each and every communication that forms any part of the source of your information regarding the alleged facts or legal conclusions referred to by the interrogatory;

c. State separately the acts or omissions to act on the part of any person (identifying the acts or omissions to act by stating their nature, time, and place and identifying the persons involved) that form any part of your information regarding the alleged facts or legal conclusions referred to in the interrogatory; and state separately any other fact that forms the basis of your information regarding the alleged facts or legal conclusions referred to in your interrogatory response, including whether or not you have personal knowledge of the facts referred to in your response.

d. State separately any other fact that forms the basis of your information regarding the alleged facts or conclusions referred to in the interrogatory.

9. The term "identify" and terms of like import mean:

a. With respect to documents, to describe the document including its type (e.g., letter, email, spreadsheet), general subject matter and content, date, and the author(s), address(es), and recipient(s);

b. With respect to a communication or event, to describe the communication or event, including (a) providing the date it occurred; (b) identifying each and every person who participated in it, whether such participation was passive (e.g., listening or observing) or active, including each individual's name, employer, and address, title and telephone numbers; (c) stating whether the communication was written or oral; (d) describing the complete substance of the communication or event; and (e) identifying all documents concerning each communication or event;

c. With respect to natural persons, to provide the person's full name, present or last known address, home telephone number, work telephone number, and mobile telephone number, and the present or last known place of employment;

d. With respect to a corporation or other legal entity, to provide the full name and address of the entity and identify its officers, directors, managing agents or others acting on its behalf with respect to the subject of the interrogatory.

10. The terms "concerning," "relate to," "reflect," "in connection with," "with respect to," and "referring or relating to" and terms of like import are synonymous with: regarding, supporting, refuting, discussing, describing, mentioning, explaining, constituting, suggesting, proposing, evidencing, or having any bearing on, the given subject.

11. The past tense shall be construed to include the present tense, and vice versa, to make the interrogatory inclusive rather than exclusive.

12. "Communication" means the transmittal of information (in the form of facts, ideas, inquiries or otherwise) and is used herein in the broadest sense and includes, but is not limited to any and all conversations, meetings, discussions, and any other occasion for verbal or

electronic exchange, whether in person or by telephone, as well as all correspondence, letters, memoranda, telegrams, emails, telecopies, cables or other writings or documents.

13. The term "document" shall have the meaning ascribed to it in Connecticut Practice Book § 13-1 and shall include all electronically stored information and every other written or other tangible thing of every kind and description, however produced or reproduced, whether in draft or final form, original or reproduction. It includes copies containing additional writing or marks not present on the originals and copies that are otherwise not identical copies of the originals. It also includes, but is not limited to, any writing, correspondence, brief, memorandum, report, or analysis -- whether handwritten, typed, printed or produced in some other manner -- as well as any drawing, graph, chart, photograph, film, tape, magnetic or optical disk, microfiche, electronic mail (a.k.a. "e-mail" or "email") (including e-mail saved on computers, e-mail in hard copy form, and any deleted messages which may be retrieved from backup systems or from your Internet Service Provider), electronic device, or any other means of recording or storing information or data compilations from which information may be obtained. The term "document" shall be construed to the broadest extent possible.

14. "Entity" means person, corporation, partnership, joint venture, successors, predecessors, assigns, divisions, affiliates, and subsidiaries or otherwise.

15. "PWM" refers to Partner Wealth Management, LLC, Inc. and any of its officers, directors, agents, servants, employees, representatives or attorneys, and any other persons acting or purporting to act on behalf of PWM as so defined.

16. "Complaint" refers to the Complaint Plaintiff filed against the Defendants in this Action in the Connecticut Superior Court, Judicial District of Stamford/Norwalk, Docket No. FST-CV-155014808-S.

17. "Action" refers to the lawsuit currently pending between Plaintiff and Defendants in the Connecticut Superior Court, Judicial District of Stamford/Norwalk, Docket No. FST-CV-155014808-S.

18. The terms "Plaintiff," "you" and "your" refer to the Plaintiff William A. Lomas.

19. "Original Operating Agreement" means the Partner Wealth Management LLC Limited Liability Company Agreement that Plaintiff and the Individual Defendants entered into dated November 30, 2009.

20. "Restated Operating Agreement" means the amended and restated Partner Wealth Management LLC Limited Liability Company Agreement dated effective as of January 1, 2015.

21. Unless otherwise defined, all words and phrases used herein shall be accorded their usual meaning in plain and ordinary usage.

INTERROGATORIES

INTERROGATORY NO. 1:

Excluding the Individual Defendants, Jeffrey Fuhrman and you, identify each other person that you understand to possess knowledge or information concerning either the claims asserted by you in this Action or the defenses asserted by Defendants in this Action.

INTERROGATORY NO. 2:

Excluding the Individual Defendants, Jeffrey Fuhrman, you and your attorney, identify each person with whom you have had any communications regarding the subject matter of the Complaint, and for each such person identified, set forth the date, time and reason for each communication and identify all documents relating to each of the above-identified communications.

INTERROGATORY NO. 3:

Identify each and every current or former client listed on Schedule E of the Partner Wealth Management LLC Limited Liability Company Agreement dated January 1, 2015 with whom you have had any communication since January 13, 2015 and for each such person identified set forth the date, time and reason for each communication and identify all documents relating to each of the above-identified communications.

INTERROGATORY NO. 4:

Identify each expert, including those that you intend to call as an expert witness at trial, who has been retained, specifically employed or consulted by you in anticipation of litigation or in preparation for trial, and for each such expert, state the subject matter on which he/she was consulted, identify any written report, summarize any oral reports, and for those experts you intend to call at trial, state the subject matter on which each such person is expected to testify, the qualifications of the person to testify on the subject matter as an expert, and state the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.

Respectfully submitted,

THE DEFENDANTS

Richard J. Buturla, Esq.
Mark J. Kovack, Esq.
BERCHEM, MOSES & DEVLIN, P.C.
75 Broad Street
Milford, CT 06460
Attorneys for Defendants,
Partner Wealth Management, LLC
Kevin G. Burns
James Pratt-Heaney
William P. Loftus

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of October 2015, I caused the foregoing Defendants' First Set of Interrogatories to Plaintiff to be served via electronic mail on counsel as follows:

Thomas J. Rechen
McCarter & English, LLP
City Place I, 185 Asylum Street
Hartford, CT 06103
trechen@mccarter.com

Mark J. Kovack
Commissioner of the Superior Court

EXHIBIT C

DOCKET NO. FST-CV-155014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS	)	JUDICIAL
	)	DISTRICT OF
	)	STAMFORD/
	)	NORWALK
Plaintiff,	)	
v.	)	
	)	AT STAMFORD
PARTNER WEALTH MANAGEMENT, LLC	)	
ET AL.	)	
	)	November 30, 2015
Defendants.	)	

PLAINTIFF'S OBJECTIONS TO DEFENDANTS' FIRST SET OF DOCUMENT REQUESTS

Pursuant to §§ 13-9 and 13-10 of the Connecticut Practice Book, Plaintiff William A. Lomas ("Lomas"), through his attorneys, object to the Document Requests, dated, October 30, 2015 (the "Requests"), served by the defendants, Partner Wealth Management, LLC ("PWM"), Kevin G. Burns, James Pratt-Heaney and William Loftus (the "Individual Defendants" and, together with PWM, "the Defendants"). In addition to his general objections, Lomas specifically objects to Document Requests No. 1, 4, 5, 9, 12, 14, 15, 16, 16 [sic].

Lomas reserves the right to amend and/or supplement his objections to these Requests consistent with further investigation and discovery.

GENERAL OBJECTIONS

1. Lomas objects to these Requests (including the "Definitions" and "Instructions") to the extent that they purport to impose any obligation beyond that required by the Connecticut Practice Book.

2. Lomas objects to each Request to the extent that it seeks information or documents protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other rule of privilege or confidentiality provided by law.

3. Lomas objects to each Request to the extent that it seeks the identification or production of "all" information or documents, or the like, on grounds that such a Request is unduly burdensome and overly broad. Unless otherwise indicated, Lomas will produce relevant, non-privileged, responsive documents in his possession, custody, or control.

4. Lomas objects to each Request to the extent it seeks documents that are as readily available to the Defendants and/or can be obtained by the Defendants with less burden and expense than they can be obtained by Lomas.

5. Lomas objects to each Request to the extent that it seeks information neither relevant to the subject matter of this lawsuit, nor reasonably calculated to lead to the discovery of admissible evidence pursuant to Practice Book § 13-2 and the Code of Evidence § 4-8(a).

6. Lomas objects to each Request insofar as: (a) it seeks information or documents that are unreasonably cumulative or duplicative, or that may be obtained from some other source that is more convenient, less burdensome, or less expensive; and/or (b) compliance would be unduly burdensome or excessively costly.

7. To the extent that Lomas responds to these Requests, such responses should not be construed as a representation or admission that the information provided in the response is relevant or admissible at trial.

8. Lomas objects to the extent that any Request implies the existence of facts or circumstances not of record or that do not exist, and to the extent that any Request assumes a legal conclusion. By responding, Lomas does not admit any factual or legal assumptions contained in any Request.

9. Lomas objects to Instruction Nos. 19 and 20 to the extent they require Lomas to include information on any privilege log or to provide any other information that goes beyond the obligations of a party responding to discovery requests under the Connecticut Practice Book. Lomas will prepare a privilege log consistent with his obligations under the Connecticut Practice Book.

10. In responding to these Requests, Lomas does not waive the foregoing general objections, nor does he waive the specific objections that are set forth in the responses to the individual Requests below. By providing information or documents in response to the Requests, Lomas does not concede that the information or documents are reasonably calculated to lead to the discovery of admissible evidence. Lomas expressly reserves the right to object to further discovery into the subject matter of these Requests, to object to the introduction into evidence of any portion thereof, and to supplement or amend his responses.

12. Lomas incorporates by reference the foregoing general objections into each response set forth below.

DOCUMENT REQUESTS

Notwithstanding Lomas' objections as set forth above and hereafter, unless otherwise indicated, Lomas will produce relevant, non-privileged, responsive documents in his possession, custody, or control by December 18, 2015, as sought in Plaintiff's Request to Extend Time to Respond to Defendants' First Set of Interrogatories and Document Requests.

REQUEST NO. 1:

All documents which you believe support your claim that the Individual Defendants breached the Original Operating Agreement.

OBJECTION TO DOCUMENT REQUEST NO. 1:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it is vague, overly broad, unduly burdensome and to the extent it seeks documents that are not relevant to the claims or parties at issue and not reasonably calculated to lead to the discovery of admissible evidence. In addition, Lomas objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants. Lomas objects to this Request to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by such protections shall not be deemed a waiver thereof.

REQUEST NO. 2:

All documents concerning the negotiation and adoption of the Original Operating Agreement in or around October and November 2009, including without limitation, communications among the members of PWM, PWM or the attorney representing PWM in connection with the negotiation of the Original Operating Agreement, drafts of the Original

Operating Agreement and any resolution, consent or other writing adopting or approving the Original Operating Agreement.

OBJECTION TO DOCUMENT REQUEST NO. 2:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

REQUEST NO. 3:

All documents or communications which in any way restricted the ability of PWM members from amending the Original Operating Agreement in connection with adopting the Restated Operating Agreement.

OBJECTION TO DOCUMENT REQUEST NO. 3:

Lomas incorporates his General Objections set forth above as though fully set forth herein.

REQUEST NO. 4:

All documents concerning the drafting, negotiation and adoption of the amendment to Article V of the Original Operating Agreement adopted as of May 1, including without limitation, all communications among any of the members of PWM, PWM, Jeffrey Fuhrman and PWM's attorney concerning the amendment, drafts of the amendment and any resolution, consent or other writing adopting or approving the Original Operating Agreement.

OBJECTION TO DOCUMENT REQUEST NO. 4:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request as it is vague and incomprehensible.

REQUEST NO. 5:

All documents concerning the negotiation, drafting or adoption of the Restated Operating Agreement, including without limitation, any communications concerning the Restated Operating Agreement among any of the members of PWM, Jeffrey Fuhrman, PWM or PWM's attorneys, drafts of the Restated Operating Agreement and any resolution, consent or other writing adopting or approving the Restated Operating Agreement.

OBJECTION TO DOCUMENT REQUEST NO. 5:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by such protections shall not be deemed a waiver thereof. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

REQUEST NO. 6:

Any documents other than the Original Operating Agreement or the Restated Operating Agreement that evidences an agreement among two or more of the members of PWM that would directly or indirectly affect the governance of PWM or the manner in which the members of PWM or the Management Committee of PWM made decisions, including without limitation, any voting agreement.

OBJECTION TO DOCUMENT REQUEST NO. 6:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

REQUEST NO. 7:

All documents which you believe support your claim that any of the Individual Defendants individually or in the aggregate owed a fiduciary duty to you.

OBJECTION TO DOCUMENT REQUEST NO. 7:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

REQUEST NO. 8:

All documents which you believe support your claim that any of the Individual Defendants individually or in the aggregate breached a fiduciary duty owed to you.

OBJECTION TO DOCUMENT REQUEST NO. 8:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

REQUEST NO. 9:

All documents concerning your consideration of and statements concerning your potential withdrawal as a member of PWM in or about March and April 2013, including without limitation, communications among any of the members of PWM.

OBJECTION TO DOCUMENT REQUEST NO. 9:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by

such protections shall not be deemed a waiver thereof. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

REQUEST NO. 10:

All documents concerning the consulting services provided by FA Insight, including without limitation, any communications among or between the LLBH, PWM, the member of PWM and FA Insight, any retention agreements with FA Insight and any written report or advice provided by FA Insight to LLBH, PWM or the members of PWM.

OBJECTION TO DOCUMENT REQUEST NO. 10:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

REQUEST NO. 11:

All documents concerning any communications among Focus or LLBH and PWM or its members relating to the acquisition of any portion of a membership interest in PWM held by such member, including any offer, consideration of an offer or the price at which Focus or LLBH was willing to acquire all or a portion of a membership interest in PWM held by such member.

OBJECTION TO DOCUMENT REQUEST NO. 11:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

REQUEST NO. 12:

All documents concerning your consideration of and statements concerning your withdrawal as a member of PWM in or about October 2013, including without limitation, communications among any of the members of PWM or with any other person.

OBJECTION TO DOCUMENT REQUEST NO. 12:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request as it is vague and incomprehensible.

REQUEST NO. 13:

All documents related to the December 18, 2014 meeting at which the members of PWM, Jeffrey Fuhrman and David Lagasse discussed the Restated Operating Agreement, including without limitation, all notes, transcriptions or electronic recordings.

OBJECTION TO DOCUMENT REQUEST NO. 13:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

REQUEST NO. 14:

All personal or business calendars, diaries, time entries or other records that show or reflect your scheduled work activities for the period between January 1, 2014 and January 13, 2015.

OBJECTION TO DOCUMENT REQUEST NO. 14:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it seeks documents that are not

relevant to the claims or parties at issue and not reasonably calculated to lead to the discovery of admissible evidence. Defendants do not intend to produce documents responsive to this Request.

REQUEST NO. 15:

All documents concerning any communications, including, but not limited to, notes, memoranda, emails, phone records and electronic recordings, between you and any present or former client listed on Schedule E of the Partner Wealth Management LLC Limited Liability Company Agreement dated January 1, 2015 from January 13, 2015 though through the present.

