

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

ALAN WEISS,

Plaintiff,

vs.

NATIONAL FOOTBALL LEAGUE  
PROPERTIES, INC.,  
LOGO ATHLETICS, INC.  
and THE FIVE SMITHS, INC.,

Defendants.

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: Civil Action File  
: No. 1-99-CV-0928  
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PLAINTIFF'S RESPONSE TO  
DEFENDANTS' FIRST INTERROGATORIES

Comes Now, Plaintiff, Alan Weiss, and files this his Response to Defendants' First Interrogatories by corresponding number as follows:

GENERAL OBJECTION

Plaintiff objects to the preamble to Defendants' First Interrogatories to the extent it imposes any duty of supplementation or otherwise beyond that mandated by the Federal Rules of Civil Procedure.

Plaintiff further objects to the "Definitions" portion of Defendants' First Interrogatories to the extent the same strains the ordinary and common place meanings of such words and language. Subject to the above objections, and without waiving the same, Plaintiff now answers and objects to the numbered Interrogatories of Defendants' First Interrogatories to Plaintiff as follows:

### INTERROGATORIES

1. State the first date (including month, date and year) that Weiss used the term "Dirtybird" in connection with the advertisement, sale or offering of products or services and describe in detail the surrounding circumstances, including but not limited to the products or services advertised, sold or offered and the person to whom such products or services were advertised, sold or offered.

### RESPONSE

Plaintiff began selling DIRTYBIRD™ products on September 3, 1995. Those items sold containing the DIRTYBIRD™ mark were a white t-shirt which had the phrase "DIRTYBIRD CLUB" printed on the front and the phrase "DIRTYBIRD ZONE" printed on the back. (See Bates-stamped document No. 1, included in Plaintiff's Responses to Mandatory Disclosures). The following week, Plaintiff began selling plastic signs which likewise contained the phrase, DIRTYBIRD™. The shirts and signs were sold to persons outside the Georgia Dome.

### INTERROGATORY

2. For each of the years 1994 through the present, describe in detail the extent and nature of Weiss' use, if any, of the term "Dirtybird" in connection with the advertisement, sale or offering of products or services, including but not limited to the products or services that the term was used in connection with, if any, and the geographic area in which such use occurred.

RESPONSE

Plaintiff sold the shirt and plastic signs described in response to interrogatory number 1 in the years 1995 through 1999. Plaintiff obtained a business license from the city of Atlanta in 1998 and began selling additional merchandise at a specifically authorized location outside the Georgia Dome. Starting with the 1998-1999 National Football League season, Plaintiff began selling bumper stickers, hats, and a second style of shirt. The new style of shirt was black and had the mark DIRTYBIRD™ on the front with the phrase "Just an Attitude" below it. (See Bates-stamped document No. 1, contained in Plaintiff's Responses to Mandatory Disclosures).

Following the Atlanta Falcons game against the Philadelphia Eagles, Plaintiff observed that an infringing version of a DIRTYBIRD™ shirt was being sold within the Georgia Dome. Plaintiff approached the seller, FMI Stovall, and presented his state trademark registration papers to the seller. FMI Stovall agreed to sell only Plaintiff's DIRTYBIRD™ merchandise, which, at this time, included the black t-shirt, hats, and a foam DIRTYBIRD™ "waver." Plaintiff received a flat rate for each unit sold. These products were sold inside the Georgia Dome.

Later in the 1998-1999 NFL season, Plaintiff entered into a licensing agreement with All\*Star Screenprint and Embroidery

("All\*Star"). Mr. Weiss' licensing agreement with All\*Star granted All\*Star a license to exploit the DIRTYBIRD™ mark and enter into sub-licensing agreements. Mr. Weiss earned 10% of the wholesale price of all products sold under the terms of the agreement.

