

EXHIBIT 112

Defendant's 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA**

Alexandria Division

BLUE FLAME MEDICAL, LLC

Plaintiff,

v.

**CHAIN BRIDGE BANK, N.A.,
JOHN J. BROUGH, and
DAVID M. EVINGER,**

Defendants.

Civil Action No. 1:20-cv-00658

The Honorable Leonie Brinkema

CHAIN BRIDGE BANK, N.A.

Counterclaim Plaintiff,

v.

BLUE FLAME MEDICAL, LLC

Counterclaim Defendant.

**PLAINTIFF'S RESPONSES TO DEFENDANTS' FIRST SET OF
INTERROGATORIES TO BLUE FLAME MEDICAL LLC**

Pursuant to Federal Rules of Civil Procedure 26 and 33 and Local Civil Rule 26 of the United States District Court for the Eastern District of Virginia, Plaintiff Blue Flame Medical LLC ("Plaintiff" or "Blue Flame Medical"), by its undersigned attorneys, hereby responds to Defendants' First Set of Interrogatories, dated September 10, 2020 (each interrogatory therein, individually, an "Interrogatory" and collectively, the "Interrogatories"). Plaintiff hereby incorporates each of its General Objections and Specific Objections to the

**CONFIDENTIAL –
SUBJECT TO PROTECTIVE ORDER**

Interrogatories, as set forth in Plaintiff's Objections to Defendants' First Set of Interrogatories to Plaintiff Blue Flame Medical LLC, previously served on September 25, 2020 (the "Objections").

RESPONSES

Subject to the General Objections and Specific Objections stated for each of the Interrogatories in Plaintiff's Objections, each of which is hereby incorporated by reference into each of the Responses that follow, Plaintiff sets forth its responses to each of the Interrogatories as follows:

INTERROGATORY NO. 1:

Identify all persons with knowledge of the Wire Transfer and describe the nature of their role and knowledge.

RESPONSE TO INTERROGATORY NO. 1:

Plaintiff is aware of the following persons with knowledge of the Wire Transfer and the nature of their current role and knowledge:

- John J. Brough, Chief Executive Officer and Member of the Board of Directors of Chain Bridge Bank, N.A. ("Chain Bridge Bank"): Based on his conversation with Mr. Gula on March 25, 2020, Mr. Brough was aware of the circumstances, amount, and purpose of the Wire Transfer; the underlying agreement between Blue Flame Medical and the State of California ("California" or the "State") for the purchase of 100 million N95 masks associated with the Wire Transfer; and Blue Flame Medical's need to promptly wire funds received through the Wire Transfer to secure N95 masks for California's order. Upon information and belief, Mr. Brough was also aware of Chain Bridge Bank's acceptance of the payment order associated with the Wire Transfer; the crediting of the funds to Blue Flame's account, California's request that the funds be returned that was triggered by Mr. Brough and Mr. Evinger's discussion(s) with California representatives on March 26, 2020; Chain Bridge Bank's decision to return the funds associated with the Wire Transfer in response to that request; and the financial and regulatory implications of Chain Bridge Bank's receipt of the funds associated with the Wire Transfer.
- David M. Evinger, President, Chief Credit Officer, Secretary, and Member of the Board of Directors of Chain Bridge Bank: Same as Mr. Brough.
- Maria Cole, Assistant Vice President and Commercial Relationship Manager, Chain Bridge Bank: Based on her communications with Mr. Gula, Mr. Thomas,

and Mr. Bearman on March 24-26, 2020, Ms. Cole was aware of the circumstances, amount, and purpose of the Wire Transfer and Blue Flame Medical's need to promptly wire funds received through the Wire Transfer to secure N95 masks for California's order. Ms. Cole also is aware of Chain Bridge Bank's representations on March 26, 2020 that the funds associated with the Wire Transfer had been received by Chain Bridge Bank and that such funds were available in Blue Flame Medical's account; and Blue Flame Medical's request to wire funds received through the Wire Transfer to one of its suppliers following those confirmations.