OBJECTION TO DOCUMENT REQUEST NO. 15:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it seeks documents, specifically phone records, that are not relevant to the claims or parties at issue and not reasonably calculated to lead to the discovery of admissible evidence. In addition, Lomas objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants and to the extent this Request is vague, overly broad, and unduly burdensome. Defendants do not intend to produce documents responsive to this Request.

REQUEST NO. 16:

All communications including, but not limited to, witness statements, affidavits, letters, correspondence, notes, and notes of conversations, which constitute evidence or reflect any communications between you and any person or entity regarding the allegations set forth in the Complaint.

OBJECTION TO DOCUMENT REQUEST NO. 16:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it seeks information protected

from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by such protections shall not be deemed a waiver thereof.

REQUEST NO. 16 [SIC]:

All documents not otherwise produced pursuant to Request Nos. 1 through 16 that regard, refer and/or relate to the subject matter of this Action and/or any of the allegations contained in the Complaint.

OBJECTION TO DOCUMENT REQUEST NO. 16 [SIC]:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it is vague, overly broad, unduly burdensome and to the extent it seeks documents that are not relevant to the claims or parties at issue and not reasonably calculated to lead to the discovery of admissible evidence. Lomas objects to this Request to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by such protections shall not be deemed a waiver thereof. In addition, Lomas objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

Dated: November 30, 2015
Hartford, Connecticut

THE PLAINTIFF,
WILLIAM A. LOMAS

By: /s/ Thomas J. Rechen
Thomas J. Rechen
Brittany A. Killian
McCarter & English, LLP
City Place I, 185 Asylum Street
Hartford, CT 06103
Tel.: (860) 275-6706
Fax: (860) 218-9680
Email: trechen@mccarter.com
His Attorneys

CERTIFICATE OF SERVICE

This is to certify that on November 30, 2015, a copy of the foregoing was served by e-mail and first class mail, postage prepaid, to all counsel of record as follows:

Richard J. Buturla, Esq.
Mark J. Kovack, Esq.
Berchem, Moses & Devlin, P.C.
75 Broad St.
Milford, CT 06460

David R. Lagasse, Esq.
Mintz Levin Cohn Ferris Glovsky & Popeo P.C.
666 Third Avenue
New York, NY 10017

/s/Thomas J. Rechen
Thomas J. Rechen

EXHIBIT D

DOCKET NO. FST-CV-155014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS	)	JUDICIAL
	)	DISTRICT OF
	)	STAMFORD/
	)	NORWALK
Plaintiff,	)	
v.	)	
	)	AT STAMFORD
PARTNER WEALTH MANAGEMENT, LLC	)	
ET AL.	)	
	)	November 30, 2015
Defendants.	)	

PLAINTIFF'S OBJECTIONS TO DEFENDANTS' FIRST SET OF INTERROGATORIES

Pursuant to §§ 13-7 and 13-8 of the Connecticut Practice Book, Plaintiff William A. Lomas ("Lomas"), through his attorneys, objects to the Interrogatories, dated, October 30, 2015 (the "Interrogatories"), served by the defendants, Partner Wealth Management, LLC ("PWM"), Kevin G. Burns, James Pratt-Heaney and William Loftus (the "Individual Defendants" and, together with PWM, "the Defendants"). In addition to his general objections, Lomas specifically objects to Interrogatories No. 1, 3 and 4.

Lomas reserves the right to amend and/or supplement his objections to these Interrogatories consistent with further investigation and discovery.

GENERAL OBJECTIONS

1. Lomas objects to these Interrogatories (including the "Definitions" and "Instructions") to the extent that they purport to impose any obligation beyond that required by the Connecticut Practice Book.

2. Lomas objects to each Interrogatory to the extent that it seeks information or documents protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other rule of privilege or confidentiality provided by law.

3. Lomas objects to each Interrogatory to the extent it requests information that is readily available to the Defendants and/or can be obtained by the Defendants with less burden and expense than it can be obtained by Lomas.

4. Lomas objects to each Interrogatory to the extent that it seeks information neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the discovery of admissible evidence pursuant to Practice Book § 13-2 and the Code of Evidence § 4-8(a).

5. To the extent that Lomas responds to these Interrogatories, such responses should not be construed as a representation or admission that the information provided in the response is relevant or admissible at trial.

6. Lomas objects to the extent that any Interrogatory implies the existence of facts or circumstances not of record or that do not exist, and to the extent that any Interrogatory assumes a legal conclusion. By responding, Lomas does not admit any factual or legal assumptions contained in any Interrogatory.

7. Lomas objects to the extent that any Interrogatory calls for a legal conclusion.

8. Lomas objects to Instruction No. 2 to the extent it requires Lomas to provide information that goes beyond the obligations of a party responding to interrogatories under the Connecticut Practice Book.

9. In responding to these Interrogatories, Lomas does not waive the foregoing general objections, nor does he waive the specific objections that are set forth in the responses to the individual Interrogatories below. By providing information or documents in response to the

Interrogatories, Lomas does not concede that the information or documents are relevant to this action or that they are reasonably calculated to lead to the discovery of admissible evidence. Lomas expressly reserves his right to object to further discovery into the subject matter of these Interrogatories, to object to the introduction into evidence of any portion thereof, and to supplement or amend his responses.

10. Lomas incorporates by reference the foregoing general objections into each response set forth below.

OBJECTIONS TO INTERROGATORIES

INTERROGATORY NO. 1:

Excluding the Individual Defendants, Jeffrey Fuhrman and you, identify each other person that you understand to possess knowledge or information concerning either the claims asserted by you in this Action or the defenses asserted by Defendants in this Action.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to the Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by such protections shall not be deemed a waiver thereof.

INTERROGATORY NO. 2:

Excluding the Individual Defendants, Jeffrey Fuhrman, you and your attorney, identify each person with whom you have had any communications regarding the subject matter of the Complaint, and for each such person identified, set forth the date, time and reason for each

communication and identify all documents relating to each of the above-identified communications.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein.

INTERROGATORY NO. 3:

Identify each and every current or former client listed on Schedule E of the Partner Wealth Management LLC Limited Liability Company Agreement dated January 1, 2015 with whom you have had any communication since January 13, 2015 and for each such person identified set forth the date, time and reason for each communication and identify all documents relating to each of the above-identified communications.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Interrogatory on the grounds that is overly broad, unduly burdensome, and not reasonably limited in time or scope. Lomas additionally objects as the information sought is not relevant to the claims or parties at issue and not reasonably calculated to lead to the discovery of admissible evidence.

INTERROGATORY NO. 4:

Identify each expert, including those that you intend to call as an expert witness at trial, who has been retained, specifically employed or consulted by you in anticipation of litigation or in preparation for trial, and for each such expert, state the subject matter on which he/she was consulted, identify any written report, summarize any oral reports, and for those experts you intend to call at trial, state the subject matter on which each such person is expected to testify, the

qualifications of the person to testify on the subject matter as an expert, and state the substance of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by such protections shall not be deemed a waiver thereof. Lomas further objects to this Interrogatory to the extent it attempts to impose upon Lomas requirements and/or obligations in addition to or different from those imposed by the Connecticut Practice Book, and specifically Connecticut Practice Book § 13-4.

Dated: November 30, 2015
Hartford, Connecticut

THE PLAINTIFF,
WILLIAM A. LOMAS

By: /s/ Thomas J. Rechen

Thomas J. Rechen
Brittany A. Killian
McCarter & English, LLP
City Place I, 185 Asylum Street
Hartford, CT 06103
Tel.: (860) 275-6706
Fax: (860) 218-9680
Email: trechen@mccarter.com
His Attorneys

CERTIFICATE OF SERVICE

This is to certify that on November 30, 2015, a copy of the foregoing was served by e-mail and first class mail, postage prepaid, to all counsel of record as follows:

Richard J. Buturla, Esq.
Mark J. Kovack, Esq.
Berchem, Moses & Devlin, P.C.
75 Broad St.
Milford, CT 06460

David R. Lagasse, Esq.
Mintz Levin Cohn Ferris Glovsky & Popeo P.C.
666 Third Avenue
New York, NY 10017

/s/Thomas J. Rechen
Thomas J. Rechen

EXHIBIT E

MINTZ LEVIN

George M. Patterson | 212 692 6847 | gmpatterson@mintz.com

Chrysler Center
666 Third Avenue
New York, NY 10017
212-935-3000
212-983-3115 fax
www.mintz.com

December 15, 2015

VIA EMAIL

Thomas J. Rechen (trechen@McCarter.com)
Brittany A. Killian (bkillian@McCarter.com)
McCarter & English
City Place I
185 Asylum St.
Hartford, CT 06103

Re: *Lomas v. Partner Wealth Management, LLC, et al.*
No. FST-CV-155014808-S

Dear Counsel:

We write to address plaintiff's objections to Defendants' First Set of Document Requests and Defendants' First Set of Interrogatories. Defendants' discovery requests are appropriately focused on the core issues in this litigation and do not encompass information and documents that are beyond the scope of admissible evidence, privileged communications, or materials that are excessively burdensome to identify and produce. Consequently, we find some of plaintiff's objections are without merit and request that you withdraw the objections and provide the requested discovery.

Document Requests

Plaintiff has objected to numerous document requests on the grounds that they are purportedly "vague," "overly broad" and "unduly burdensome," even though plaintiff's counsel has made clear that these are not valid bases for withholding documents.[1] Moreover, although your general objections reference that plaintiff will produce "relevant, non-privileged, responsive documents in his possession, custody, or control," your responses to the individual requests do not indicate whether you are aware of responsive documents and, if so, whether you intend to produce them. If you are withholding a class of documents based on these objections, please specifically identify them.

Additionally, plaintiff objects to the production of documents that "are as readily available to defendants" or "are already in the possession of the defendants." You do not explain how plaintiff can possibly know with certainty exactly which documents defendants currently possess or may be able to obtain from other sources without difficulty. Further, plaintiff's obligation is to produce to defendants all responsive documents within his possession, custody or control, not to ignore any requests for documents he feels may be available elsewhere. If you are

[1] See November 11, 2015 email from Brittany Killian to David Lagasse.

withholding documents based on these objections, identify them with specificity; otherwise, please produce them.

Plaintiff objects to document request nos. 4 and 12 on the ground that they are "incomprehensible." These are straightforward requests concerning the drafting of the amendment to Article V of the Original Operating Agreement and related communications (request no. 4), and documents and communications relating to plaintiff's withdrawal as a member of PWM (request no. 12). These requests are obviously highly relevant to the central issues in this litigation and are calculated to lead to the discovery of admissible evidence. Accordingly, please produce responsive documents.

Moreover, plaintiff's objections are replete with assertions of "attorney-client privilege," "work product doctrine" and "marital privilege." To the extent you are withholding any documents based on a purported privilege, please provide a privilege log and specifically identify such documents, including their dates, subject matter, length, recipients, senders and whether they include attachments.

Finally, plaintiff has expressly refused to produce documents responsive to two of defendants' requests. Request no. 14 concerns plaintiff's work activities during 2014. These activities relate to a key issue in this litigation, namely whether plaintiff breached his obligations under the operating agreement to make good faith efforts to carry out his duties as an employee of PWM, a factor that may impact the value of plaintiff's membership interest and the interest payable to him.

Request no. 15 concerns plaintiff's communications with PWM clients since January of this year. At least two clients with whom plaintiff was in contact ceased doing business with PWM following plaintiff's departure. The request for documents concerning plaintiff's communications with PWM clients is calculated to lead to admissible evidence relating to, among other matters, whether plaintiff caused clients to leave PWM, an issue directly linked to plaintiff's claims, defendants' defenses and any potential damages. Accordingly, please reconsider your objections and let us know whether you will produce responsive documents.

<u>Interrogatories</u>

Plaintiff has asserted most of the same objections in response to defendants' interrogatories that he asserts in response to the document requests, and these objections are meritless for the same reasons discussed above. While you state that plaintiff "specifically objects to interrogatories No. 1, 3 and 4," you do not provide any substantive responses, or indicate whether you are refusing to provide substantive responses, to these or the other interrogatories.

Interrogatory nos. 1 (persons with knowledge of the claims or defenses in this litigation), 3 (PWM clients with whom plaintiff has had contact since January 2015) and 4 (experts plaintiff intends to call at trial) are indisputably calculated to lead to the discovery of admissible evidence,

and are neither burdensome nor violative of any recognized privileged. Please clarify whether you intend to provide responsive information and identify experts and, if not, explain with specificity the grounds for your objections so that we may either confer in an effort to resolve these issues or make a determination as to whether judicial intervention is necessary.

We appreciate your attention to these matters and look forward to hearing from you at your earliest convenience.

Sincerely,

George M. Patterson

cc: David R. Lagasse

EXHIBIT F

McCARTER
&ENGLISH
ATTORNEYS AT LAW

January 21, 2015

VIA ELECTRONIC MAIL

David Lagasse, Esq.
George M. Patterson, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
666 Third Avenue
New York, NY 10017

Brittany A. Killian
Associate
T. 860-275-6736
F. 860-724-3397
bkillian@mccarter.com

Re: *William A. Lomas v. Partner Wealth Management, LLC et al.*
No. FST-CV-155014808-S

McCarter & English, LLP
CityPlace I
185 Asylum Street
Hartford, CT 06103-3495
T. 860.275.6700
F. 860.724.3397
www.mccarter.com

Dear David and George:

The purpose of this letter is to respond to your December 15, 2015 letter addressing Plaintiff's objections to Defendants' First Set of Document Requests and Defendants' First Set of Interrogatories.

Plaintiff has waited to respond because Defendants' letter was premature. Specifically, on November 30, 2015, Plaintiff filed only objections to Defendants' discovery. Plaintiff did not provide responses at that time as a result of the parties' mutual agreement to extend the deadline until mid-January.

While it is true that we previously asserted that Defendants' objections were not valid bases for withholding documents, the same is not true here. Plaintiff's objections on the basis that Defendants' requests are "vague", "overly broad" and "unduly burdensome" are addressed to specific requests and are not boilerplate objections to each and every request. Plaintiff's requests were also clearly drafted whereas in certain instances, specifically Requests No. 4 and 12, Defendants' requests are confusing.

However, notwithstanding Plaintiff's stated objections, Plaintiff will produce all responsive documents in his possession, custody or control, unless specifically stated otherwise as detailed below.

With regard to Defendants' Request Nos. 14 and 15, Plaintiff will not produce documents concerning Plaintiff's work activities during 2014. This Request is a fishing expedition targeted at documents that do not relate to any claims in this case. Thus, Defendants' claim that this request relates to a "key issue in this litigation – namely whether plaintiff breached his obligations under the operating agreement... a factor that may impact the value of plaintiff's membership interest

and the interest payable to him" is speculative and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, the operating agreement expressly sets forth the terms under which Plaintiff's interest must be repurchased and does not provide for any reduction of his interest.

Likewise, Plaintiff will not produce documents related to his communications with clients since January 2015. There is nothing in the operating agreement which prevents Plaintiff from communicating with clients and mere communications with clients are not actionable. This request overreaches and places undue burdens on Plaintiff to uncover and produce "all communications."

More importantly, Request No. 15 is a fishing expedition that is not tied to any claims or defenses in this case. While Defendants allege that the request is targeted at a "key issue directly linked to plaintiff's claim, defendants' defenses and any potential damages", no such claim or defense has been made. Therefore, this request is not calculated to lead to the discovery of admissible evidence. Rather, it is meant to harass, annoy and oppress Plaintiff.