Through All\*Star, Plaintiff licensed use of the DIRTYBIRD™ mark to be used in a line of DIRTYBIRD™ Mascots in Motion and a line of DIRTYBIRD™ keychains with Promotional Products, Inc. ("PPI"). PPI agreed to pay All\*Star 25¢ for every DIRTYBIRD™ Mascot in Motion unit sold and 10¢ for every keychain sold. Through All\*Star, Mr. Weiss entered into a licensing agreement with Julie Duncan who licensed the DIRTYBIRD™ mark on WindowVisions car decals. WindowVisions agreed to pay a royalty of 10% on the wholesale price of all units sold. Through All\*Star, Mr. Weiss licensed the DIRTYBIRD™ mark to Mike Walker of SMD for the right to use the DIRTYBIRD™ mark in the DIRTYBIRD GROOVE™ compact disc. All\*Star earned a commission of \$1 per unit sold. Likewise, through All\*Star, Plaintiff licensed the mark DIRTYBIRD<sup>SM</sup> to be used by Dixie Stamp and Seal for DIRTYBIRD™ license plates. Also, through All\*Star, Mr. Weiss licensed his mark to Fashion Victim Inc. which manufactured adult and youth t-shirts and sweatshirts, as well as scarves and bandannas. All\*Star received \$1 for every adult t-shirt that was sold, \$2 for every adult sweatshirt sold, \$.50 for every youth t-shirt sold, and \$.25 for every scarf and bandanna sold. All\*Star's promotion of the DIRTYBIRD™ mark eventually resulted in Plaintiff's merchandise being sold in over 900 stores throughout the nation.

Later in the 1998-99 NFL season, Plaintiff began selling a third style of t-shirt containing the DIRTYBIRD™ mark. This latest style consisted of a pair of clinched human fists coming out of a pair of bird's wings. (See Bates-stamped document number 36, contained in Plaintiff's Responses to Mandatory Disclosures). All of Plaintiff's shirts visibly displayed Mr. Weiss' DIRTYBIRD™ mark.

INTERROGATORY

3. Identify all persons with whom Weiss has entered into any license agreement, assignment or other granting or acceptance of rights relating to the term "Dirtybird" and describe each such agreement, assignment or other granting or acceptance of rights.

RESPONSE

Please see Plaintiff's Response to Interrogatory No. 2.

INTERROGATORY

4. Identify all products or services sold by Weiss bearing or incorporating the term "Dirtybird" and state the total monthly sales in units and dollars of each such product or service for each month since the first sale of the product or service.

RESPONSE

Please see Plaintiff's Response to Interrogatory No. 2. Additionally, Plaintiff, at this time, has been unable to find full and complete documentation evincing monthly sales prior to the 1998-1999 NFL season. For documentation that has been found, please see Plaintiff's Responses to Defendant's Requests to

Produce. For monthly totals for the 1998-1999 NFL season, please see documents produced as part of Plaintiff's Mandatory Disclosures, Bates-stamped document numbers 65-190.

INTERROGATORY

5. Identify all persons that have sold products or services created, manufactured, authorized, licensed or distributed by Weiss bearing or incorporating the term "Dirtybird." For each such person, identify each such product or service sold and state the total monthly sales volume of each such product or service for each month since that person's first sale of the product or service.

RESPONSE

Please see Plaintiff's Response to Interrogatory No. 2.

Additionally, it is Plaintiff's understanding and belief that the following persons have sold DIRTYBIRD™ related products:

DIRTYBIRD™ Mascots In Motion; Keychains

Richard Ruth  
Professional Products, Inc.  
4666 Lewis Road, Suite E  
Stone Mountain, GA 30083

Car decals

Julie Duncan  
WindowVisions  
& Gina Henschen  
1123 Zonolite Road, Suite D  
Atlanta, GA 30306

DIRTYBIRD GROOVE™ Compact Disc

Mike Walker, SMD  
3125 Gateway Drive, Suite G  
Norcross, GA 30071

Mark Holmes  
Andrew Adler

All\*Star Screen Printing & Embroidery  
5375 Roswell Road, Suite C-4  
Atlanta, GA 30342

Various Apparel

David McWilliams  
Fashion Victim Inc.  
3651 Clearview Place  
Doraville, GA 30340

Mr. Weiss, through All\*Star Screenprint & Embroidery, sold numerous units of t-shirts to over nine hundred stores across the nation. The purchasers of such t-shirts are reflected in the documents submitted to Defendants as part of Plaintiff's Mandatory Disclosures which accompanied the Complaint and are Bates-stamped document numbers 65-190.