- Michael C. Gula, Chief Executive Officer of Blue Flame Medical: Mr. Gula is aware of the circumstances, amount, and purpose of the Wire Transfer; the underlying agreement between Blue Flame Medical and the State of California for the purchase of 100 million N95 masks associated with the Wire Transfer and negotiations with the State in connection therewith; and Blue Flame Medical's need to promptly wire funds received through the Wire Transfer to secure N95 masks for California's order. Mr. Gula also is aware of his discussions with Mr. Brough and Mr. Evinger regarding the Wire Transfer; the fact that the funds associated with the Wire Transfer appeared in Blue Flame Medical's account on Chain Bridge Bank's website; and Chain Bridge Bank's representations on March 26, 2020 that the funds associated with the Wire Transfer had been received by Chain Bridge Bank and that such funds were available in Blue Flame Medical's account.
- John S. Thomas, President of Blue Flame Medical: Mr. Thomas is aware of the circumstances, amount, and purpose of the Wire Transfer; the underlying agreement between Blue Flame Medical and the State of California for the purchase of 100 million N95 masks associated with the Wire Transfer and negotiations with the State in connection therewith; and Blue Flame Medical's need to promptly wire funds received through the Wire Transfer to secure N95 masks for California's order. Mr. Thomas also is aware of his discussions with Ms. Cole regarding the Wire Transfer; Chain Bridge Bank's representations on March 26, 2020 that the funds associated with the Wire Transfer had been received by Chain Bridge Bank and that such funds were available in Blue Flame Medical's account; and Blue Flame Medical's request to wire funds received through the Wire Transfer to one of its suppliers following those confirmations.
- Ethan Bearman, Chief Legal Officer of Blue Flame Medical: Mr. Bearman is aware of the circumstances, amount, and purpose of the Wire Transfer; the underlying agreement between Blue Flame Medical and the State of California for the purchase of 100 million N95 masks associated with the Wire Transfer and negotiations with the State in connection therewith; and Blue Flame Medical's need to promptly wire funds received through the Wire Transfer to secure N95 masks for California's order. Mr. Bearman is also aware of Blue Flame Medical's request to wire funds received through the Wire Transfer to one of its suppliers on March 26, 2020 following Chain Bridge Bank's confirmations that

the funds associated with the Wire Transfer had been received by Chain Bridge Bank and that such funds were available in Blue Flame Medical's account.

- Marc Serrio, Chief Financial Officer, Blue Flame Medical: Mr. Serrio has become aware of the circumstances, amount, and purpose of the Wire Transfer; the underlying agreement between Blue Flame Medical and the State of California for the purchase of 100 million N95 masks associated with the Wire Transfer and negotiations with the State in connection therewith; and Blue Flame Medical's need to promptly wire funds received through the Wire Transfer to secure N95 masks for California's order.
- Paris Pope, Salesperson, Blue Flame Medical: Same as Mr. Serrio.
- Clare Cuddy, Gula Graham: Ms. Cuddy is aware of the circumstances, amount, and purpose of the Wire Transfer, as well as the fact that the funds associated with the Wire Transfer appeared in Blue Flame Medical's account on Chain Bridge Bank's website.
- Mathew Littman, Public Affairs Consultant: Mr. Littman is aware of the circumstances, amount, and purpose of the Wire Transfer; the underlying agreement between Blue Flame Medical and the State of California for the purchase of 100 million N95 masks associated with the Wire Transfer; and negotiations with the State in connection therewith.
- Betty Yee, Controller of the State of California: Ms. Yee is aware of the circumstances, amount, and purpose of the Wire Transfer; the underlying agreement between Blue Flame Medical and the State of California for the purchase of 100 million N95 masks associated with the Wire Transfer and negotiations with the State in connection therewith; and Blue Flame Medical's need to receive prepayment in order to secure the N95 masks ordered by the State.
- Fiona Ma, Treasurer of the State of California: Upon information and belief, Ms. Ma is aware of the circumstances, amount, and purpose of the Wire Transfer; the underlying agreement between Blue Flame Medical and the State of California for the purchase of 100 million N95 masks associated with the Wire Transfer and negotiations with the State in connection therewith; and Blue Flame Medical's need to receive prepayment in order to secure the N95 masks ordered by the State of California. Upon information and belief, Ms. Ma also is aware of the State's request that the funds be returned that was triggered by Mr. Brough and Mr. Evinger's discussion(s) with representatives of the State on March 26, 2020.
- Mark Hariri, Director of the Centralized Treasury and Securities Management Division, California State Treasurer's Office: Same as Ms. Ma.
- Andre Rivera, Assistant Director of the Centralized Treasury and Securities Management Division, California State Treasurer's Office: Same as Ms. Ma.