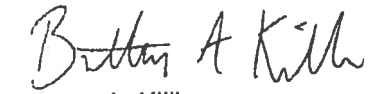
With regard to Plaintiff's objections based upon privilege, Plaintiff will produce a privilege log along with his responsive documents.

As for Defendants' Interrogatories, Plaintiff will respond to all interrogatories as drafted, notwithstanding his objections, with the exception of Interrogatory No. 3. For the reasons stated above, Plaintiff will not provide information relating to the "PWM clients with whom [he] has had contact since January 2015." The operating agreement does not prevent Plaintiff from communicating with clients and thus, the interrogatory does not relate to a claim or defense in this case and will not lead to the discovery of admissible evidence.

Plaintiff will otherwise respond to the interrogatories as requested, with the additional exception that Plaintiff has not yet retained an expert in this matter and will supplement his answer as required in the future.

If you have any questions or wish to discuss this matter further, please call me.

Very truly yours,



Brittany A. Killian

EXHIBIT G

DOCKET NO. FST-CV-155014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS	)	JUDICIAL DISTRICT OF STAMFORD/NORWALK
	)	
Plaintiff,	)	
v.	)	
	)	AT STAMFORD
PARTNER WEALTH MANAGEMENT, LLC ET AL.	)	
	)	May 6, 2016
Defendants.	)	

PLAINTIFF'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST SET OF DOCUMENT REQUESTS

Pursuant to §§ 13-9 and 13-10 of the Connecticut Practice Book, Plaintiff William A. Lomas ("Lomas"), through his attorneys, hereby objects and/or responds to the Document Requests, dated, October 30, 2015 (the "Requests"), served by the defendants, Partner Wealth Management, LLC ("PWM"), Kevin G. Burns, James Pratt-Heaney and William Loftus (the "Individual Defendants" and, together with PWM, "the Defendants"). In addition to his general objections, Lomas specifically objects to Document Requests No. 1, 4, 5, 9, 12, 14, 15, 16, 16 [sic].

Lomas reserves the right to amend and/or supplement his objections/responses to these Requests consistent with further investigation and discovery.

GENERAL OBJECTIONS

1. Lomas objects to these Requests (including the "Definitions" and "Instructions") to the extent that they purport to impose any obligation beyond that required by the Connecticut Practice Book.

2. Lomas objects to each Request to the extent that it seeks information or documents protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other rule of privilege or confidentiality provided by law.

3. Lomas objects to each Request to the extent that it seeks the identification or production of "all" information or documents, or the like, on grounds that such a Request is unduly burdensome and overly broad.

4. Lomas objects to each Request to the extent it seeks documents that are as readily available to the Defendants and/or can be obtained by the Defendants with less burden and expense than they can be obtained by Lomas.

5. Lomas objects to each Request to the extent that it seeks information neither relevant to the subject matter of this lawsuit, nor reasonably calculated to lead to the discovery of admissible evidence pursuant to Practice Book § 13-2 and the Code of Evidence § 4-8(a).

6. Lomas objects to each Request insofar as: (a) it seeks information or documents that are unreasonably cumulative or duplicative, or that may be obtained from some other source that is more convenient, less burdensome, or less expensive; and/or (b) compliance would be unduly burdensome or excessively costly.

7. To the extent that Lomas responds to these Requests, such responses should not be construed as a representation or admission that the information provided in the response is relevant or admissible at trial.

8. Lomas objects to the extent that any Request implies the existence of facts or circumstances not of record or that do not exist, and to the extent that any Request assumes a legal conclusion. By responding, Lomas does not admit any factual or legal assumptions contained in any Request.

9. Lomas objects to Instruction Nos. 19 and 20 to the extent they require Lomas to include information on any privilege log or to provide any other information that goes beyond the obligations of a party responding to discovery requests under the Connecticut Practice Book. Lomas has produced a privilege log consistent with his obligations under the Connecticut Practice Book.

10. In responding to these Requests, Lomas does not waive the foregoing general objections, nor does he waive the specific objections that are set forth in the responses to the individual Requests below. By providing information or documents in response to the Requests, Lomas does not concede that the information or documents are reasonably calculated to lead to the discovery of admissible evidence. Lomas expressly reserves the right to object to further discovery into the subject matter of these Requests, to object to the introduction into evidence of any portion thereof, and to supplement or amend his responses.

12. Lomas incorporates by reference the foregoing general objections into each response set forth below.

DOCUMENT REQUESTS

REQUEST NO. 1:

All documents which you believe support your claim that the Individual Defendants breached the Original Operating Agreement.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it is vague, overly broad, unduly burdensome and to the extent it seeks documents that are not relevant to the claims or parties at

issue and not reasonably calculated to lead to the discovery of admissible evidence. In addition, Lomas objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants. Lomas objects to this Request to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by such protections shall not be deemed a waiver thereof.

RESPONSE:

Subject to and without waiving any of his objections, Plaintiff responds as follows: Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 2:

All documents concerning the negotiation and adoption of the Original Operating Agreement in or around October and November 2009, including without limitation, communications among the members of PWM, PWM or the attorney representing PWM in connection with the negotiation of the Original Operating Agreement, drafts of the Original Operating Agreement and any resolution, consent or other writing adopting or approving the Original Operating Agreement.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

RESPONSE:

Subject to and without waiving any of his objections, Plaintiff responds as follows:

Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 3:

All documents or communications which in any way restricted the ability of PWM members from amending the Original Operating Agreement in connection with adopting the Restated Operating Agreement.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein.

RESPONSE:

Subject to and without waiving any of his objections, Plaintiff responds as follows: Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 4:

All documents concerning the drafting, negotiation and adoption of the amendment to Article V of the Original Operating Agreement adopted as of May 1, including without limitation all communications among any of the members of PWM, PWM, Jeffrey Fuhrman and PWM's attorney concerning the amendment, drafts of the amendment and any resolution, consent or other writing adopting or approving the Original Operating Agreement.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request as it is vague and incomprehensible.

RESPONSE:

In so far as Lomas understand this request, and in accordance with his objections, Plaintiff responds as follows: Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 5:

All documents concerning the negotiation, drafting or adoption of the Restated Operating Agreement, including without limitation, any communications concerning the Restated Operating Agreement among any of the members of PWM, Jeffrey Fuhrman, PWM or PWM's attorneys, drafts of the Restated Operating Agreement and any resolution, consent or other writing adopting or approving the Restated Operating Agreement.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by such protections shall not be deemed a waiver thereof. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

RESPONSE:

Subject to and without waiving any of his objections, Plaintiff responds as follows: Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 6:

Any documents other than the Original Operating Agreement or the Restated Operating Agreement that evidences an agreement among two or more of the members of PWM that would

directly or indirectly affect the governance of PWM or the manner in which the members of PWM or the Management Committee of PWM made decisions, including without limitation, any voting agreement.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

RESPONSE:

Subject to and without waiving any of his objections, Plaintiff responds as follows: Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 7:

All documents which you believe support your claim that any of the Individual Defendants individually or in the aggregate owed a fiduciary duty to you.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

RESPONSE:

Subject to and without waiving any of his objections, Plaintiff responds as follows: Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 8:

All documents which you believe support your claim that any of the Individual Defendants individually or in the aggregate breached a fiduciary duty owed to you.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

RESPONSE:

Subject to and without waiving any of his objections, Plaintiff responds as follows: Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 9:

All documents concerning your consideration of and statements concerning your potential withdrawal as a member of PWM in or about March and April 2013, including without limitation, communications among any of the members of PWM.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by such protections shall not be deemed a waiver thereof. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

RESPONSE:

Subject to and without waiving any of his objections, Plaintiff responds as follows:

Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 10:

All documents concerning the consulting services provided by FA Insight, including without limitation, any communications among or between the LLBH, PWM, the member of PWM and FA Insight, any retention agreements with FA Insight and any written report or advice provided by FA Insight to LLBH, PWM or the members of PWM.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

RESPONSE:

Subject to and without waiving any of his objections, Plaintiff responds as follows:

Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 11:

All documents concerning any communications among Focus or LLBH and PWM or its members relating to the acquisition of any portion of a membership interest in PWM held by such member, including any offer, consideration of an offer or the price at which Focus or LLBH was willing to acquire all or a portion of a membership interest in PWM held by such member.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

RESPONSE:

Subject to and without waiving any of his objections, Plaintiff responds as follows: Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 12:

All documents concerning your consideration of and statements concerning your withdrawal as a member of PWM in or about October 2013, including without limitation, communications among any of the members of PWM or with any other person.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request as it is vague and incomprehensible.

RESPONSE:

Subject to and without waiving any of his objections, Plaintiff responds as follows: Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 13:

All documents related to the December 18, 2014 meeting at which the members of PWM, Jeffrey Fuhrman and David Lagasse discussed the Restated Operating Agreement, including without limitation, all notes, transcriptions or electronic recordings.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. Lomas further objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

RESPONSE:

Subject to and without waiving any of his objections, Plaintiff responds as follows: Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 14:

All personal or business calendars, diaries, time entries or other records that show or reflect your scheduled work activities for the period between January 1, 2014 and January 13, 2015.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it seeks documents that are not relevant to the claims or parties at issue and not reasonably calculated to lead to the discovery of admissible evidence.

RESPONSE:

In accordance with his objections, Lomas does not intend to produce documents responsive to this Request.

REQUEST NO. 15:

All documents concerning any communications, including, but not limited to, notes, memoranda, emails, phone records and electronic recordings, between you and any present or

former client listed on Schedule E of the Partner Wealth Management LLC Limited Liability Company Agreement dated January 1, 2015 from January 13, 2015 though through the present.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it seeks documents that are not relevant to the claims or parties at issue and not reasonably calculated to lead to the discovery of admissible evidence. In addition, Lomas objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants and to the extent this Request is vague, overly broad, and unduly burdensome.

RESPONSE:

In accordance with his objections, Lomas does not intend to produce documents responsive to this Request.

REQUEST NO. 16:

All communications including, but not limited to, witness statements, affidavits, letters, correspondence, notes, and notes of conversations, which constitute evidence or reflect any communications between you and any person or entity regarding the allegations set forth in the Complaint.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by such protections shall not be deemed a waiver thereof.

RESPONSE:

Subject to and without waiving any of his objections, Plaintiff responds as follows:

Plaintiff has produced all relevant, non-privileged documents within his possession or control, to the extent any exist.

REQUEST NO. 16 [SIC]:

All documents not otherwise produced pursuant to Request Nos. 1 through 16 that regard, refer and/or relate to the subject matter of this Action and/or any of the allegations contained in the Complaint.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Request to the extent it is vague, overly broad, unduly burdensome and to the extent it seeks documents that are not relevant to the claims or parties at issue and not reasonably calculated to lead to the discovery of admissible evidence. Lomas objects to this Request to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by such protections shall not be deemed a waiver thereof. In addition, Lomas objects to this Request to the extent documents responsive to this Request are already in the possession of the Defendants.

RESPONSE:

In accordance with his objections, Plaintiff responds as follows:

Plaintiff has produced all relevant, non-privileged, not otherwise objected to, documents within his possession or control, to the extent any exist.

THE PLAINTIFF,
WILLIAM A. LOMAS

By: /s/ Thomas J. Rechen
Thomas J. Rechen
McCarter & English, LLP
City Place I, 185 Asylum Street
Hartford, CT 06103
Tel.: (860) 275-6706
Fax: (860) 218-9680
Email: trechen@mccarter.com

CERTIFICATE OF SERVICE

This is to certify that on May 6, 2016, a copy of the foregoing was served by e-mail and first class mail, postage prepaid, to all counsel of record as follows:

Richard J. Buturla, Esq.
Mark J. Kovack, Esq.
Berchem, Moses & Devlin, P.C.
75 Broad St.
Milford, CT 06460

Gerald Fox, Esq.
Edward D. Altabet, Esq.
Steven I. Wallach, Esq.
Gerald Fox Law P.C.
12 East 49th Street, Suite 2605

/s/Thomas J. Rechen
Thomas J. Rechen

EXHIBIT H

DOCKET NO. FST-CV-155014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS	)	JUDICIAL
	)	DISTRICT OF
	)	STAMFORD/
	)	NORWALK
Plaintiff,	)	
v.	)	
	)	AT STAMFORD
PARTNER WEALTH MANAGEMENT, LLC	)	
ET AL.	)	
	)	May 6, 2016
Defendants.	)	

PLAINTIFF'S RESPONSES AND OBJECTIONS TO DEFENDANTS' FIRST SET OF INTERROGATORIES

Pursuant to §§ 13-7 and 13-8 of the Connecticut Practice Book, Plaintiff William A. Lomas ("Lomas"), through his attorneys, responds to the Interrogatories dated October 30, 2015 (the "Interrogatories"), served by the defendants, Partner Wealth Management, LLC ("PWM"), Kevin G. Burns, James Pratt-Heaney and William Loftus (the "Individual Defendants" and, together with PWM, "the Defendants"). In addition to his general objections, Lomas specifically objects to Interrogatories No. 1, 3 and 4.

Lomas reserves the right to amend and/or supplement his objections and/or responses to these Interrogatories consistent with further investigation and discovery.

GENERAL OBJECTIONS

1. Lomas objects to these Interrogatories (including the "Definitions" and "Instructions") to the extent that they purport to impose any obligation beyond that required by the Connecticut Practice Book.

2. Lomas objects to each Interrogatory to the extent that it seeks information or documents protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other rule of privilege or confidentiality provided by law.

3. Lomas objects to each Interrogatory to the extent it requests information that is readily available to the Defendants and/or can be obtained by the Defendants with less burden and expense than it can be obtained by Lomas.

4. Lomas objects to each Interrogatory to the extent that it seeks information neither relevant to the subject matter of this lawsuit nor reasonably calculated to lead to the discovery of admissible evidence pursuant to Practice Book § 13-2 and the Code of Evidence § 4-8(a).

5. To the extent that Lomas responds to these Interrogatories, such responses should not be construed as a representation or admission that the information provided in the response is relevant or admissible at trial.

6. Lomas objects to the extent that any Interrogatory implies the existence of facts or circumstances not of record or that do not exist, and to the extent that any Interrogatory assumes a legal conclusion. By responding, Lomas does not admit any factual or legal assumptions contained in any Interrogatory.

7. Lomas objects to the extent that any Interrogatory calls for a legal conclusion.

8. Lomas objects to Instruction No. 2 to the extent it requires Lomas to provide information that goes beyond the obligations of a party responding to interrogatories under the Connecticut Practice Book.

9. In responding to these Interrogatories, Lomas does not waive the foregoing general objections, nor does he waive the specific objections that are set forth in the responses to the individual Interrogatories below. By providing information or documents in response to the

Interrogatories, Lomas does not concede that the information or documents are relevant to this action or that they are reasonably calculated to lead to the discovery of admissible evidence. Lomas expressly reserves his right to object to further discovery into the subject matter of these Interrogatories, to object to the introduction into evidence of any portion thereof, and to supplement or amend his responses.

10. Lomas incorporates by reference the foregoing general objections into each response set forth below.

OBJECTIONS & RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1:

Excluding the Individual Defendants, Jeffrey Fuhrman and you, identify each other person that you understand to possess knowledge or information concerning either the claims asserted by you in this Action or the defenses asserted by Defendants in this Action.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to the Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, marital privilege, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by such protections shall not be deemed a waiver thereof.