INTERROGATORY

6. State all facts supporting Weiss' contention that "[p]laintiff's banner and products and merchandise have been prominently displayed at the Georgia Dome at all home Atlanta Falcons' games, have appeared in pictures in the local daily newspapers, including the Atlanta Journal and Constitution, and have appeared on numerous telecasts, including ESPN." (Complaint 15), and identify all persons having knowledge of such alleged facts.

RESPONSE

Since September 3, 1995, Mr. Weiss has displayed a three foot by ten foot black banner with the phrase, "DIRTYBIRD ZONE" in the end zone for each and every Atlanta Falcons home games. The

television and news stations that have carried Atlanta Falcons football games, including ESPN, have captured this banner numerous times. The Atlanta Falcon players, who have warmed up in the endzone directly in front of this banner, have seen this banner and have known of the reference to the team as "DIRTYBIRDS" since 1995. Furthermore, fans have continuously worn Mr. Weiss' products to the Atlanta Falcons home games. Those persons having knowledge of such facts include all those who attend the Atlanta Falcons home games, and more particularly include Alan Weiss, John Schaefer, Cliff and Theresa Wages, and Mike Reed. Other than the plaintiff, these persons' addresses are unknown at this time. Additionally, as Plaintiff was the first to use and display the mark DIRTYBIRD™, it is solely through his efforts that the team and individual players have not only referred to themselves as "DIRTYBIRDS" but have had those in the media refer to them as "DIRTYBIRDS".

#### INTERROGATORY

7. State all facts supporting Weiss' contention that "[t]hrough Plaintiff's significant advertising, marketing and promotion efforts, and the quality of Plaintiff's products and merchandise, the Plaintiff's DIRTYBIRD™ trademark has gained widespread and favorable acceptance and recognition from his customers, and has become an asset of substantial value by association in the minds of Plaintiff's customers as a symbol of plaintiff, his goodwill and the quality of Plaintiff's products"



(Complaint ¶ 16), and identify all persons having knowledge of such alleged facts.

RESPONSE

Although Alan Weiss has operated until the 1998-99 season as an individual, he has obtained advertising for his DIRTYBIRD™ products that large corporations would envy. With the approval of The Georgia Dome and later the Atlanta Falcons, Mr. Weiss' DIRTYBIRD™ banner was displayed at field level for every home game starting with the 1995-96 season. No other advertisement or banners of any type were allowed at field level in the Georgia Dome. This banner was often visible in televised coverage, particularly during kickoff, field goal attempts, extra points, endzone punts or touchdowns scored in the one particular endzone.

Mr. Weiss is a long-time season ticket holder with the Atlanta Falcons and through his infectious enthusiasm and quality products, has built up a large following of supporters for his products. Accordingly, his goods have been favorably accepted at all Atlanta Falcons home games by his loyal group of supporters. Through the prominent display of his banner and the large amount of fans in Mr. Weiss' seating section, fans have come to associate Mr. Weiss and his banner, either by name or by visual recognition, with DIRTYBIRD™ products. Mr. Weiss' products have been displayed by virtue of their being worn by fans and captured on camera and in print. It is solely due to Mr. Weiss' marketing and displaying his merchandise that the local and national media has learned of the referral to the Falcon players and team as DIRTYBIRD™.

Additionally, due to the success of his t-shirts at retail stores, Mr. Weiss' t-shirts have been prominently displayed at various stores throughout the nation. In the 1998-99 season, Mr. Weiss entered into a licensing agreement with All\*Star under which Mr. Weiss forwent a substantial portion of the profits from sales of DIRTYBIRD™ products in exchange for the marketing expertise and extensive merchandising contacts of All\*Star.

INTERROGATORY

8. State all facts supporting Weiss' contention that "[d]uring this very successful 1998-99 NFL season, the Atlanta Falcons were often referred to by the media, the fans, and its players as the DIRTYBIRD™" and that "[t]his association was the sole result of Plaintiff's exploitation of his trademark DIRTYBIRD™ (Complaint ¶ 18), and identify all persons having knowledge of such alleged facts.