- Natalie Gonzales, Manager, Financial Services Section, Centralized Treasury and Securities Management Division, California State Treasurer's Office: Same as Ms. Ma.
- Daniel Kim, Director of the California Department of General Services ("DGS"): Mr. Kim is aware of the circumstances, amount, and purpose of the Wire Transfer; the State of California's vetting of Blue Flame Medical as a prospective government contractor in connection with the Wire Transfer; the underlying agreement between Blue Flame Medical and the State of California for the purchase of 100 million N95 masks associated with the Wire Transfer and negotiations with the State in connection therewith; and Blue Flame Medical's need to receive prepayment in order to secure the N95 masks ordered by the State. Upon information and belief, Mr. Kim also is aware of California's request that the funds be returned that was triggered by Mr. Brough and Mr. Evinger's discussion(s) with representatives of the State on March 26, 2020.
- Michael Wong, Contracts Administrator, California DGS: Same as Mr. Kim.
- Andrew Sturmfels, Deputy Director for Administration, California DGS: Upon information and belief, Mr. Sturmfels is aware of the circumstances, amount, and purpose of the Wire Transfer; the State of California's vetting of Blue Flame Medical as a prospective government contractor in connection with the Wire Transfer; the underlying agreement between Blue Flame Medical and the State of California for the purchase of 100 million N95 masks associated with the Wire Transfer and negotiations with the State in connection therewith; and Blue Flame Medical's need to receive prepayment in order to secure the N95 masks ordered by the State. Upon information and belief, Mr. Sturmfels also is aware of California's request that the funds be returned that was triggered by Mr. Brough and Mr. Evinger's discussion(s) with representatives of the State on March 26, 2020.
- Fee Chang, Chief Accounting Officer, Office of Fiscal Services, California DGS: Same as Mr. Sturmfels.
- Bill Simonson, Emergency Manager, California DGS: Same as Mr. Sturmfels.
- Abigail Browning, Chief, Office of Private Sector/NGO Coordination, State of California Governor's Office of Emergency Services: Ms. Browning is aware of the circumstances, amount, and purpose of the Wire Transfer; the State of California's vetting of Blue Flame Medical as a prospective government contractor in connection with the Wire Transfer; and the underlying agreement between Blue Flame Medical and the State of California for the purchase of 100 million N95 masks associated with the Wire Transfer and negotiations with the State in connection therewith.
- Suuchi Ramesh, Founder and Chief Executive Officer, Suuchi, Inc.: Ms. Ramesh is aware of the circumstances of the Wire Transfer; the underlying agreement

between Blue Flame Medical and the State of California for the purchase of 100 million N95 masks associated with the Wire Transfer; and Blue Flame's intention to wire funds received through the Wire Transfer to secure the N95 masks ordered by the State on March 26, 2020.

- Henry Huang, Founder and Chairman, Great Health Companion Group: Mr. Huang is aware of the circumstances of the Wire Transfer; the underlying agreement between Blue Flame Medical and the State of California for the purchase of 100 million N95 masks associated with the Wire Transfer; and Blue Flame's intention to wire funds received through the Wire Transfer to secure the N95 masks ordered by the State.
- Unidentified representatives of JPMorgan Chase Bank: Upon information and belief, certain representatives of JPMorgan Chase Bank unknown at this time to Blue Flame Medical were aware of the circumstances, amount, and purpose of the Wire Transfer; Chain Bridge Bank's acceptance of the payment order associated with the Wire Transfer; the State of California's request that the funds be returned that was triggered by Mr. Brough and Mr. Evinger's discussion(s) with representatives of the State on March 26, 2020; and Chain Bridge Bank's decision to return the funds associated with the Wire Transfer in response to that request.

In addition to the persons identified above, Plaintiff is aware that outside counsel for Blue Flame Medical and Defendants in this litigation have become aware of the Wire Transfer, as have various reporters that have published news articles regarding the Wire Transfer, including those cited in documents filed in this Action.