RESPONSE:

Lomas objects to providing the last known address, and home, work and/or mobile telephone number of the individuals identified below. This information is as readily available to Defendants as it is to Lomas. Subject to and without waiving the foregoing objections Lomas

states that the following people may have knowledge of facts relating to the allegations of the Complaint:

1. **Eliza De Pardo**. Principal and Director of Consulting for FA Insight.
2. **Rajini Kodialam**. Focus Financial Partners, LLC.
3. **David Lagasse, Esq.** Mintz Levin Cohn Ferris Glovsky and Popeo PC.
4. **Thomas Rechen, Esq., Brittany Killian, Esq.** McCarter & English, LLP.
5. **Sam Braunstein, Esq**. Braunstein and Todisco PC.
6. **Jim Shanahan**. Chief Financial Officer, Focus Financial Partners, LLC.
7. **John Rolleri**. Corporate Accountant for Partners Wealth Management.

INTERROGATORY NO. 2:

Excluding the Individual Defendants, Jeffrey Fuhrman, you and your attorney, identify each person with whom you have had any communications regarding the subject matter of the Complaint, and for each such person identified, set forth the date, time and reason for each communication and identify all documents relating to each of the above-identified communications.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein.

RESPONSE:

Subject to and without waiving the foregoing objections Lomas responds as follows:

1. **Gwendolen Lomas**, Lomas' wife. Lomas will not provide the date, time and reason for the communication, or identify any documents related to each communication, as they are subject to the marital privilege.

INTERROGATORY NO. 3:

Identify each and every current or former client listed on Schedule E of the Partner Wealth Management LLC Limited Liability Company Agreement dated January 1, 2015 with whom you have had any communication since January 13, 2015 and for each such person identified set forth the date, time and reason for each communication and identify all documents relating to each of the above-identified communications.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Interrogatory on the grounds that is overly broad, unduly burdensome, and not reasonably limited in time or scope. Lomas additionally objects as the information sought is not relevant to the claims or parties at issue and not reasonably calculated to lead to the discovery of admissible evidence.

RESPONSE:

In accordance with his objections, Lomas will not provide a response to this Interrogatory.

INTERROGATORY NO. 4:

Identify each expert, including those that you intend to call as an expert witness at trial, who has been retained, specifically employed or consulted by you in anticipation of litigation or in preparation for trial, and for each such expert, state the subject matter on which he/she was consulted, identify any written report, summarize any oral reports, and for those experts you intend to call at trial, state the subject matter on which each such person is expected to testify, the qualifications of the person to testify on the subject matter as an expert, and state the substance

of the facts and opinions to which the expert is expected to testify and a summary of the grounds for each opinion.

OBJECTION:

Lomas incorporates his General Objections set forth above as though fully set forth herein. In particular, Lomas objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, work product doctrine, or any other applicable privilege or doctrine. The inadvertent disclosure of any information covered by such protections shall not be deemed a waiver thereof. Lomas further objects to this Interrogatory to the extent it attempts to impose upon Lomas requirements and/or obligations in addition to or different from those imposed by the Connecticut Practice Book, and specifically Connecticut Practice Book § 13-4.

RESPONSE:

Subject to and without waiving the foregoing objections Lomas responds as follows: no determination has yet been made about expert witnesses who may be called to testify at trial in this matter. Lomas will disclose any expert witnesses in accordance with the requirements and deadlines established by the Connecticut Practice Book and Scheduling Order entered in this case as modified per agreement of the parties.

Dated: May 6, 2016 THE PLAINTIFF,
Hartford, Connecticut WILLIAM A. LOMAS

By: /s/ Thomas J. Rechen

Thomas J. Rechen
Brittany A. Killian
McCarter & English, LLP
City Place I, 185 Asylum Street
Hartford, CT 06103
Tel.: (860) 275-6706
Fax: (860) 218-9680
Email: trechen@mccarter.com
His Attorneys

VERIFICATION

I, William A. Lomas, hereby certify that I have reviewed the above Interrogatories and responses thereto and that they are true and accurate to the best of my knowledge, information and belief.

William A. Lomas

Subscribed and sworn to before me this 5 day of May, 2016.

Commissioner of the Superior Court /
Notary Public
My Commission Expires: 4-30-2020

Jacquelyn J. Purdy
Notary Public
Connecticut
My Commission Expires 4/30/2020

CERTIFICATE OF SERVICE

This is to certify that on May 6, 2016, a copy of the foregoing was served by e-mail and first class mail, postage prepaid, to all counsel of record as follows:

Richard J. Buturla, Esq.
Mark J. Kovack, Esq.
Berchem, Moses & Devlin, P.C.
75 Broad St.
Milford, CT 06460

Gerald Fox, Esq.
Edward D. Altabet, Esq.
Steven I. Wallach, Esq.
Gerald Fox Law P.C.
12 East 49th Street, Suite 2605
New York, NY 10017

/s/Thomas J. Rechen
Thomas J. Rechen

EXHIBIT I

GERARD FOX LAW P.C.
12 East 49th Street
26th Floor
New York, New York 10017
(646) 690-4980
(310) 441-4447 fax
ealtabet@gerardfoxlaw.com

May 27, 2016

VIA E-MAIL (trechen@mccarter.com; bkillian@mccarter.com)

Thomas Rechen, Esq.
Brittany Killian, Esq.
McCarter & English, LLP
CityPlace I
185 Asylum Street
Hartford, Connecticut 06103

Re: ***Lomas v. Partner Wealth Management, LLC et al.***

Dear Mr. Rechen and Ms. Killian:

We are in receipt of Plaintiff's Responses and Objections to Defendants' First Set of Document Requests and First Set of Interrogatories dated May 6, 2016 (the "Responses"). And we have also reviewed Ms. Killian's letter dated January 21, 2016, raising the same objections.

Plaintiff has represented in its Responses that it has produce all documents responsive to all of Defendants' document requests except for Request Nos. 14 and 15. Plaintiff has refused to respond only to Interrogatory No. 3.

The basis for Plaintiff's objections are that Requests Nos. 14 and 15 and Interrogatory No. 3 seek information that is not relevant to any of the claims or defenses in the lawsuit. Without conceding that these objections were ever well founded, enclosed herewith is a draft of Defendants Answer ("DA") and Counterclaim Complaint ("DCC"). As you know, Defendants' motion to strike is pending and so neither the DA nor the DCC – or substantially similar pleadings – can be formally filed until there is an adjudication on the motion to strike. However, discovery needs to proceed in a timely and efficient manner and so we are providing you with the attached draft.

Request No. 14 seeks "[a]ll personal or business calendars, diaries, time entries or other records that show or reflect [Lomas'] scheduled work activities for the period between January 1, 2014 and January 13, 2015."

The Counterclaim Complaint alleges, among other things, that Lomas failed to perform as expected of him by the other Members and in derogation of the standards of care required of a wealth manager. (DCC ¶¶ 11, 25-44). Counts 1 and 2 of the DCC state causes of action for

breach of the implied covenant of good faith and fair dealing and negligent performance of his duties. (DCC ¶¶ 72-90). Counterclaim Plaintiffs' seek damages as a result, set off pursuant to Section 7.8(d) of the PWM LLC Agreement, effective January 1, 2015 (the "2015 PWM Agreement"),[1] and costs and attorneys' fees. (*See also* DA ¶¶ 68-69).

Therefore, Request No. 14 seeks relevant information. Defendants and Counterclaim Plaintiffs' request that Lomas promptly produce all documents responsive to this request.

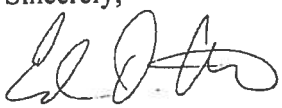
Request No. 15 seeks "[a]ll documents concerning any communications, including, but not limited to, notes, memoranda, emails, phone records and electronic recordings, between you and any present or former client listed on Schedule E of the Partner Wealth Management LLC Limited Liability Company Agreement dated January 1, 2015 from January 13, 2015 through the present."

And **Interrogatory No. 3** instructed Lomas to "Identify each and every current or former client list on Schedule E of the Partner Wealth Management LLC Agreement dated January 1, 2015 with whom you have had any communication since January 13, 2015 and for each such person identified set forth the date, time and reason for each communication and identify all documents relating to each of the above-identified communications."

The DCC alleges that Lomas has breached his non-solicitation covenants. (*See* DCC ¶¶ 66-71; 103-113; 131-136). As such, Request No. 15 and Interrogatory No. 3 seek information that is relevant to claims and defenses in this lawsuit. Defendants and Counterclaim Plaintiffs' request that Lomas promptly produce all documents responsive to Request No. 15 and respond fully to Interrogatory No. 3.

As you know, we are scheduled to conduct Mr. Lomas' deposition on June 23, 2016. If we have not received responsive documents and a complete response to Interrogatory 3 sufficiently in advance of the deposition, we will need to discuss Lomas' appearance for a second day of testimony.

Sincerely,



Edward D. Altabet

---

[1] Even if Plaintiff were correct – and he is not – that the PWM LLC Agreement dated Nov. 30, 2009 (the "2009 PWM Agreement") were controlling, Section 8.9(d) of the 2009 PWM Agreement is materially identical.

EXHIBIT J

DRAFT
5/27/16

DOCKET NO.: FST CF 15-5014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS,	)	JUDICIAL DISTRICT OF STAMFORD/NORWALK
Plaintiffs,	)	
	)	AT STAMFORD
versus	)	
	)	
PARTNER WEALTH MANAGEMENT, LLC KEVIN G. BURNS, JAMES PRATT-HEANEY, AND WILLIAM P. LOFTUS	)	MAY _, 2016
	)	
Defendants.	)	
	)	**ANSWER AND COUNTERCLAIMS**
PARTNER WEALTH MANAGEMENT, LLC, KEVIN G. BURNS, JAMES PRATT-HEANEY, AND WILLIAM P. LOFTUS,	)	
Counterclaim Plaintiffs,	)	
versus	)	
WILLIAM A. LOMAS,	)	
Counterclaim Defendant.	)	

ANSWER TO PLAINTIFF'S AMENDED COMPLAINT

Parties

1. Admit, except deny knowledge or information sufficient to form a belief as to the truth of the allegation concerning Lomas' residence.

2. Admit.

3. Admit.

4. Admit.

5. Admit, but deny the subordinate clause – "which is the legally binding operating agreement of [Partner Wealth Management, LLC] PWM." The PWM Limited Liability

Company Agreement dated November 30, 2009 (the "**2009 PWM Agreement**"), was duly amended on May 1, 2014 (the "**2014 Amendment**") and a new PWM LLC agreement was duly voted on and approved by Members holding at least 65% of the Percentage Interests on or about December 26, 2014, which became effective January 1, 2015 (the "**2015 PMW Agreement**").

Jurisdiction and Venue

6. The allegations contained in paragraph 6 state legal conclusions to which no responsive pleading is required. To the extent a response is required, the allegation is denied.

7. The allegations contained in paragraph 7 state legal conclusions to which no responsive pleading is required. To the extent a response is required, the allegation is denied.

8. The allegations contained in paragraph 8 state legal conclusions to which no responsive pleading is required. To the extent a response is required, the allegation is denied.

9. The allegations contained in paragraph 9 state legal conclusions to which no responsive pleading is required. To the extent a response is required, the allegation is denied.

Factual Background

10. The allegations contained in paragraph 10 state legal conclusions to which no responsive pleading is required. To the extent a response is required, the allegation is denied.

11. The allegation contained in paragraph 11 is vague and ambiguous preventing a responsive pleading. LLBH Private Wealth Management LLC ("**LLBH**" or "**LLBH Private**") is a registered investment adviser and PWM, via that certain Management Agreement dated December 1, 2009, provides services to LLBH pursuant to the terms and provisions of the Management Agreement.

12. With respect to the allegations contained in the first sentence of paragraph 12: admit that Kevin Burns, James Pratt-Heaney, William Loftus, and William Lomas (collectively,

the "**Principals**") purchased an entity called White Oak Advisors, LLC; deny knowledge and information sufficient to form a belief as to the law White Oak was organized and exiting under; deny that the members "purchased" PWM. With respect to the allegations contained in the second sentence of paragraph 12: admit. With respect to the allegations contained in the third sentence of paragraph 13: admit, except deny knowledge and information sufficient to form a belief as to whether LLBH Group Private Wealth Management, LLC ("**LLBH Group**") provided broker-dealer services.

13. Admit, except deny that the document attached as Exhibit C is a true and accurate copy of the Asset Purchase Agreement dated December 1, 2009 by and between the parties thereto and deny that Focus Financial Partners LLC ("**Focus**") is a member of LLBH Private.

14. Admit.

15. The allegations contained in paragraph 15 state conclusions of law to which no responsive pleading is required. To the extent a responsive pleading is required the allegations are denied.

16. The allegations contained in paragraph 16 state conclusions of law to which no responsive pleading is required. To the extent a responsive pleading is required the allegations are denied.

17. Admit.

18. Section 8.5 of the 2009 PWM Agreement speaks for itself and is the best evidence of what is stated therein.

19. Section 8.8 of the 2009 PWM Agreement speaks for itself and is the best evidence of what is stated therein.

20. Section 3.1 of the Management Agreement speaks for itself and is the best

evidence of what is stated therein.

21. Section 3.1 of the Management Agreement speaks for itself and is the best evidence of what is stated therein.

22. The defined terms set forth in the APA speak for themselves and the APA is the best evidence of what is stated therein.

23. Section 8.7 of the 2009 PWM Agreement speaks for itself and is the best evidence of what is stated therein.

24. Section 8.7(c) of the 2009 PWM Agreement speaks for itself and is the best evidence of what is stated therein.

25. Section 8.8 of the 2009 PWM Agreement speaks for itself and is the best evidence of what is stated therein.

26. Deny knowledge and information sufficient to form a belief as to the truth of the allegation contained in paragraph 26.

27. Deny knowledge and information sufficient to form a belief as to the truth of the allegation contained in paragraph 27.

28. Deny knowledge and information sufficient to form a belief as to the truth of the allegation contained in paragraph 28.

29. Deny knowledge and information sufficient to form a belief as to the truth of the allegation contained in paragraph 29.

First Count

1-29. Under modern pleading, a complaint is a unitary document and there is no need to repeat and re-allege allegations under the various legal theories propounded by a complaint.

30. The allegations contained in paragraph 30 state conclusions of law to which no

responsive pleading is required. To the extent a responsive pleading is required the allegations are denied.

31. The allegations contained in paragraph 31 state conclusions of law to which no responsive pleading is required. To the extent a responsive pleading is required the allegations are denied.

32. The allegations contained in paragraph 32 state conclusions of law to which no responsive pleading is required. To the extent a responsive pleading is required the allegations are denied.

Second Count

1-32. [Adjudication on Motion to Strike Pending]

33. [Adjudication on Motion to Strike Pending]

34. [Adjudication on Motion to Strike Pending]

35. [Adjudication on Motion to Strike Pending]

36. [Adjudication on Motion to Strike Pending]

37. [Adjudication on Motion to Strike Pending]

38. [Adjudication on Motion to Strike Pending]

39. [Adjudication on Motion to Strike Pending]

40. [Adjudication on Motion to Strike Pending]

41. [Adjudication on Motion to Strike Pending]

42. [Adjudication on Motion to Strike Pending]

43. [Adjudication on Motion to Strike Pending]

44. [Adjudication on Motion to Strike Pending]

45. [Adjudication on Motion to Strike Pending]

46. [Adjudication on Motion to Strike Pending]

47. [Adjudication on Motion to Strike Pending]

48. [Adjudication on Motion to Strike Pending]

49. [Adjudication on Motion to Strike Pending]

Third Count

1-49. [Adjudication on Motion to Strike Pending]

50. [Adjudication on Motion to Strike Pending]

51. [Adjudication on Motion to Strike Pending]

52. [Adjudication on Motion to Strike Pending]

53. [Adjudication on Motion to Strike Pending]

54. [Adjudication on Motion to Strike Pending]

Fourth Count

1-54. [Adjudication on Motion to Strike Pending]

55. [Adjudication on Motion to Strike Pending]

56. [Adjudication on Motion to Strike Pending]

57. [Adjudication on Motion to Strike Pending]

Fifth Count

1-57. [Adjudication on Motion to Strike Pending]

58. [Adjudication on Motion to Strike Pending]

59. [Adjudication on Motion to Strike Pending]

Sixth Count

1-59. [Adjudication on Motion to Strike Pending]

60. [Adjudication on Motion to Strike Pending]

Seventh Count

1-61. Under modern pleading, a complaint is a unitary document and there is no need to repeat and re-allege allegations under the various legal theories propounded by a complaint.