RESPONSE

Plaintiff objects to Interrogatory No. 8 as the same seeks information protected by the attorney work product privilege. Subject to the aforementioned objection, and without waiving same, Plaintiff responds more fully as follows:

Please see Plaintiff's Response to Interrogatories Nos. 6 and 7.

INTERROGATORY

9. State all facts supporting Weiss' contention that "with the success of the Atlanta Falcons and the association by the fans of

Plaintiff's trademark DIRTYBIRD™ with the Atlanta Falcons, sales of Plaintiff's products and merchandise increased substantially" (Complaint ¶ 19), and identify all persons having knowledge of such alleged facts.

#### RESPONSE

Plaintiff objects to Interrogatory No. 9 as the same seeks information protected by the attorney work product privilege. Subject to the aforementioned objection, and without waiving same, Plaintiff responds more fully as follows:

Plaintiff's sales of DIRTYBIRD™ merchandise increased substantially during the 1998-1999 season as is reflected by the documents submitted as part of Plaintiff's Mandatory Disclosures and more particularly Bates-stamped document numbers 65-190. Persons with such knowledge include Alan Weiss, Mark Holmes, and Andrew Adler of All\*Star.

#### INTERROGATORY

10. State all facts supporting Weiss, contention that "[p]laintiff has and continues to expend substantial amounts of money in resources for marketing and otherwise promoting Plaintiff's products under and in association with Plaintiff's DIRTYBIRD™ trademark in interstate commerce throughout the United States of America, including this district in the State of Georgia" and that "Plaintiff has thus invested substantially in the DIRTYBIRD trademark so that his customers associate Plaintiff's DIRTYBIRD trademark with Plaintiff's quality products and

merchandise, (Complaint ¶ 22), and identify all persons having knowledge of such alleged facts.

#### RESPONSE

Plaintiff objects to Interrogatory number ten as the same seeks information protected by the attorney work product privilege. Subject to the aforementioned objection, and without waiving same, Plaintiff responds more fully as follows:

Through his quality products and the expense associated in producing the same, Mr. Weiss's goods and merchandise were sought by numerous retailers across the nation. Plaintiff has expended resources in actually manufacturing the increased amounts of merchandise demanded by the public as well as "sweat equity" in promoting and displaying his merchandise at Atlanta Falcons games and elsewhere. Because of the huge demand for DIRTYBIRD™ merchandise, Plaintiff entered into a licensing agreement with All\*Star who was in a better position to produce and distribute DIRTYBIRD™ merchandise. Because of the necessity of entering into such a contract with All\*Star, Plaintiff has had to sacrifice a percentage of what he would have recouped from the sale of DIRTYBIRD™ merchandise had he continued to distribute the merchandise himself in exchange for the marketing expertise and extensive contacts of All\*Star.

INTERROGATORY

11. State all facts supporting Weiss, contention that (b) by reason of Plaintiff's long, continuous and widespread exclusive use, advertising and promotion of his goods and it services under Plaintiff's trademark "Dirtybird" throughout the United States, Plaintiff's Dirtybird's trademark has come to mean, identify and distinguish Plaintiff and his goods and products to the industry and the purchasing public and has thus acquired secondary meaning" (Complaint ¶. 24), and identify all persons having knowledge of such alleged facts.

RESPONSE

Plaintiff objects to Interrogatory No. 11 as the same seeks information protected by the attorney work product privilege. Subject to the aforementioned objection, and without waiving same, Plaintiff responds more fully as follows:

Please see Plaintiff's Responses to Interrogatories Nos. 6, 7, 10. Additionally, a large contingent of Atlanta Falcons fans, identified by face, but not by name, associate DIRTYBIRD™ merchandise with Alan Weiss as evidenced by their seeking him out when attempting to buy the same. Plaintiff is attempting to identify these persons and upon the same, will provide their names by way of supplementation to these Interrogatory responses. Furthermore, for a period of time, the Atlanta Falcons would refer fans seeking DIRTYBIRD™ merchandise to Mr. Weiss. Additionally, until the period of time following the NFC Championship game between the Minnesota Vikings and the Atlanta Falcons, Plaintiff's

DIRTYBIRD™ merchandise was the only merchandise of its kind containing the mark DIRTYBIRD™ or any similar mark.