INTERROGATORY NO. 2:

Identify all persons with knowledge of Blue Flame Medical's actual or potential contract, agreement, order, invoice, or other business arrangement to deliver N95 masks or other PPE to the State of California, or any officer, unit, or subdivision thereof, and describe the nature of their role and knowledge.

RESPONSE TO INTERROGATORY NO. 2:

Plaintiff is aware of the following persons with knowledge of Blue Flame Medical's actual or potential contracts, agreements, orders, or other business arrangement to deliver N95 masks or other personal protective equipment ("PPE") to the State of California, or any officer, unit, or subdivision thereof, and the nature of their current role and knowledge:

- John J. Brough, Chief Executive Officer and Member of the Board of Directors of Chain Bridge Bank: Based on his conversation with Mr. Gula on March 25, 2020, Mr. Brough was aware of Blue Flame Medical's contract to sell 100 million N95 masks to the State, as well as the fact that Blue Flame Medical was engaged in discussions to sell additional PPE to the State.
- David M. Evinger, President, Chief Credit Officer, Secretary, and Member of the Board of Directors of Chain Bridge Bank: Same as Mr. Brough.
- Maria Cole, Assistant Vice President and Commercial Relationship Manager, Chain Bridge Bank: Based on her communications with Mr. Gula, Mr. Thomas, and Mr. Bearman on March 24-26, 2020, Ms. Cole was aware of Blue Flame Medical's contract to sell 100 million N95 masks to the State.
- Michael C. Gula, Chief Executive Officer of Blue Flame Medical: Mr. Gula is aware of Blue Flame Medical's contract to sell 100 million N95 masks to the State, as well as negotiations between Blue Flame Medical and the State to supply additional PPE that were ongoing as of March 26, 2020.
- John S. Thomas, President of Blue Flame Medical: Same as Mr. Gula.
- Ethan Bearman, Chief Legal Officer of Blue Flame Medical: Same as Mr. Gula.
- Marc Serrio, Chief Financial Officer, Blue Flame Medical: Mr. Serrio has become aware of Blue Flame Medical's contract to sell 100 million N95 masks to the State, as well as negotiations between Blue Flame Medical and the State to supply additional PPE that were ongoing as of March 26, 2020.
- Paris Pope, Salesperson, Blue Flame Medical: Same as Mr. Serrio.
- Jennilee Brown, Thomas Partners Strategies: Same as Mr. Serrio.
- Mathew Littman, Public Affairs Consultant: Same as Mr. Gula.
- Betty Yee, Controller of the State of California: Ms. Yee is aware of Blue Flame Medical's contract to sell 100 million N95 masks to the State, as well as negotiations between Blue Flame Medical and the State to supply additional PPE that were ongoing as of March 26, 2020.
- Fiona Ma, Treasurer of the State of California: Ms. Ma is aware of Blue Flame Medical's contract to sell 100 million N95 masks to the State.
- Mark Hariri, Director of the Centralized Treasury and Securities Management Division, California State Treasurer's Office: Same as Ms. Ma.
- Andre Rivera, Assistant Director of the Centralized Treasury and Securities Management Division, California State Treasurer's Office: Same as Ms. Ma.

- Natalie Gonzales, Manager, Financial Services Section, Centralized Treasury and Securities Management Division, California State Treasurer's Office: Same as Ms. Ma.
- Daniel Kim, Director of the California DGS: Same as Ms. Yee.
- Michael Wong, Contracts Administrator, California DGS: Same as Ms. Yee.
- Andrew Sturfels, Deputy Director for Administration, California DGS: Same as Ms. Ma.
- Fee Chang, Chief Accounting Officer, Office of Fiscal Services, California DGS: Same as Ms. Ma.
- Bill Simonson, Emergency Manager, California DGS: Same as Ms. Yee.
- Abigail Browning, Chief, Office of Private Sector/NGO Coordination, State of California Governor's Office of Emergency Services: Same as Ms. Yee.
- Suuchi Ramesh, Founder and Chief Executive Officer, Suuchi, Inc.: Ms. Ramesh is aware of Blue Flame Medical's contract to sell 100 million N95 masks to the State.
- Mark Herman, Chief Financial Officer, Suuchi, Inc.: Same as Ms. Ramesh.
- Henry Huang, Founder and Chairman, Great Health Companion Group Same as Ms. Ramesh.
- William Lee, Member, Peak Consulting LLC: Same as Ms. Ramesh.
- Brian Calle: Mr. Calle, a friend of Mr. Thomas that connected Blue Flame to a potential PPE supplier, is aware of Blue Flame Medical's contract to sell 100 million N95 masks to the State.