61. The allegations contained in paragraph 61 state conclusions of law to which no responsive pleading is required. To the extent a responsive pleading is required the allegations are denied.

62. The allegations contained in paragraph 62 state conclusions of law to which no responsive pleading is required. To the extent a responsive pleading is required the allegations are denied.

AFFIRMATIVE DEFENSES

First Affirmative Defense

63. The Amended Complaint fails to state any causes of action.

Second Affirmative Defense

64. Plaintiff's breach of his contractual and/or fiduciary duties relieved the defendants of any duty or obligation to tender performance.

Third Affirmative Defense

65. The relief sought by the Plaintiff is barred by the doctrine of waiver.

Fourth Affirmative Defense

66. The relief sought by the Plaintiff is barred by equitable estoppel.

Fifth Affirmative Defense

67. The relief sought by the Plaintiff is barred by the doctrine of unclean hands.

Sixth Affirmative Defense

68. The relief sought by the Plaintiff is barred by the doctrine of equitable setoff.

Seventh Affirmative Defense

69. The relief sought by the Plaintiff is barred by contractual setoff.

Eighth Affirmative Defense

70. The relief sought by the Plaintiff is barred because the purported damages sustained by the Plaintiff were cause by a third party and not the Defendants.

Ninth Affirmative Defense

71. The relief sought by the Plaintiff is barred because the damages allegedly sustained by Plaintiff were cause by Plaintiff's own conduct.

Tenth Affirmative Defense

72. The relief sought by the Plaintiff is barred because none of the Defendants owe any fiduciary duties to Plaintiff.

Eleventh Affirmative Defense

73. The relief sought by the Plaintiff is deferrable at the sole discretion of the Defendants pursuant to Section 7.7(a) of the 2015 PWM Agreement and/or Section 8.12(a) of the 2009 PWM Agreement.

COUNTERCLAIM COMPLAINT

1. Counterclaim Plaintiffs, Partner Wealth Management, LLC ("**PWM**"), Kevin G. Burns ("**Burns**"), James Pratt-Heaney ("**Pratt-Heaney**"), and William P. Loftus ("**Loftus**"), by and through their undersigned counsel, Gerard Fox Law P.C. and Berchem Moses & Devlin, P.C., as and for their Counterclaims against Counterclaim Defendant William A. Lomas ("**Lomas**") allege as follows:

THE PARTIES AND RELEVANT NON-PARTIES

2. Counterclaim Plaintiff PWM is a limited liability company existing and organized under the laws of the state of Connecticut and has its principal place of business located at 33 Riverside Avenue, Westport, Connecticut 06880.

3. Counterclaim Plaintiff Burns is an individual residing in Westport, Connecticut. Burns is a member and officer of PWM.

4. Counterclaim Plaintiff Pratt-Heaney is an individual residing in Weston, Connecticut. Pratt-Heaney is a member and officer of PWM.

5. Counterclaim Plaintiff Loftus is an individual residing in Westport, Connecticut. Loftus is a member and officer of PWM.

6. Counterclaim Defendant Lomas is an individual residing in Weston, Connecticut. Lomas noticed his intent to withdraw as a member of PWM on October 13, 2014. The effective date of Lomas' withdrawal as a member of PWM was January 14, 2015. Prior to the effective date of his withdrawal, Lomas was also an officer of PWM.

7. Burns, Loftus, Pratt-Heaney, and Lomas are collectively referred to herein as either the "**Principals**" or the "**Members**."

8. Non-Party LLBH Private Wealth Management, LLC ("**LLBH**" or "**LLBH**

Private") is a registered investment advisor ("**RIA**"). Burns, Pratt-Heaney, and Loftus are officers of LLBH. Prior to his withdrawal from PWM, Lomas was also an officer of LLBH.

9. PWM is the manager of LLBH.

10. Non-Party Focus Financial Partners LLC ("**Focus**") is the 100% indirect owner of LLBH and is, upon information and belief, a limited liability company organized and existing under the laws of the State of Delaware and has its principal place of business at 909 Third Avenue, New York, New York 10022.

FACTUAL BACKGROUND

Preliminary Statement

11. After working together for many years at Merrill Lynch, Burns, Loftus, Pratt-Heaney, and Lomas decided to strike out on their own and establish their own independent investment advisory business in 2008 (the "Business").[1] While the Business has experienced enormous success over the past eight years, that success has been in spite of the obstacles and challenges created by Lomas. Lomas has not only failed to materially contribute to the development and growth of PWM and the RIA it manages, LLBH, but he has actively caused harm to the Business by failing to develop himself as an advisor, by his frequent absenteeism, by his failure to originate any meaningful Business since 2013 despite an express promise and representation to the other Principals that he would do so, and by causing unnecessary delays in the implementation of wealth management strategies, which negatively impacted PWM's bottom line.

12. Although Lomas alleges in his Complaint that he is the victim of a scheme, nothing could be farther from the truth. Indeed, Lomas' withdrawal from PWM is nothing but an

[1] Because of the structure of the relationships between LLBH, PWM, and the Principals, the Counterclaim Complaint will collectively refer their business enterprise as the "Business."

attempt to continue his free-ride on the other Members' hard work and was designed to intentionally harm the other Principals of PWM.

13. When the Principals struck out on their own, they partnered with Focus Financial, who provided them with financial and operational support. It had always been assumed that Focus – if asked – would be willing to make a market and buy a withdrawing Principal's equity. But the Principals learned otherwise at a meeting on October 13, 2014 – the day Lomas dated his withdrawal notice. One of the other Principals, Pratt-Heaney, had been looking to cash in a portion of his equity. At a meeting with Burns, Loftus, and Lomas on October 13, 2014, Jeff Fuhrman, the CFO/COO of LLBH told them that Focus was unwilling to buy a portion of Pratt-Heaney's equity. Focus' position and determination that they would not make a market and would not buy Pratt-Heaney's or any withdrawing Principals equity had enormous economic implications for PWM and the Principals. Whereas the economics of a Focus buy-out of a Principal's equity would, other things being equal, not cause PWM or the remaining Principals any material economic harm, if PWM and the remaining Principals had to self-finance a buy-out, the remaining Principals would suffer an extraordinary financial hardship, potentially driving PWM into insolvency or forcing it to unwind altogether.

14. At the meeting on October 13, 2014, when it was learned that Focus would not buy a portion of Pratt-Heaney's equity, all of the Principals knew they had a problem, but none believed there to be an imminent problem because, as far as the Principals knew of each other's plans, none of them intended to retire in the near-term and the Principals has been actively engaged in revising the PWM limited liability company ("LLC") agreement since July 2014. When Burns and Loftus asked Lomas about whether he planned to retire in the near-term, Lomas deceived them to their faces and told them he had no intention of retiring any time soon. Lomas

left the office early that day and, either on his own or with the help of attorney, drafted his withdrawal notice, which was dated October 13, 2014. The next morning, on October 14, 2014, Lomas tendered his notice to the other Principals.

15. Although momentarily stunned by the notice, Fuhrman and Loftus attempted to discuss the situation with Lomas in the ensuing days and weeks and tried to work out a deal with him that would not result in an economic hardship for the remaining Principals and the potential implosion of the Business. But Lomas refused to have any discussions.

16. Discussions had been underway since at least July 2014 to amend the valuation provisions of PWM's LLC agreement in order for the valuation provisions to track the changes to the compensation formula that the Principals had unanimously agreed upon in May 2014. In light of Lomas' intransigence, the remaining Principals undertook to conclude the process of revising and amending the PWM LLC agreement.

17. Article VII of the PWM LLC agreement authorizes changes to the LLC agreement upon a 65% majority vote. An amended agreement was prepared by PWM's counsel and put to a vote. Burns, Loftus, and Pratt-Heaney – representing a 75% majority – voted in favor of adopting the new LLC agreement, which became effective January 1, 2015, two weeks before the effective date of Lomas' withdrawal.

18. The remaining Principals are seeking to protect the Business they have toiled to build – and which Lomas has actively damaged. They seek a judgment against Lomas setting off against the purchase price of Lomas' equity the damage he has caused to the Business by virtue of: (i) his breach of the implied covenant of good faith and fair dealing; (ii) his negligent performance of his duties; (iii) his breach of his obligations to cooperate in the transition of clients; (iv) for the fraud he perpetrated against the other Principals when he falsely promised

them he would develop business; (v) his breach of the non-solicitation covenants in the various PWM operating; (vi) his breaches of his fiduciary duties to PWM; (vii) his breach of his fiduciary duties to the remaining Principals; and (viii) for punitive damages for his willful and wanton misconduct. Counterclaim Plaintiffs also seek costs and attorneys' fees in connection with the foregoing, which they are contractually entitled to. And Counterclaim Plaintiffs also seek a preliminary and permanent injunction restraining Lomas from continuing to solicit their clients and declaratory judgment that the valuation of Lomas' equity is governed by the PWM LLC agreement that the principals voted on and which became effective January 1, 2015.

The Formation of PWM and PWM's Management Fee

19. In October 2008, the Principals left Merrill Lynch and established an RIA called LLBH Group Private Wealth Management, LLC ("**LLBH Group**"). In order to make a real go of realizing their goal of operating an independent RIA, LLBH Group and its Principals sought financial backing and operational resources. They approached Focus because Focus specializes in helping teams of advisers break away from so-called "wirehouses," like Merrill Lynch, to become independent RIAs.

20. In connection with approaching Focus, in late November and early December 2009, the Principals entered into three agreements:

a. an Asset Purchase Agreement between, on the one hand, Focus and LLBH Private, an acquisition vehicle created and controlled by Focus, and, on the other hand, LLBH Group and the Principals dated December 1, 2009 (the "**APA**");

b. the PWM Limited Liability Company Agreement between the Principals dated November 30, 2009 (the "**2009 PWM Agreement**"); and

c. a Management Agreement between, on the one hand, Focus and LLBH Private

and, on the other hand, PWM and the Principals dated December 1, 2009 (the "**Management Agreement**").

21. Under the APA, Focus, through its subsidiary, LLBH Private, acquired all of the assets of LLBH Group – including accounts receivables, client and customer lists, and intellectual property. Focus paid consideration to the Principals in the form of cash and equity in Focus.

22. Concurrently with the APA, the Principals established PWM.

23. And concurrently with the APA and the 2009 PWM Agreement, PWM and the Principals entered into the Management Agreement with LLBH and Focus whereby PWM became the manager of LLBH and became contractually entitled to a management fee, which is a percentage of the fees earned for the management of LLBH's clients' assets (the "**Management Fee**").

24. PWM's only asset is the Management Fee that it is entitled to from LLBH pursuant to the Management Agreement. Thus, the Principals' compensation and the valuation of PWM itself are all inextricably intertwined with the Management Fee.

Lomas' Continuous Failure to Perform, LLBH's Engagement of FA Insight, And Lomas' First Attempt to Leave PWM

25. When the Principals left Merrill Lynch and struck out on their own in late 2008, they had a relatively clear idea of the roles that each would perform at the newly created independent RIA. In addition to client generation, Pratt-Heaney was to devote a portion of his time to the functional roles of Chief Operating Officer and Chief Investment Officer, Burns and Loftus were to devote a portion of their time to other executive operational roles, and Lomas was to devote a portion of his to time to the Chief Financial Officer role and running the planning process. Lomas, however, failed to adequately perform his operations role and his efforts at

business generation substantially stagnated over time.

26. The planning process is an important aspect of the Business because LLBH's Business is based upon planning. The Principals had developed a rigorous multi-step process for auditing existing and new clients' net worth and determining a specialized and customized wealth management plan for each existing and new client. The planning process is a recurring process. Depending on the client and their needs, the process occurs annually or quarterly for a client. Indeed, this is an essential part of the value proposition the Principals offer their clients and is summed up by LLBH's trademarked tagline: "Wall Street Experience Meets Hometown Care." Although Lomas scarcely originated any Business, by virtue of his role in leading the planning process, Lomas was able to ingratiate himself into the lead adviser role for several accounts solely by virtue of the frequency of contact he had with the client during the planning process – notwithstanding the fact that the client had been originated by one of the other Principals.

27. Despite this advantage, within a year or two of establishing the Business, Lomas informed the other Principals that he no longer wanted to manage the planning process and instead wanted to develop business. As it turns out, Lomas did not want to do much of anything – neither planning nor business development. Although he ceased managing the planning process, which was turned over to Mike Kazakewich, Lomas hardly originated any business.

28. Although, for example, Lomas would routinely stop by Loftus' office and talk about how he "needed to get out there," Lomas began to work less and less. By 2011 or 2012, Lomas was taking extended hunting or fishing trips while the other Principals diligently worked to build the Business. And when he was in the office, he would sit in his office watching youtube videos or mope about the office thereby destroying employee morale. He did not

manage the planning process and he did not originate business in any meaningful way. Despite contributing little and actively harming the Business, he still continued to collect his extraordinarily generous salary.

29. Indeed, Lomas had repeatedly encouraged the other Principals not to work just like him – and proposed a scheme whereby they all take a two year vacation and wait for their non-competes and non-solicitation covenants with Focus to expire and then re-start Business. By all of his conduct since he tendered his withdrawal notice, Lomas is in fact carrying out the very scheme he dreamed up in 2013, when he sought to withdraw the first time from the Business. (*See* ¶¶ 35-39, *infra*).

30. Not only was Lomas physically checked-out of his job, he was also mentally checked-out as well. His performance was simply abysmal by any metric. The business of wealth management requires wealth managers to continually improve themselves by educating themselves and keeping abreast of relevant market trends and new financial products and services. This does not mean attending continuing education classes, as Lomas was required to do to maintain various certifications. It means professional growth by improving one's advisory skill set, sophistication, and client acumen. But Lomas did not improve his skills, sophistication, or acumen. For example, in late 2013 or early 2014 Lomas approached Loftus about co-authoring an article in order for Lomas to help market himself and raise his profile. But when Lomas showed a draft of the article to Loftus, Loftus told him that he would not put his name to the article as it was rudimentary and poorly reasoned and that Loftus would lose credibility with his clients and in the marketplace.

31. Lomas' abysmal performance was compounded by the fact that he could and would delay the adoption of a management products and new investment strategies. This is the

because the Principals have discretion over client accounts and how they are allocated. They are also fiduciaries. Thus, all Principals must understand a strategy or product before it can be implemented on portfolio-wide basis. For example, LLBH, through PWM, set up several very successful investment fund for its clients. But Lomas did not understand how these products worked and repeatedly asked the other Principals to explain them to him. Indeed, at one point, one of the general partners for one of the funds complained to Loftus about Lomas' lack of knowledge of the product. Lomas' performance became so far removed from what was expected of him that he became a detriment and liability in client meetings. Lomas' failure to develop himself and failure to keep abreast of new products and strategies resulted in unnecessary delays in PWM's setting and selecting certain asset management strategies for LLBH's clients. These delays caused the Management Fee to be lower than it should have been in multiple years.