INTERROGATORY

12. State all facts supporting Weiss, contention that "[f]ollowing the purported purchase of the federally registered trademark "DIRTY BIRD" from Mr. Patterson, a representative of The National Football League and defendant National Football League Properties contacted several of Plaintiff's retailers and distributors and informed them that the National Football League and/or National Football League Properties and their licensee, Logo Athletics, Inc., were now the owners of the 'DIRTY BIRD' trademark, that Plaintiff was not the rightful owner of the mark, and that all 'DIRTY BIRD' merchandise should be purchased from National Football League, National Football League Properties or Logo Athletics" and that "[d]efendant NFL Properties also threatened to seize property that the Plaintiff had sold to the various retailers and distributors" (Complaint, ¶ 33), and identify all documents relating to, and all persons having knowledge of, such alleged facts.

RESPONSE

Plaintiff objects to Interrogatory No. 12 as the same seeks information protected by the attorney work product privilege. Subject to the aforementioned objection, and without waiving same, Plaintiff responds more fully as follows:

Plaintiff was informed by various retailers that they had received phone calls from a person purporting to work on behalf of

the Logo Athletics, Inc. or the National Football League, informing them that DIRTYBIRD™ merchandise had to be purchased through the NFL or Logo Athletics and not through Alan Weiss. Plaintiff was informed by Jared Briskin of Hibbert Sports that only Logo Athletic, and not Plaintiff, had the right to sell and distribute DIRTYBIRD™ merchandise. Furthermore, Mark Holmes of All\*Star was likewise informed by representatives or agents of NFL Properties that only Logo Athletic DIRTYBIRD™ merchandise could be distributed and/or sold. Domenic Mwenja was not only informed that Plaintiff's DIRTYBIRD™ merchandise could not be sold, but Mr. Mwenja had his DIRTYBIRD™ merchandise seized. Other retailers were similarly told that Plaintiff's merchandise could not be sold and, should Plaintiff recall the specific retailers that were so informed, such names will be provided by way of supplementation.

#### INTERROGATORY

13. State all facts supporting Weiss, contention that "[d]efendants have contacted large numbers of retailers that Plaintiff had contractual agreements with to sell Plaintiff's "DIRTYBIRD" and/or "DIRTY BIRD" products and merchandise and have threatened and prevented these retailers from selling or ordering more "DIRTYBIRD" merchandise from Plaintiff by asserting that Plaintiff has no legal rights to be producing, marketing, and selling such goods and products" (Complaint ¶ 43), and identify all persons having knowledge of such alleged facts.

RESPONSE

Plaintiff objects to Interrogatory No. 13 as the same seeks information protected by the attorney work product privilege. Subject to the aforementioned objection, and without waiving same, Plaintiff responds more fully as follows:

Please see Plaintiff's Response to Interrogatory No. 12.

INTERROGATORY

14. State all facts supporting Weiss, contention that 11[t]hrough Plaintiff's extensive and continued use of Plaintiff's DIRTYBIRD™ trademark, this trademark has become distinctive of Plaintiff's merchandise and products and is associated by the public with Plaintiff" (Complaint ¶ 50), and identify all persons having knowledge of such alleged facts.

RESPONSE

Plaintiff objects to Interrogatory No. 14 as the same seeks information protected by the attorney work product privilege. Subject to the aforementioned objection, and without waiving same, Plaintiff responds more fully as follows:

Please see Plaintiff's Response to Interrogatory No. 11.

INTERROGATORY

15. State all facts supporting Weiss, contention that "Defendants' Counterclaim is barred by the doctrine of estoppel"



(Answer to Defendants' Counterclaim, Second Affirmative Defense), and identify all persons having knowledge of such alleged facts.