In addition to the persons identified above, Plaintiff is aware that outside counsel for Blue Flame Medical and Defendants have become aware of Blue Flame Medical's contract to sell 100 million N95 masks to the State, as have various reporters that have published news articles regarding the Wire Transfer, including those cited in documents filed in this Action.

INTERROGATORY NO. 3:

Describe with specificity the circumstances by which Blue Flame Medical or any present or former director, officer, agent, employee, attorney, or other Person acting on its behalf solicited, negotiated, and agreed on any actual or potential contract, agreement, order, invoice, or

other business arrangement with the State of California or any officer, unit, or subdivision thereof to supply N95 masks or other PPE, including all related communications between Blue Flame Medical (or anyone acting on its behalf or at its direction) and the State of California or any officer, unit, or subdivision thereof.

RESPONSE TO INTERROGATORY NO. 3:

Blue Flame Medical began negotiating with representatives of the State of California to supply PPE in March 2020. Specifically, on March 20, 2020, Mr. Thomas reached out to Mathew Littman, a public affairs consultant assisting Blue Flame Medical who had contacts with officials in the State of California, to inquire whether the State of California would be interested in purchasing N95 protective masks or other PPE that Blue Flame Medical could source through its supply chain. Mr. Littman informed Mr. Thomas that afternoon that his contact at the State of California had spoken to Betty Yee, the California State Controller, and informed her of Blue Flame Medical's ability to supply PPE. Later that afternoon, Ms. Yee sent Mr. Thomas a text message informing him that the Governor's Office was aware of Blue Flame Medical's offer to sell PPE and that someone would get in touch with Blue Flame Medical to discuss further. That evening, Blue Flame Medical was contacted by Abigail Browning (Chief, Office of Private Sector/NGO Coordination of the California Governor's Office of Emergency Services) and Bill Simonson (Emergency Manager for California's Department of General Services ("DGS")) to discuss what PPE Blue Flame Medical could supply and the pricing for that PPE. That evening, Mr. Thomas emailed Mr. Simonson a copy of Blue Flame Medical's sales sheet specifying the PPE that Blue Flame Medical could provide to the State.

Over the course of the next several days, Mr. Thomas continued to speak with Ms. Yee via text message regarding a potential purchase of PPE by the State. Specifically, they discussed Blue Flame Medical's need to receive an up-front deposit to secure PPE ordered by the State, which Ms. Yee informed Mr. Thomas was possible under Governor Newsom's emergency

declaration, and the status of Mr. Thomas's discussions with other California state representatives regarding a potential agreement to purchase PPE. On March 22, 2020, Mr. Thomas received a phone call from Michael Wong of DGS and thereafter began negotiating with Mr. Wong via phone calls, text messages, and emails for a purchase of N95 masks by the State of California. Mr. Thomas informed Mr. Wong that Blue Flame Medical could supply N95 masks and other PPE, but would require prepayment in order for Blue Flame Medical to secure the inventory. That evening, Mr. Wong informed Mr. Thomas that he would have to determine whether the State could prepay for N95 masks, and would contact Mr. Thomas to discuss further the next morning.

On March 23, Mr. Wong and Mr. Thomas continued to discuss a potential transaction via text message and email; Ms. Yee also confirmed to Mr. Thomas via text message that the State could provide prepayment to Blue Flame Medical. That afternoon, Mr. Wong requested that Mr. Thomas provide Blue Flame Medical's sales sheet, and Mr. Thomas sent that sales sheet to Mr. Wong that evening via email. Later that night, Mr. Wong asked Mr. Thomas to provide specification and certification sheets and proposed payment terms, and Mr. Thomas agreed to provide that information the next morning.