32. By early 2013, Lomas no doubt sensed that he simply could not perform at the level expected of him by PWM. And his failure to perform was about to be brought into stark relief by LLBH's engagement of FA Insight.

33. On or about January 21, 2013, LLBH engaged a third-party consultant called FA Insight – indeed, Lomas signed the engagement letter – to address, among other things, compensation disparities. FA Insight specializes in working with RIAs to help them conduct long-term strategic business planning. FA Insight's mission included, among other things, the development and delivery of a comprehensive set of compensation recommendations, the development and delivery of a multi-year financial model illustrating the recommended compensation plan for each position within the Business, and the development and delivery of a multi-year organizational plan for the Business.

34. One of the critical issues for the Principals was that the compensation structure

that was then in place did not give any weight to a Principal's performance or lack thereof in connection with growing LLBH's Business, which directly effected the Management Fee payable to PWM. The fundamental problem was that compensation was based on a very simple formula: the Management Fee divided by four. But that formula had been established in 2009 on the good faith assumption and expectation that each of the Principals would be contributing equally to the growth of the business and its cash flow. With Lomas doing his best to avoid work, there was increasing frustration with there being an equal distribution of the Management Fee.

35. Lomas knew that FA Insight had been hired to help PWM rationalize the compensation structure and he knew that he had never performed in the manner expected of him. In March 2013, Lomas told the other Principals he wanted to withdraw from PWM. Discussions between Lomas and other Principals began in earnest.

36. Indeed, so in earnest were these discussions that Lomas is completely absent from any of FA Insight's long-range models for LLBH. In an April 25, 2013 report, FA Insight stated: "As of the date of this report, the partnership team is in the process of determining the payout structure for Bill Lomas following his decision to depart LLBH. As was the case in the initial recommendations reports, it has been assumed that Bill will not play a role within the future of LLBH organizational structure."

37. The other Principals offered to pay Lomas per the formula set forth in the 2009 PWM Agreement – or 25% of five times (5x) the Management Fee earned in the prior full calendar year (2012), with half payable immediately and the other half payable over the next five years. In other words, so eager were the other Principals to have Lomas exit at this time, that they were willing to pay him half up front, even though the 2009 PWM Agreement only required

installment payments over a five year period.

38. But Lomas was greedy and demanded that he be paid 5.4x the Management Fee and refused to accept PWM's buy-out offer per the provisions set forth in the 2009 PWM Agreement.

39. On or about April 29, 2013, Lomas indicated he wanted to remain at PWM. The other Principals were unsure what to do when negotiations broke down and Lomas reversed course. Lomas' performance had been so spectacularly below grade, the other Principals certainly could have terminated him for cause under Section 8.10 of the 2009 PWM Agreement.

40. No doubt sensing this possibility, Lomas hatched a scheme to mislead the other Principals and represented to them that if he were permitted to stay he would re-commit himself to the growth of the Business. Lomas had, at one point in his career, developed business. But his contribution to the Business had become minimal and he was contributing only his stagnant book of legacy clients. The other Principals believed that Lomas meant what he said and that he would contribute to the growth of the Business.

41. Lomas feigned doing work for a few weeks thereafter and then resumed his pattern of frequent absenteeism, watching youtube videos in his office when he was at the office, causing undue delays that were a drag on growth and morale while still collecting his extraordinarily generous salary – which was still a quarter of the Management Fee.

42. As FA Insight observed in an April 5, 2013 memorandum, the value of an advisory firm is "a function of the firm's ability to generate, sustain and grow profit or cash flow into the future." In 2013 and 2014, Lomas delivered a trivial amount of growth: he originated a trivial amount of assets to manage and any growth allocable to him was simply a function of managing his legacy clients in an up-market. While the other Principals were working to grow

their books, Lomas continued to collect his generous salary despite having a book that was stagnant.

43. Lomas caused further damage to PWM and the Principals when, in 2013, he refused to be bought out on the terms set forth in the 2009 PWM Agreement. FA Insight had nearly completed or completely finished its work when the negotiations had broken down over Lomas' withdrawing, meaning that PWM had just spent tens of thousands of dollars for FA Insight to develop a long-term strategic plan reorganizing LLBH that did not include a person who now claimed he was finally ready to materially contribute to the growth of the Business.

44. The planning process had long since been transitioned to Mike Kazakewich. And Lomas could not add any value – if he ever did at all – by taking on an operations role. One of FA Insight's key strategic recommendations was for LLBH to hire someone to serve as COO – someone who would not have any responsibility for originating business but who would be solely focused on operations in order to free up the Principals to focus on business origination and development. Thus, the only role for Lomas if he stayed was business development. Lomas knew this and that is why he falsely promised the Principals that he would commit himself to business development.

The Principals Agree to Change the Compensation Structure and Begin Discussions to Change the Valuation Provisions of the Operating Agreement

45. One of the other key recommendations of FA Insight was that the compensation structure for the Principals needed to be changed in order to recognize and give due weight to each Principal's performance and their individual contribution to the growth of the Business. With Jeff Fuhrman's arrival at LLBH in or around July 2013, the Principals and Fuhrman began a series of extensive discussions about how compensation should be structured.

46. On May 1, 2014, the Principals all executed an amendment to the 2009 PWM

Agreement (the "**2014 Amendment**"). Under the 2014 Amendment, the Principals changed the allocation and distribution of net income to give weight to performance. (*See* 2014 Amendment § 5.2). All of the Principals, including Lomas – acting in accordance with Article VII of the 2009 PWM Agreement, which requires a 65% majority to make changes – voted in favor of adopting the 2014 Amendment.

47. It had always been understood that the Principals' compensation and the valuation of PWM were two sides of the same coin because both compensation and valuation are keyed off of the Management Fee, PWM's only asset. Thus, all of the Principals understood that compensation and valuation were inextricably linked. It was always understood that the valuation provisions in the 2009 PWM Agreement, as amended, would be changed to match the changes in the compensation formula set forth in the 2014 Amendment. Thus, even before the 2014 Amendment had been agreed upon, in an email to the Principals on April 8, 2014, circulating a draft of the 2014 Amendment, Fuhrman stated: "While there are many things which I think are quite important to change in the Operating Agreement, with this [the 2014 Amendment] so close to being completed, my preference is to deal with those separately. In fact, once this is executed, please allow me to suggest that we set a tight schedule by which we adhere to work our way through it."

48. And so, shortly after the 2014 Amendment had been adopted, the Executive Committee – comprised of the Principals and Fuhrman – began discussing changes to the operating agreement, including changes to the valuation provisions. A Power Point presentation prepared by Fuhrman for the July 14, 2014 Executive Committee Meeting (the "**July 2014 Power Point**"), provided an extensive analysis of proposed changes to the PWM operating agreement, including changing the valuation provisions, and a schedule to discuss and adopt the

changes. The basic concepts were presented at the July 2014 Executive Committee Meeting; substantive discussions would take place over the ensuing month and at the next Executive Committee Meeting scheduled for August 11, 2014; and the amendments to the operating agreement would be finalized and approved by the September 2014 Executive Committee Meeting.

Lomas' Bad Faith Resignation

49. Against the backdrop of these on-going discussions to further amend the operating agreement and its valuation provisions, in September 2014, Pratt-Heaney became interested in cashing out some of his equity in PWM. Unlike Lomas, he was not looking to withdraw from PWM, but only to realize on some of the value of his equity in PWM.

50. One of the reasons that the Principals had partnered with Focus was their collective belief that Focus would afford them an exit strategy from the Business. That is to say, all of the Principals had assumed since the beginning of the relationship with Focus that Focus would be a ready, willing, and able buyer of the equity of any Principal who wanted to withdraw.

51. But in October 2014, the Principals learned otherwise. The Principals (not including Pratt-Heaney), along with LLBH's CFO/COO, Jeff Fuhrman, all met on October 13, 2014 – the day Lomas' withdrawal notice is dated. At that meeting, Fuhrman reported that Focus was not willing to make a market and buy a portion of Pratt-Heaney's equity in PWM. According to everyone present at the meeting, upon hearing this news, Lomas' face turned white. Burns and Loftus asked Lomas why he seemed so concerned and asked him point-blank if he planned to retire in the near-term. Lomas again misled Burns and Loftus and told them only that he intended to retire "someday." Lomas left the office early that day and, either on his own or with the help of an attorney, drafted his withdrawal notice dated that same day. On October 14,

2014, he tendered his withdrawal notice to the other Principals.

52. With Focus unwilling to make a market for the equity in PWM, a perverse kind of reverse musical chairs was created whereby the first Principal without a seat was the winner. A problem that was only compounded by the fact that Lomas had dramatically underperformed for years. While a purchase by Focus of a withdrawing Principal's equity would, other things being equal, not have devastating economic consequences for PWM and the remaining Principals, if PWM and the remaining Principals had to self-finance a buy-out of a withdrawing principal's equity, the remaining Principals' economic interests would be substantially and materially harmed. This is due to the fact that the valuation of PWM – which is based off of the Management Fee – is in pre-tax dollars, whereas the purchase money in a PWM financed buy-out must use post-tax and after-expense dollars derived from the same Management Fee, which, upon being distributed, is taxed as ordinary income. In other words, under a PWM financed scenario, the remaining Principals would need to earn roughly two dollars for every dollar to be paid to a withdrawing Principal. Lomas knew this because Fuhrman's July 2014 Power Point Presentation expressly pointed this problem out. The problem was further compounded by the fact that even if PWM and the remaining Principals did not have to contend with the negative economics of the tax issue, they would essentially be purchasing Lomas' equity at a wholly unjustified premium, paying Lomas as if he had contributed an equal 25% to the performance of PWM, when in fact he had produced substantially less than 25% to PWM's performance.

53. Lomas also knew from the July 2014 Power Point Presentation that his performance was substantially below that of the other Principals. In fact, when Fuhrman presented an updated performance analysis at the beginning of October 2014, Lomas' performance was even worse than in July 2014. Lomas knew that changes to the PWM LLC

agreement were imminent – as changes to the PWM LLC agreement had been contemplated since at least April 2014, when the Principals were changing the compensation formula. And so Lomas maliciously attempted to time his withdrawal to maximize his own withdrawal payout to the detriment of the other Principals. Indeed, none of the other Principals – all of whom had out-performed Lomas – would have a valuation of their interest at, or even near, what Lomas thinks he is now entitled to.

54. Upon learning that Focus was unwilling to make a market for a portion of Pratt-Heaney's equity, Lomas – to the detriment of the other Principals – rushed for the exit. He had been free-riding on the other Principals' hard work for years and had no intention of helping to fund a purchase of a portion of Pratt-Heaney's equity. Lomas knew, as he had known when he misled the other Principals' in mid-2013, that he did not have and never had any intention of generating business and would not risk one or all of the other Principals retiring first.

The 2015 PWM Agreement

55. The Principals had long intended to overhaul the 2009 PWM Agreement, including its valuation provision. The first step in the process was to change the compensation provisions, which they did – and which everyone agreed to – in May 2014 by way of the 2014 Amendment. While Lomas' withdrawal notice on October 13, 2014, caught the other Principals by surprise, it meant that changes to the operating agreement that the Principals had been discussing at Executive Committee meetings since at least July 2014 and, which they had initially planned to complete by September 2014, would finally need to occur sooner rather than later.

56. As Lomas was well aware, Article VII of the 2009 PWM Agreement contains the following provision: "The Management Committee may, with the approval of Members holding

at least sixty-five percent (65%) of the Percentage Interests, amend any provision of this Agreement." In other words, all Members have a vote, but none has a veto, as to changes to the 2009 PWM Agreement.

57. Fuhrman had been discussing an overhaul of the 2009 PWM Agreement with PWM's counsel since at least July 2014. In or around November 2014, Fuhrman directed PWM's counsel to circulate a draft amended and restated operating agreement to the Principals. A meeting was held with PWM's counsel, Fuhrman, and the Principals on December 18, 2014 to discuss the proposed amended and restated operating agreement.

58. The proposed amended and restated PWM operating agreement contained numerous changes to the 2009 PWM Agreement. Among the proposed changes, all of which had been discussed at various Executive Committee meetings, were changes to the valuation provisions such that the amended and restated PWM operating agreement would track and refer to the compensation provisions set forth in the 2014 Amendment.

59. Under the 2009 PWM Agreement, as amended, Section 8.8 provided for a valuation of PWM according to a simple formula: 5x the Management Fee.

60. Consistent with the 2014 Amendment, the 2015 PWM Agreement changed the valuation formula to track and comport with the new compensation structure established by the 2014 Amendment – which first introduced the concept of the Base Interest and Performance Interest and which all of the Principals had agreed to. Thus, Section 7.5(b) of the 2015 PWM Agreement provides the following valuation method for a withdrawing Principal:

> If the Company repurchases a Member's Interest as a result of: * * * (v) the Member's voluntary withdrawal pursuant to Section 6.2(e); * * * the purchase price of the Member's Interests will be valued as follows:
>
> The purchase price of the Member's Base Interest shall equal the product of: **(i) four; and (ii) the aggregate amount that would be distributable to the**

Member under Section 5.2(a)(i), (ii), (iii) and (iv)[2] for the Valuation Period (if such distributions had been made).

The purchase price of the Member's Performance Interest shall equal the product of: **(i) six; and (ii) the aggregate amount that would be distributable to the Member under Section 5.2(a)(v) and (vi)**[3] for the Valuation Period (if such distributions had been made), provided, however, the purchase price shall be reduced if on the eighteen (18) month anniversary of the end of the original Valuation Period, the purchase price of the Member's Performance Interest calculated for a Valuation Period ending on the eighteen (18) month anniversary of the original Valuation Period is less than ninety percent (90%) of the original purchase price. In that event, the purchase price of the Member's Performance Interest shall be reduced by the difference between ninety percent (90%) of the original purchase price and the purchase price calculated for the Valuation Period ending on the second anniversary of the original Valuation Period.

61. On or about December 26, 2014, the Principals voted on whether to adopt the proposed amended and restated agreement. The Members holding at least 65% of the Percentage Interests – Loftus, Burns, and Pratt-Heaney, who together control 75% of the Percentage

---

2 Sections 5.2(a)(i)-(iv) of the 2015 PWM Agreement, provide as follows:

(i) First, to the Members in proportion to, and to the extent of, the excess, if any, of the cumulative amount of Net Loss previously allocated to each Member pursuant to Section 5.2(d) over the cumulative amount of Net Income previously allocated to each such Member pursuant to this Section 5.2(a)(i);

(ii) Second, to each Member holding a Base Interest (including any Base Interest subject to repurchase because of the retirement of a Member under Section 6.2(c), a base guaranteed payment of $250,000;

(iii) Third, to each Member in accordance with his Base Interest until an aggregate amount equal to the Base Amount, plus or minus twenty percent (20%) of the amount that Net Income otherwise included in the Base Amount has either been increased or reduced from the Net Income of the immediately preceding fiscal year, has been allocated and distributed to each Member;

(iv) Fourth, to each Member, an aggregate amount equal to the Individual Base Amount, less the decrease in Net Income arising from Existing Client Fees included in the Member's Individual Base Amount over the preceding fiscal year, if any;

3 Sections 5.2(a)(v)-(vi) of the 2015 PWM Agreement provide as follows:

(v) Fifth, to each Member, the Net Income in excess of the amounts allocated and distributed above that the Company received from a New Client or an Existing Client allocated to the Member, in a ratio among all Members receiving allocations and distributions of Net Income under this Section 5.2(a)(v) equal to (i) the sum of the New Client Fees and the Existing Client Fees credited to the Member, (ii) over the sum of the Aggregate Client Fees; and

(vi) Sixth, to the Members in accordance with their Base Interest.