RESPONSE

Plaintiff objects to Interrogatory No. 15 as the same seeks information protected by the attorney work product privilege. Subject to the aforementioned objection, and without waiving same, Plaintiff responds more fully as follows:

At all times, the Atlanta Falcons were aware of Mr. Weiss' merchandising goods bearing the mark DIRTYBIRD™ and allowed Mr. Weiss to continue to promote and sell such goods outside and inside the Georgia Dome. Mr. Weiss even had one conversation with the general manager of the Atlanta Falcons, Harold Richardson, who informed Mr. Weiss that the Falcons were not in the business of merchandising. Additionally, for a portion of the 1998-1999 season, when fans called the Atlanta Falcons office and asked where they could obtain DIRTYBIRD™ merchandise, these calls were referred to Mr. Weiss.

INTERROGATORY

16. State all facts supporting Weiss, contention that "Defendants' Counterclaim is barred by the doctrine of laches" (Answer to Defendants' Counterclaim, Third Affirmative Defense), and identify all persons having knowledge of such alleged facts.

RESPONSE

Plaintiff objects to Interrogatory No. 16 as the same seeks information protected by the attorney work product privilege. Subject to the aforementioned objection, and without waiving same, Plaintiff responds more fully as follows:

Please see Plaintiff's Response to Interrogatory No. 15. Additionally, while NFLP did intimidate and coerce Mr. Weiss' retailers and licensees into not producing his products, the NFLP did not at any time send a formal cease and desist letter to Mr. Weiss.

INTERROGATORY

17. State all facts supporting Weiss, contention that "Defendants' Counterclaim is barred by the doctrine of waiver" (Answer to Defendants' Counterclaim, Fourth Affirmative Defense), and identify all persons having knowledge of such alleged facts.

RESPONSE

See Responses to Interrogatory Nos. 15 and 16.

INTERROGATORY

18. Describe in detail all incidents of actual confusion as to the source of products or services advertised, sold or offered in connection with the term "Dirtybird" or the "DIRTY BIRD" mark.

RESPONSE

Numerous retailers, identified in Plaintiff's Response to Interrogatory No. 13, have expressed confusion to Mr. Weiss and/or All\*Star concerning whose goods may be sold. Additionally, Michael Inman, a resident of Massachusetts sought to purchase Mr. Weiss' DIRTYBIRD™ merchandise in Massachusetts. He called Mr. Weiss and informed him that he could not find any shirts that were sized XXXXL. A short time later, Michael purchased a Logo Athletic shirt which he thought to be one of Mr. Weiss' products. He called Mr. Weiss to inform him that he had found a shirt that fit him and only learned through Mr. Weiss that the shirt he had purchased was not one of Mr. Weiss' but a Logo Athletic shirt. One of Mr. Inman's letters to Plaintiff is attached to Plaintiff's Responses to Defendants' Request to Produce.

INTERROGATORY

19. Describe in detail any communications between Weiss and Douglas Patterson, or counsel for Douglas Patterson, concerning the term "Dirtybird" or the DIRTY BIRD mark.

RESPONSE

In December, 1998, Plaintiff contacted Mr. Patterson. Plaintiff was referred by Mr. Patterson to Mr. Patterson's attorney. An attorney, on behalf of Mr. Patterson, then wrote a letter to Barry Kaplan, an attorney representing Mr. Weiss at the time, informing him that Douglas Patterson owned the federal right

to a mark DIRTY BIRD™. The attorney asked that Mr. Weiss cease and desist using the trademark. Mr. Kaplan responded accordingly, submitting a great deal of information as to Mr. Weiss' history with the mark DIRTYBIRD™. Mr. Kaplan and the attorney for Douglas Patterson attempted to negotiate an agreement, but no such agreement was ever entered into between Mr. Weiss and Mr. Patterson. Following the purported purchase of Mr. Patterson's trademark by Defendant NFL Properties, Mr. Weiss contacted Mr. Patterson to ask him about the alleged sale of the trademark. Mr. Patterson informed Plaintiff that he just "went for the best deal."

#### INTERROGATORY

20. Describe any use in commerce of which Weiss is aware by persons other than Weiss, NFL Properties, Logo, or the NFL of the term "Dirtybird" or the mark DIRTY BIRD and describe any communications between Weiss and such persons.