The morning of March 24, Mr. Thomas sent Mr. Wong specification and certification sheets for the N95 masks and COVID-19 tests that Blue Flame Medical could supply to the State via email, and requested direction from Mr. Wong regarding which specific items the State would like to purchase. The afternoon of March 24, Mr. Wong asked Mr. Thomas via text message what volume of four specified models of N95 masks identified on Blue Flame Medical's sales sheet could be shipped immediately. Mr. Thomas responded by sending Mr. Wong an inventory list for one of Blue Flame Medical's manufacturing sources via email; Mr.

Thomas also forwarded a copy of that email to Ms. Browning. Via text, Mr. Thomas confirmed to Mr. Wong that Blue Flame Medical would be able to source 100 million units of the N95 masks that Mr. Wong had identified within a month. Mr. Wong also asked Mr. Thomas via text message to confirm whether the State would be wiring funds to Blue Flame Medical or an overseas company; Mr. Thomas confirmed that all payments by the State would be domestic and to Blue Flame Medical. The same day, Mr. Gula participated in a conference call with Ms. Browning and representatives of other potential PPE suppliers for the State, and Mr. Thomas continued to discuss California's potential PPE purchase with Ms. Browning via email. Mr. Thomas also apprised Ms. Yee and Ms. Browning via text message of the status of his discussions with Mr. Wong, and continued to discuss additional PPE items that Ms. Browning had requested.

The morning of March 25, Mr. Wong, Mr. Thomas, and Ethan Bearman continued to discuss the sale of N95 masks to California. Mr. Thomas informed Mr. Wong via text message that Blue Flame Medical could not continue to hold inventory with its suppliers without prepayment, and Mr. Wong responded that he was "working with finance" regarding payment. At Mr. Thomas's request, Mr. Bearman provided wiring instructions to Mr. Wong via email. The afternoon of March 25, Mr. Wong informed Mr. Thomas by text message that he was "awaiting final approvals for the wire transfer" from the Department of Finance. At Mr. Wong's request, Mr. Thomas sent an invoice for the purchase to Mr. Wong via email. That invoice specified that Blue Flame Medical would sell 100 million N95 masks to the State of the four models that Mr. Wong had specified at a price of \$4.76 per mask, plus tax and shipping, for a total price of \$609,161,000.00. Later that day, Mr. Thomas received a call from Daniel Kim, Director of DGS, to discuss a potential purchase from Blue Flame Medical. Mr. Kim confirmed

that the State of California would agree to purchase 100 million N95 masks from Blue Flame Medical and may be interested in purchasing additional PPE in the future.

That night, Mr. Thomas sent text messages to Mr. Kim and Mr. Wong regarding the details for the first shipment of N95 masks to the State, a schedule of anticipated shipments and suppliers, and Blue Flame Medical's supply chain for the N95 masks. Mr. Wong informed Mr. Thomas via email and text that the wire transfer request could not be approved in time for the wire transfer deadline on March 25, and would be sent the next day. Mr. Thomas also discussed the timing of the State's wire transfer with Ms. Yee via text message that evening; Ms. Yee confirmed the wire would be sent the next day.

In addition to the 100 million N95 masks that California agreed to purchase from Blue Flame Medical, Ms. Browning also told Mr. Thomas via email the evening of March 25 that California wished to purchase hundreds of millions of additional pieces of PPE, including additional N95 masks and other protective masks, face shields, ventilators, IV pumps, gloves, swabs, gowns, and coveralls. Mr. Thomas informed Mr. Wong via text message that Blue Flame Medical could supply the PPE Ms. Browning had identified, and Mr. Wong responded by requesting pricing and spec sheet information and stating that he would "run numbers with my team and verify with you tomorrow."

On March 26, Mr. Thomas continued to discuss the status of the wire transfer with Ms. Yee and Mr. Wong via text message, both of whom confirmed it was in process and ultimately had been sent by the State. After Defendants accepted the payment order on behalf of Blue Flame Medical as beneficiary, credited the funds to Blue Flame Medical's account, and agreed to return the funds after causing California to request they be returned, Mr. Thomas attempted to contact Mr. Wong, Mr. Kim, and Ms. Yee to address any concerns they had and attempt to

continue to move forward with the transaction. In response, on March 27, Ms. Yee asked Mr. Thomas to communicate with Mr. Kim; Mr. Kim informed Mr. Thomas via text message that “I will have to elevate this and someone will be in touch with you.” Despite Mr. Thomas’s continual efforts to continue discussions with California officials regarding the transaction following Defendants’ actions on March 26, 2020, including in telephonic and email discussions with Mr. Wong in April 2020, California has remained unwilling to move forward with a PPE purchase from Blue Flame Medical.