Interests – all voted in favor of adopting the proposed amended and restated PWM operating agreement, which became effective January 1, 2015 (the "**2015 PWM Agreement**"). Lomas refused to endorse these changes. Regardless of whether Lomas' vote is characterized as an abstention or a nay, he lost the vote. As a consequence of losing the vote, the 2015 PWM Agreement came into force on January 1, 2015 and is the operative agreement between the Principals with respect to the valuation of Lomas' – or any other Principals' – equity in PWM.

Lomas' Conduct After Noticing His Withdrawal

62. Although Lomas had an on-going obligation under Section 7.8 of the 2015 PWM Agreement to "employ any and all good faith efforts to assist the remaining Members and the Company in retain for the Company his or her assigned clients and Business contacts for which he or she was responsible while a Member of the Company,"[4] Lomas failed to do this. Indeed, he attempted to deliberately derail transitional meetings with clients. While the other Principals were pushing to make a quick announcement to clients, so that the transition would be as smooth and seamless as possible, Lomas refused to cooperate. In fact, Lomas deliberately attempted to frustrate the other Principals' efforts at an orderly transition.

63. PWM has worked hard to cultivate a certain kind of culture that conveys gravitas. One element of that culture is that the Principals and all male staff are expected to wear suits and ties. After he gave notice, Lomas failed to dress appropriately for transitional client meetings.

64. Lomas also projected a dour mood in client meetings that hindered PWM's efforts to smoothly transition clients. Some clients openly wondered whether or not Lomas was dying or being forced out.

65. In one telling example, Lomas accompanied Pratt-Heaney and Mike Kazakewich

---

[4] *Accord* Section 8.9 of the 2009 PWM Agreement, as amended.

to Florida in order to have transition meetings with several clients. Lomas showed up unshaven and slovenly dressed, refused to go in the same car as the other two thereby creating the perception of discord, and conveyed a dour and depressed tone to clients during these transitional meetings.

Lomas' On-Going Attempts to Solicit Clients Subsequent to Withdrawing

66. Since withdrawing from PWM, Lomas has contacted at least several of PWM's clients, including some of the firm's largest clients. And some of these clients have either drawn down funds under management or else completely withdrawn as clients of PWM.

67. Confidential Client No. 1[5] withdrew nearly all of his assets – approximately $17 million – in May 2015. Confidential Client No. 1 told Pratt-Heaney that Lomas had taken him to dinner and an NCAA basketball game in March 2016 and that Lomas played golf with him in April 2016 (and, apparently, gave Confidential Client No. 1 home-made pickles).

68. Confidential Client No. 2 withdrew all of his assets – approximately $25 million – from LLBH in August 2015.

69. Upon information and belief, Lomas has been and continues to initiate contact with Confidential Client Nos. 1 and 2 for the purpose of encouraging these clients to discontinue, change, or reduce such their existing Business relationship with PWM and/or LLBH.

70. Upon information and belief, Lomas has been and continues to initiate contact with other clients of LLBH and PWM for the purpose of encouraging these clients to discontinue, change, or reduce such their existing Business relationship with PWM and/or LLBH.

71. Lomas' goal appears to be to keep various relationships warm, while he waits for

---

[5] PWM and the Principals owe fiduciary duties to LLBH's clients. For that reason, any clients of LLBH are referred to by the convention of "Confidential Client No. _."

his non-compete to expire.

FIRST COUNT
(Breach of Contract – Set Off, Breach of the Implied Covenant of Good Faith and Fair Dealing, and Attorneys' Fees)

72. Lomas was a party to the 2009 PWM Agreement until it was superseded and replaced by the 2015 PWM Agreement, at which point, Lomas became a party to the 2015 PWM Agreement as of its effective date of January 1, 2015.

73. Under Connecticut law, an implied covenant of good faith and fair dealing is implied into every agreement. Good faith performance is required in the performance of all contracts. The concept of good faith emphasizes faithfulness to an agreed common purpose and consistency with the justified expectations of the other party. Lomas acted in bad faith and failed to perform as required and expected of him under the 2009 and 2015 PWM Agreements.

74. It was understood and expected when PWM was formed in 2009 that each of the Principals would contribute in a meaningful and material way to the growth of the Business. An equity interest in PWM was not and was never intended to be a passive investment for any of the Principals. Instead, each of the Principals was expected to create value by growing the assets under LLBH's management, and thereby growing the Management Fee, which is PWM's only asset.

75. None of the Principals made any capital contribution to PWM. Rather, each Principal received substantial consideration in the form of cash and equity in Focus from Focus and, in exchange, PWM received a contractual right to the Management Fee generated by its successful growth of LLBH's assets under management. But that contractual right to the Management Fee and the Management Fee itself were dependent upon each of the Principals contributing to the growth of LLBH's assets under management.

76. Lomas sought to free-ride on the other Principals hard work. Lomas did not manage the planning process despite that being his agreed upon role at the inception of the Business.

77. Lomas sought to transition to business development after refusing to manage the planning process and giving up the CFO function, but Lomas barely originated any business in 2013 and 2014.

78. Lomas spent an extraordinary amount of time away from the office on vacation or else watching youtube videos in his office when he was physically present at work. All the while Lomas was collecting a salary that he did not earn.

79. Lomas failed to develop himself as an adviser – he did not keep current on developments in the wealth management industry thereby causing unnecessary delays in PWM's setting and selecting certain asset management strategies. The delays caused by Lomas resulted in the Management Fee being lower than it otherwise would have been in multiple years.

80. By all of his conduct, Lomas breached the implied covenant of good faith and fair dealing. Lomas had an obligation to contribute to the development of the Business and certainly an obligation not to actively hinder its growth. By his conduct, Lomas damaged PWM's Business.

81. Furthermore, PWM and the remaining Principals are contractually entitled to set off against the purchase price of Lomas' equity in PWM: (a) any damage caused by Lomas to PWM whether by breach of the PWM Agreements, negligence, gross negligence, or willful misconduct; and (b) all costs and expenses, including attorneys' fees.

82. Section 7.8(d) of the 2015 PWM Agreement provides:

> The Company or the remaining Members shall be entitled to set off against any installment payments pursuant to its purchase of Interests

> under this Agreement an amount equal to all costs, expenses (including attorneys' fees) and damages incurred as a result of (i) a breach by the Member of this Section 7.8 or any other section of this Agreement, (ii) the negligence, gross negligence or willful misconduct of the Member, or (iii) any provision of any non-competition, confidentiality and/or non-solicitation agreement to which the Member is a party. All Members shall, not later than the date of execution and delivery hereof, execute the Company's Non-Competition Agreement or equivalent thereof. The rights of set off as set forth herein shall be in addition to any and all remedies available to the Company or the remaining Members under law or resulting from the Member 's violation of any agreement with the Company.

83. Similarly, Section 8.9(d) of the 2009 PWM Agreement, as amended, similarly provides:

> The Company or the remaining Members shall be entitled to set off against any installment payments pursuant to its purchase of Interests under this Agreement in an amount equal to all costs, expenses (including attorneys' fees) and damages incurred as a result of (a) a breach by the Member of this Section 8.9 or any other section of this Agreement, (b) the negligence, gross negligence or willful misconduct of the Member, or (c) any provision of any non-competition, confidentiality and/or non-solicitation agreement to which the Member is a party. All Members shall, not later than the date of execution and delivery hereof, execute the Company's Non-Competition Agreement or equivalent thereof. The rights of set off as set forth herein shall be in addition to any and all remedies available to the Company or the remaining Members under law or resulting from the Member's violation of any agreement with the Company.

84. Lomas has acted in bad faith and breached the implied covenant of good faith and fair dealing. PWM has been damaged by Lomas' failure to perform and by his failure to develop himself as an adviser. PWM is entitled to damages in an amount to be determined at trial, but believed to be no less than $3,000,000. Additionally, pursuant to Section 7.8(d) of the 2015 PWM Agreement and Section 8.9(d) of the 2009 PWM Agreement, PWM is also entitled to recover all of its costs and attorneys' fees in connection with this action.

SECOND COUNT
(Breach of Contract – Set Off, Negligent Performance of Duties, and Attorneys' Fees)

85. As noted above, Section 7.8(d) of the 2015 PWM Agreement and Section 8.9(d) of the 2009 PWM Agreement grant PWM and the remaining Members the right to set off against any payment due to Lomas all costs, expenses (including attorneys' fees), and damages attributable to Lomas' negligence.

86. Lomas owed a duty of care to PWM, Burns, Pratt-Heaney, and Loftus in connection with the performance of his duties as a wealth manager and as an officer and member of PWM.

87. Lomas breached his duty of care that was owed to PWM, Burns, Pratt-Heaney, and Loftus.

88. Lomas contributed virtually nothing to the growth of PWM's Management Fee in 2013 and 2014. Lomas did not manage the planning process. And Lomas barely originated any business in 2013 and 2014. Lomas spent an extraordinary amount of time away from the office on vacation or else watching youtube videos in his office when he was physically present at work. All the while Lomas was collecting a salary that he did not earn.

89. Lomas failed to develop himself as an adviser – he did not keep current on developments in the wealth management industry thereby causing unnecessary delays in PWM's setting and selecting certain asset management strategies. The delays caused by Lomas resulted in the Management Fee being lower than it otherwise would have been in multiple years.

90. By his negligence, PWM and the other Principals were damaged in an amount to be determined at trial, but believed to be not less than $3,000,000. Additionally, pursuant to Section 7.8(d) of the 2015 PWM Agreement and Section 8.9(d) of the 2009 PWM Agreement,

PWM is also entitled to recover all of its costs and attorneys' fees in connection with this action.

THIRD COUNT
(Breach of Contract – Set Off, Breach of the Obligation to Employ Good Faith Efforts in Connection with Transitioning Clients, and Attorneys' Fees)

91. Counterclaim Plaintiffs incorporate by reference the allegations set forth in paragraphs 58 – 61. As detailed in those allegations, Lomas had a duty to use good faith efforts to work with PWM and the other Principals in ensuring that any clients that Lomas serviced remained with PWM.

92. Lomas breached this obligation by refusing to cooperate with the other Principals who desired and determined that it was best for the business that Lomas' departure be announced quickly, by failing to be presentable during numerous transitional meetings, and by deliberately assuming a dour and depressed tone during numerous transitional meetings.

93. As a result of Lomas' breach of this obligation, PWM and the other Principals have been damaged in an amount to be determined at trial, but believed to be no less than $1,000,000. Additionally, pursuant to Section 7.8(d) of the 2015 PWM Agreement and Section 8.9(d) of the 2009 PWM Agreement, PWM is also entitled to recover all of its costs and attorneys' fees in connection with this action.

FOURTH COUNT
(Fraud by False Promise and Attorneys' Fees)

94. In March 2013, Lomas informed the other Principals that he intended to withdraw from the Business. As a result, the other Principals began good faith negotiations with Lomas to buy-out his equity in PWM.

95. The other Principals were eager for Lomas to withdraw as he had not been meaningfully contributing to the growth of the Business, was living off a stagnant book of legacy clients, and was damaging the Business through his continued and repeated failures to perform as

expected of him. Indeed, FA Insight's reports to the Principals concerning the long-term strategic development and organizational structure of the Business did not include Lomas.

96. Although PWM offered to buy out Lomas according to the formula in the 2009 PWM Agreement, Lomas refused and insisted on being paid out at a higher multiple than provided for by the 2009 PWM Agreement.

97. Although the other Principals could have terminated Lomas for cause for his non-performance under Section 8.10 of the 2009 PWM Agreement, Lomas promised and represented to the other Principals in mid-2013 that he would recommit himself to growing the Business. But Lomas never intended to keep these promises and he knew that the representations were false when made.

98. Lomas feigned doing business development work for a few weeks. But after a few weeks, Lomas' scheme became clear: he had no intention of originating business and intended to continue to free ride on the hard work of the other Principals.

99. Under Connecticut law, a promise to do something in the future with the present intention not to undertake the promised action is actionable fraud.

100. PWM and the other Principals reasonably relied upon Lomas' false promise and did not, at that time, exercise their right under Section 8.10 of the 2009 PWM Agreement to terminate him and/or expel him from PWM. Their reliance was reasonable because at one point in time, when they had first gone out on their own, Lomas was committed to growing the Business. The other Principals believed that Lomas was committing to grow his book as he had done years ago. But Lomas failed to do this and knew he had no intention of doing this when he made the representations and promises. His real goal was to avoid being forced out and bought-out at a valuation that was based on the 2012 Management Fee. Lomas was counting on the

other Principals continuing to grow their books and then to cash out after they had put in more hard work to growing the Business.

101. By virtue of Lomas' false promises and representations, PWM and the other Principals suffered damages. They continued to pay Lomas his exceedingly generous salary for doing effectively nothing thereby causing them damage. And Lomas' failure to develop himself as an adviser, which unduly delayed PWM's implementation of certain wealth management strategies that would have grown the Management Fee, caused further damage to PWM and the other Principals.

102. By virtue of Lomas' false promises and representations, PWM and the other Principals have been damaged in an amount to be determined at trial, but believed to be no less than $3,000,000. Additionally, pursuant to Section 7.8(d) of the 2015 PWM Agreement and Section 8.9(d) of the 2009 PWM Agreement, because of Lomas' willful misconduct, PWM is also entitled to recover all of its costs and attorneys' fees in connection with this action.

FIFTH COUNT
(Breach of Contract – Breach of the Non-Solicitation Covenant and Attorneys' Fees)

103. The 2015 PWM Agreement (as well as the 2009 PWM Agreement) contain valid and enforceable non-solicitation covenants.

104. Specifically, Section 7.8(c) of the 2015 PWM Agreement provides:

> For two years after the Member's withdrawal, the Member shall not in any function or capacity, whether for his or her own account or the account of any other person or entity (other than the Company), directly or indirectly, solicit the sale of, market or sell products or services similar to those sold or provided by the Company to any person or entity who is a customer or client of the Company at any time during the term of this Agreement (the "Clients"). As used in this Agreement, "solicit" means the initiation, whether directly or indirectly, of any contact or communication of any kind whatsoever, for the express or implicit purpose of inviting , encouraging or requesting a Client to: (i) transfer assets to any person or entity other than the Company; (ii) obtain investment advisory or similar related services

> from any person or entity other than the Company; or (iii) otherwise discontinue, change, or reduce such Client's existing business relationship with the Company.[6]

105. "The term 'solicit' as used in this Agreement also includes any mail including, e-mail message, or other verbal or written communication that is sent directly or indirectly to one or more Clients informing them: (i) that the Company is no longer providing any or all services, (ii) that the Company plans to no longer provide any or all services, (iii) that the Member is or will be no longer associated with the Company, or (iv) how to contact the Member in the event that the Member is no longer associated with the Company." (*See* 2015 PMW Agreement § 8.7(c)).

106. Not long after the effective date of Lomas' withdrawal on January 14, 2015, one client withdrew a substantial portion of his assets and another client withdrew all of his assets.