#### RESPONSE

Plaintiff has prevented the aforementioned FMI Stovall from selling counterfeit DIRTYBIRD™ merchandise inside the Georgia Dome. (See Plaintiff's Response to Interrogatory No. 2). Further, Plaintiff prevented a vendor, known only as Soloman, from selling counterfeit DIRTYBIRD™ merchandise outside of the Georgia Dome during the 1998-99 season. Should Plaintiff discover more information about the identity of "Soloman," this information will be provided by way of supplementation. Also during the 1998-99 NFL season, Plaintiff successfully prevented Bill Rozen, Gene Williams,

O.J. Santiago, and Adam Schreiber from selling counterfeit DIRTYBIRD™ merchandise. Also during the 1998-99 NFL season, Plaintiff approached restaurant chain of Jocks and Jill's and Frankie's and informed them that they were not authorized to sell DIRTYBIRD™ Merchandise.

INTERROGATORY


21. For each of the foregoing Interrogatories, identify all persons, other than persons whose functions were clerical, who are most knowledgeable about the subject matter of your answers thereto, specify the Interrogatory or Interrogatories for which each person is most knowledgeable, and describe in detail each such person's knowledge.

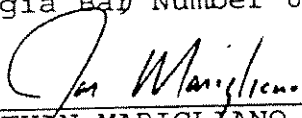
RESPONSE

Mr. Weiss answered these Interrogatories with the assistance of his counsel.

Respectfully submitted,

HALL, BOOTH, SMITH & SLOVER, P.C.

  
\_\_\_\_\_  
ROGER S. SUMRALL  
Georgia Bar Number 004490

  
\_\_\_\_\_  
JONATHAN MARIGLIANO  
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Atlanta, Georgia 30303-1515  
(404) 954-5000

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

ALAN WEISS,

Plaintiff,

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Defendants.

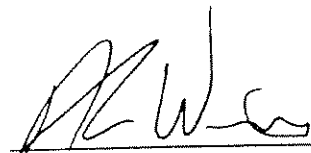
Civil Action File  
No. 1-99-CV-0928

VERIFICATION

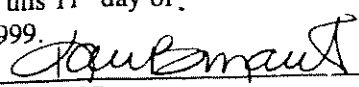
STATE OF GEORGIA  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned attesting officer, duly qualified to administer oaths, ALAN WEISS who after being duly sworn, deposes and states on oath that the information supplied in the foregoing responses to interrogatories are true and correct to the best of the undersigned's knowledge and information and that he is competent and authorized to make this statement. However, it is not based solely on the knowledge of the executing party, but includes information obtained by and through the undersigned's agents, representatives and attorneys. The word usage and sentence structure may be that of the attorney assisting in the preparation of the responses to the pleading and does not necessarily purport to be the precise language of the executing party.

This 11<sup>th</sup> day of August, 1999.

  
ALAN WEISS

Sworn to and subscribed  
before me this 11<sup>th</sup> day of  
August, 1999.

  
NOTARY PUBLIC

KARI BRYANT

Notary Public, Cobb County, Georgia

My Commission Expires \_\_\_\_\_  
My Commission Expires January 13, 2003

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

ALAN WEISS,  
Plaintiff,  
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served a copy of the  
within and foregoing PLAINTIFF'S RESPONSE TO DEFENDANTS FIRST  
INTERROGATORIES upon all parties to this matter by depositing a  
true copy of same in the United States Mail, in a properly  
addressed envelope with adequate postage thereon to the counsel of  
record as follows:

Bruce P. Keller, Esq.  
DEBEVOISE & PLIMPTON  
875 Third Avenue  
New York, New York 10022

Christopher P. Bussert, Esq.  
KILPATRICK STOCKTON, LLP  
1100 Peachtree Street  
Suite 2800  
Atlanta, Georgia 30309-4530

This 11<sup>th</sup> day of August, 1999.

  
\_\_\_\_\_  
JONATHAN MARIGLIANO  
Georgia Bar Number 470628



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