INTERROGATORY NO. 4:

Identify and describe each order received or agreement entered into by Blue Flame Medical and/or Blue Flame Strategies for the acquisition, sale, and/or distribution of N95 masks, other PPE, or other medical supplies, including, for each such order or agreement, the order or agreement’s material terms (such as its date, the item or items being transacted, quantity, price, expected or agreed delivery date, total dollar value), any actual or anticipated profit on the order or agreement, whether and when the order or agreement was fulfilled or cancelled, and whether and when any refund was provided.

RESPONSE TO INTERROGATORY NO. 4:

The requested information for each order received by Blue Flame Medical for the acquisition, sale, and/or distribution of N95 masks, PPE, or other medical supplies is set forth in Schedule A hereto.

INTERROGATORY NO. 5:

Describe the nature of any personal, familial, financial, professional, or business relationships existing between and among, on the one hand, any persons associated with Blue Flame Medical, Blue Flame Strategies, Redline Strategies, and, on the other hand, any of those entities’ clients, potential clients, referral sources, manufacturers, distributors, or suppliers.

RESPONSE TO INTERROGATORY NO. 5:

Plaintiff is aware of the following relationships existing between Blue Flame Medical, including its employees, officers, directors, agents, attorneys, representatives, and/or affiliates, on the one hand, and any clients, potential clients, referral sources, manufacturers, distributors,

or suppliers of Blue Flame Medical, on the other hand. For purposes of this response, Plaintiff interprets “potential clients” as any potential Blue Flame Medical customer or representative thereof that engaged in some degree of discussion with Blue Flame Medical regarding a potential transaction.

Name of Client, Potential Client, Referral Source, Manufacturer, Distributor, or Supplier (Role)	Nature of Relationship
Martin Ahrens, Drummond Mining (Potential client)	Professional relationship with Mr. Gula (less than one year)
Christopher Alexander, 721 Government Strategies (Supplier broker)	Professional relationship with Mr. Gula and Mr. Thomas
Lindsay Angerholzer (Referral partner)	Professional relationship with Mr. Gula (approximately 10 years)
Carlos Antonio (Supplier broker)	Professional relationship with Mr. Gula (less than one year)
Kate Arnold, Velox Medical (Referral partner)	Professional relationship with Mr. Gula (less than one year)
Robert Avery (Supplier broker)	Professional relationship with Mr. Gula (approximately 5 years)
David Balland, Department of Veterans Affairs	Professional relationship with Mr. Gula (less than one year)
Kevin Barone (Potential client)	Professional relationship with Mr. Gula (less than one year)
Melanie Bartis, Houston Emergency Management (Potential client)	Professional relationship with Mr. Gula (less than one year)
Hillary Bassett, Still Hopes (Potential client)	Professional relationship with Mr. Gula (less than one year)
Jackson Baynard, Henrico County, Virginia (Potential client)	Professional relationship with Mr. Gula (less than one year)
Simon Behrmann (Potential referral source)	Professional relationship with Mr. Gula (less than one year)

Scott Berggren (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Melissa Berling, Duke Energy (Potential client)	Professional relationship with Mr. Gula (less than one year)
John Bissell, State of Tennessee Central Procurement Office (Client)	Professional relationship with Mr. Gula (less than one year)
Janet Blanding, Tri Area Health Care (Potential client)	Professional relationship with Mr. Gula (less than one year)
Mark Bonacci, Recovery Road Addiction (Potential client)	Professional relationship with Mr. Gula (less than one year)
Luke Bosso, Indiana Economic Development Corporation (Potential client)	Professional relationship with Mr. Gula (less than one year)
Todd Boulanger (Referral partner)	Professional relationship with Mr. Gula (approximately 15 years)
Bruce Boyd, Arabella Advisors (Client)	Professional relationship with Mr. Gula (less than one year)
Mark Brenner (Supplier broker)	Professional relationship with Mr. Gula (approximately 10 years)
Jack Brewer, Fox News (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
David Brown, Exelon (Potential client)	Professional relationship with Mr. Gula (approximately 7 years)
Nicole Brunelle, North Dakota State Government (Potential client)	Professional relationship with Mr. Gula (less than one year)
Julio Cabral-Corrada (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Greg Card, City of Sunnyvale, California (Potential client)	Professional relationship with Mr. Gula (less than one year)
Ben Carson (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Brian Calle (Supplier broker)	Personal friendship with Mr. Thomas (approximately 15 years)