107. Confidential Client No. 1[7] withdrew nearly all of his assets – approximately $17 million – in May 2015. Confidential Client No. 1 recently told Pratt-Heaney that Lomas had taken him to dinner and an NCAA basketball game in March 2016 and that Lomas played golf with him in April 2016 (and, apparently, gave Confidential Client No. 1 home-made pickles).

108. Confidential Client No. 2 withdrew all of his assets – approximately $25 million – from LLBH in August 2015.

109. The only reasonable inference is that Lomas is attempting to solicit clients – by keeping various relationships warm until his non-compete covenant expires in 2017.

110. Upon information and belief, Lomas has been and continues to initiate contact

---

6 Section 8.9(c) of the 2009 PWM Agreement, as amended, contains materially identical provisions prohibiting solicitation.

7 PWM and the Principals owe fiduciary duties to LLBH's clients. For that reason, any clients of LLBH are referred to by the convention of "Confidential Client No. _."

with Confidential Client Nos. 1 and 2 for the purpose of encouraging these clients to discontinue, change, or reduce such their existing business relationship with PWM and/or LLBH.

111. Upon information and belief, Lomas has been and continues to initiate contact with other clients of LLBH and/or PWM for the purpose of encouraging these clients to discontinue, change, or reduce such their existing business relationship with PWM and LLBH.

112. PWM has been damaged by Lomas' unlawful solicitation of LLBH/PWM clients in an amount to be determined at trial, but believed to be not less than $5,000,000.

113. Additionally, pursuant to Section 7.8(d) of the 2015 PWM Agreement, PWM is entitled to set off any losses in connection with Lomas' unlawful solicitation of LLBH/PWM clients and is also entitled to recover its costs and attorneys' fees in connection with this action.

SIXTH COUNT
(Breach of Fiduciary Duty to PWM and Attorney's Fees)

114. Lomas, as an officer of PWM, owed PWM a fiduciary duty.

115. By his failure to develop himself as an advisor, his frequent absenteeism, failure to perform as expected of him, and his causing undue delays in PWM's adoption of wealth management strategies, Lomas breached his fiduciary duties to PWM.

116. PWM has suffered damages in an amount to be determined at trial, but believed to be not less than $3,000,000.

117. Additionally, pursuant to Section 7.8(d) of the 2015 PWM Agreement, PWM is entitled to set off any losses in connection with Lomas' breach of his fiduciary duties and is also entitled to recover its costs and attorneys' fees in connection with this action.

SEVENTH COUNT
(Breach of Fiduciary Duty to the Principals and Attorney's Fees)

118. Lomas owes the same fiduciary duties to Burns, Loftus, and Pratt-Heaney that he

alleges they owe him in his Amended Complaint.

119. Lomas knew that PWM and the other Principals had long been contemplating changes to the valuation provisions of the PWM Agreement in order to reflect the new compensation structure set forth in the 2014 Amendment.

120. Lomas, like all of the Principals, had assumed that Focus would buy-out of any withdrawing Principals' equity.

121. When Lomas learned that any buy-out of a withdrawing Principal's equity would need to be financed by the remaining Principals, Lomas put his own self-interest ahead of the fiduciary obligation he owed to the other Principals.

122. Lomas deceived the other Principals at the October 13, 2014 meeting and told them he had no intention of withdrawing any time in the near-term. And then, after he tendered his withdrawal, knowing full well the dire economic consequences that such a withdrawal would cause without Focus willing to make a market in PWM's equity, Lomas refused to negotiate in good faith with the remaining Principals.

123. As a result of Lomas' conduct, which breached his fiduciary duties to the other Members of PWM, Burns, Loftus, and Pratt-Heaney have suffered damages in an amount to be determined at trial, but believed to be not less than $3,000,000.

124. Additionally, pursuant to Section 7.8(d) of the 2015 PWM Agreement, PWM is entitled to set off any losses in connection with Lomas' breach of his fiduciary duties and is also entitled to recover its costs and attorneys' fees in connection with this action.

EIGHTH COUNT
(Willful and Wanton Misconduct and Attorney's Fees)

125. Lomas' actions, as detailed herein, were designed to serve his own self-interest at the expense of the of PWM's and the other Principals' economic and financial well-being.

126. Lomas' conduct represents a substantial departure from, and a violation of, well-accepted standards of good faith, fair dealing, and fair play upon which members in a limited liability company, including Burns, Loftus, and Pratt-Heaney, are entitled to rely.

127. Lomas' course of conduct resulted from an intended course of action, carefully planned and designed with evil motive, malicious intent and/or reckless indifference to the rights of Burns, Loftus, and Pratt-Heaney and the harm such actions would cause them.

128. Lomas acted outrageously and maliciously towards Burns, Loftus, and Pratt-Heaney with willful disregard for their rights, and with the intention of causing them severe economic and financial loss.

129. Burns, Loftus, and Pratt-Heaney have suffered damages in amount to be determined at trial, but believed to be no less than $3,000,000.

130. Additionally, pursuant to Section 7.8(d) of the 2015 PWM Agreement, PWM is entitled to set off any losses in connection with Lomas' willful misconduct and is also entitled to recover its costs and attorneys' fees in connection with this action.

NINTH COUNT
(Preliminary and Permanent Injunction and Attorney's Fees)

131. Counterclaim Plaintiffs incorporate by referenced the allegations set forth in paragraphs 66-71 and 103-113 regarding Lomas' efforts to solicit PWM's clients in violation of the non-solicitation covenants contained in the 2009 and 2015 PWM Agreements.

132. Upon information and belief, Lomas continues to attempt to solicit PWM's and the remaining Principals' clients.

133. Counterclaim Plaintiffs will suffer irreparable injury if Lomas is not enjoyed and restrained from soliciting Counterclaim Plaintiffs' clients.

134. Counterclaim Plaintiffs have no adequate remedy at law.

135. Additionally, pursuant to Section 7.8(d) of the 2015 PWM Agreement, PWM is entitled to recover its costs and attorneys' fees in connection with the enforcement of the non-solicitation covenants.

136. Additionally, Counterclaim Plaintiffs are entitled to an equitable extension of the non-solicitation covenant for an equivalent amount of time as Lomas has been in breach of the covenant.

TENTH COUNT
(Declaratory Judgment)

137. As detailed above, the Principals of PWM, pursuant to Article VII of the 2009 PWM Agreement, as amended, duly voted in favor of the 2015 PWM Agreement, with at least 65% of the Percentage Interests voting in favor of the 2015 PWM Agreement, which became effective on January 1, 2015.

138. Pursuant to Conn. Gen. Stat. § 52-29, a real, actual, bona fide, substantial, and justiciable controversy exists between the parties to this lawsuit, which requires a judicial declaration that:

a. the 2015 PWM Agreement is the currently operative LLC agreement of PWM;

b. the 2015 PWM Agreement became effective January 1, 2015;

c. the 2015 PWM Agreement was the operative LLC agreement of PWM at the time Lomas' withdrawal became effective, on January 14, 2015; and

d. that the valuation of Lomas' interest in PWM is governed and controlled by the 2015 PWM Agreement.

PRAYER FOR RELIEF

WHEREFORE, the Counterclaim Plaintiffs, Partner Wealth Management, LLC, Kevin G. Burns, William P. Loftus, and James Pratt-Heaney, respectfully pray that judgment be entered in their favor against Counterclaim Defendant, William Lomas, for the following relief:

1. Compensatory damages on Counts 1-7 in excess of $15,000, exclusive of interest and costs;
2. Punitive damages on Count 8 for Counterclaim Defendant's willful and wanton conduct;
3. A preliminary and permanent injunction on Count 9, enjoining and restraining Counterclaim Defendant from soliciting Counterclaim Plaintiffs' clients;
4. Pre-judgment interest pursuant to Conn. Gen. Stat. § 37-3a;
5. Post-judgment interest pursuant to Conn. Gen. Stat. §37-3aj;
6. Attorneys' fees pursuant to Section 7.8(d) of the 2015 PWM Agreement and/or Section 9.8(d) of the 2009 PWM Agreement, as amended;
7. Costs and expenses pursuant to Section 7.8(d) of the 2015 PWM Agreement and/or Section 9.8(d) of the 2009 PWM Agreement, as amended;
8. Pursuant to Conn. Gen. Stat. § 52-29, in connection with Count 10, an order declaring that the 2015 PWM Agreement is the operative LLC agreement of PWM, became the operative agreement on January 1, 2015, was the operative LLC agreement of PWM at the time Lomas' withdrawal became effective, on January 14, 2015; and that the valuation of Lomas' interest in PWM is governed and controlled by the 2015 PWM Agreement; and
9. All other legal or equitable relief that the Court may deem just and proper.

COUNTERCLAIM PLAINTIFFS HEREBY DEMAND A TRIAL BY JURY ON ALL CLAIMS SO TRIABLE

DRAFT
5/27/16

DEFENDANTS/COUNTERCLAIM PLAINTIFFS
PARTNER WEALTH MANAGEMENT, LLC,
KEVIN G. BURNS, WILLIAM P. LOFTUS, AND
JAMES PRATT-HEANEY

By: _____

Gerard P. Fox (admitted *pro hac vice*)
Edward D. Altabet (admitted *pro hac vice*)
Steven I. Wallach (admitted *pro hac vice*)
Gerard Fox Law P.C.
12 East 49th Street, 26th Floor
New York, NY 10017
Tel: 646.690.4980
Fax:

-and-

Richard J. Buturla
Berchem, Moses & Devlin, P.C.
75 Broad Street
Milford, CT 06460
Tel: (203) 783-1200
Fax: (203) 878-4912

EXHIBIT K

From: Ed Altabet
To: "Rechen, Thomas"
Cc: Killian, Brittany
Subject: RE: Confirmation of Sums Paid into Escrow
Date: Monday, June 06, 2016 11:50:00 AM
Attachments: image001.jpg
image002.png

Tom,

I received your letter of Friday, June 3, 2016. Of course the escrow has been funded per the Sept. 21, 2015 Order (funds in the amount of $22,885.43 were wired to BNY Mellon on May 12, 2016). And Defendants have and will continue to abide by the Court's Order for so long as it remains in force – hence, the application for a vacatur.

I have not received a response to my letter of May 27, 2016, requesting that Plaintiff comply with his outstanding discovery obligations, in particular producing documents responsive to Document Requests Nos. 14 and 15 and responding to Interrogatory No. 3. Plaintiff has had more than ample time to gather and prepare this information. Please confirm by the close of business today that Plaintiff will comply with his discovery obligations. And please further confirm that your office will produce these responsive documents and interrogatory responses so that I am in actual receipt of them by the close of business tomorrow, June 7, 2016.

Thank you.

Ed

Edward D. Altabet, Esq.
GERARD FOX LAW P.C.
12 East 49th Street, 26th Floor
New York, NY 10017
646.690.4973 (D)
ealtabet@gerardfoxlaw.com
www.gerardfoxlaw.com

From: Rechen, Thomas [mailto:trechen@McCarter.com]
Sent: Monday, June 06, 2016 10:57 AM
To: Ed Altabet <Ealtabet@gerardfoxlaw.com>
Cc: Killian, Brittany <bkillian@McCarter.com>
Subject: Confirmation of Sums Paid into Escrow

Ed,

I wrote to you on Friday and asked for confirmation that the May 15 payment was made into the escrow account as required by Court Order. The Court's September 21, 2015 Order gives Mr. Lomas and his lawyers full confirmation rights, including but not limited to all sums paid into the escrow.

In addition, please confirm that unless the Court orders otherwise, the June 15 payment will be made in accordance with the Court's Order.

Please advise.

Thank you.

Thomas Rechen | Partner
McCARTER & ENGLISH, LLP

CityPlace I, 185 Asylum Street | Hartford, Connecticut 06103
T: 860-275-6706
C: 860-918-1551
F: 860-218-9680
trechen@mccarter.com | www.mccarter.com | Linkedin

BOSTON | HARTFORD | STAMFORD | NEW YORK | NEWARK
EAST BRUNSWICK | PHILADELPHIA | WILMINGTON | WASHINGTON, DC

This email message from the law firm of McCarter & English, LLP is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

EXHIBIT L

McCARTER
&ENGLISH
ATTORNEYS AT LAW

June 6, 2016

VIA E-MAIL (ealtabet@gerardfoxlaw.com)

Edward D. Altabet, Esq.
Gerard Fox Law P.C.
12 East 49th Street
26th Floor
New York, NY 10017

Re: Lomas v. Partner Wealth Management, LLC et al.

Thomas J. Rechen
Partner
T. 860-275-6706
F. 860-218-9680
trechen@mccarter.com

Dear Mr. Altabet:

We are in receipt of your May 27, 2016 letter, including Defendants' draft answer, special defenses and counterclaims, and the accompanying request for discovery based upon the proposed, draft, unfiled counterclaims.

McCarter & English, LLP
CityPlace I
185 Asylum Street
Hartford, CT 06103-3495
T. 860.275.6700
F. 860.724.3397
www.mccarter.com

Defendants' discovery remains premature. Mr. Lomas does not intend to allow a fishing expedition for evidence in support of "claims" that are not of record. Since an unfiled counterclaim provides no basis for discovery under Connecticut law, Mr. Lomas stands by his objections to Defendants' Production Request Nos. 14 and 15 and Interrogatory No. 3.

I urge you and your clients to proceed with caution before filing the draft counterclaim with the Court. If the allegations lack a good faith basis; *i.e.,* lack probable cause, Mr. Lomas will seek all available remedies available to him under the law.

Very truly yours,

Thomas J. Rechen

BOSTON
HARTFORD
STAMFORD
NEW YORK
NEWARK
EAST BRUNSWICK
PHILADELPHIA
WILMINGTON
WASHINGTON, DC

EXHIBIT 3

DOCKET NO.: FST CV15 50148-08 S	:	SUPERIOR COURT
WILLIAM A. LOMAS	:	J.D. OF STAMFORD/NORWALK
VS.	:	AT STAMFORD
PARTNER WEALTH MANAGEMENT, LLC ET AL.	:	APRIL 7, 2016

NOTICE OF DEPOSITION

PLEASE TAKE NOTICE that the defendants, Partner Wealth Management, LLC, Kevin G. Burns, William P. Loftus and James Pratt-Heaney, in the above-entitled action will take the deposition of the plaintiff, **William A. Lomas**, for purposes of discovery and/or use at the trial of this matter on **Monday, April 18, 2016 at 10:00 a.m.** before a competent authority at the law offices of Berchem, Moses & Devlin, P.C., 75 Broad Street, Milford, Connecticut. The deposition will continue from day to day until completed.

Dated at Milford, Connecticut this 7th day of April, 2016.

THE DEFENDANTS,

By_____

Richard J. Buturla
BERCHEM, MOSES, & DEVLIN
75 Broad Street
Milford, CT 06460
Tel. (203) 783-1200
Juris. No. 22801

BERCHEM, MOSES
& DEVLIN, P.C.
COUNSELORS AT LAW
75 BROAD STREET
MILFORD, CONNECTICUT
06460
JURIS NUMBER
22801
(203) 783-1200

CERTIFICATION

This is to certify that a copy of the foregoing was mailed, via certified mail, return receipt requested to the following counsel of record on this 7th day of April, 2016.

Thomas J. Rechen
McCarter & English, LLP
City Place I, 185 Asylum Street
Hartford, CT 06103
trechen@mccarter.com

Richard J. Buturla

BERCHEM, MOSES
& DEVLIN, P.C.
COUNSELORS AT LAW
75 BROAD STREET
MILFORD, CONNECTICUT
06460

JURIS NUMBER
22801

(203) 783-1200