Scott Campbell (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Doug Carlson, State of Nebraska (Potential client)	Professional relationship with Mr. Gula (less than one year)
Ben Carson (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Craig Cerenna (Supplier/Supplier broker)	Professional relationship with Mr. Gula (less than one year)
Brian Chatwin, Velox Medical (Referral partner)	Professional relationship with Mr. Gula (less than one year)
Vito Chiaravalloti II, Velox Medical (Referral partner)	Professional relationship with Mr. Gula (approximately 20 years)
Joseph Choi, 2 Point 0 (Supplier)	Professional relationship with Mr. Thomas
Elliot Churchill, Maryland Department of General Services (Client)	Professional relationship with Mr. Gula (less than one year)
Mike Coffield (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
David Cohen (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Rocco Coniglio, Hydra Holdings (Referral partner)	Professional relationship with Mr. Gula (less than one year)
Ryan Coyne (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Jessica Cornejo, Kai Medical Labs (Referral partner)	Professional relationship with Mr. Gula (less than one year)
Jeff Cossman (Supplier)	Professional relationship with Mr. Gula (less than one year)
Andy Creighton (Logistics provider)	Professional relationship with Mr. Thomas
Chris Cumnock (Supplier broker)	Professional relationship with Mr. Gula (less than one year)

Jennifer Dammeyer, State of Ohio (Potential client)	Professional relationship with Mr. Gula (less than one year)
Christina Dayries, State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness (Potential client)	Professional relationship with Mr. Gula (less than one year)
Don De Luca, V2 Global (Referral partner)	Professional relationship with Mr. Thomas
Mike Delamate, State of New Jersey (Potential client)	Professional relationship with Mr. Gula (less than one year)
Gretchen Deruiter, State of Colorado (Client)	Professional relationship with Mr. Gula (less than one year)
Anthony Depaola, Yale University (Potential client)	Professional relationship with Mr. Gula (less than one year)
Said Dib (Supplier)	Professional relationship with Mr. Gula (less than one year)
John Dixon (Supplier broker)	Professional relationship with Mr. Gula (less than one year)
Julie Dotton, Applied Science (Referral partner)	Professional relationship with Mr. Gula (less than one year)
Ethan Eilon (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Andrea Emmons (Referral partner)	Professional relationship with Mr. Gula (approximately 2 years)
Kirk Eng, New York City Department of Sanitation (Potential client)	Professional relationship with Mr. Gula (less than one year)
Javier Antonio Urrutia Escobar, Government of Colombia (Potential client)	Professional relationship with Mr. Gula (less than one year)
Chad Fleischer, University Hospitals Health System (Potential client)	Professional relationship with Mr. Gula (less than one year)
Antwayne Ford (Supplier broker)	Professional relationship with Mr. Gula (less than one year)
Bill Fowler (Potential client)	Professional relationship with Mr. Gula (less than one year)

Jordan Gehrke, MTKM LLC (Referral partner)	Professional relationship with Mr. Gula (approximately 6 years)
Josh Geleris, Columbia University Medical School (Potential client)	Professional relationship with Mr. Gula (less than one year)
Saul Gitlin, Mount Sinai Hospital (Potential client)	Professional relationship with Mr. Gula (less than one year)
Scott Greenlee (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Russell Gross (Supplier broker)	Professional relationship with Mr. Gula (less than one year)
Michael Guerriero, New Jersey Hospital Association (Potential client)	Professional relationship with Mr. Gula (less than one year)
Ahmid Faris, Blue Cross Blue Shield of Michigan (Potential client)	Professional relationship with Mr. Gula (less than one year)
Joseph Fawkner (Potential client)	Professional relationship with Mr. Gula (less than one year)
Tom Frasca, University of Maryland Medical System (Potential client)	Professional relationship with Mr. Gula (less than one year)
Graham Haile (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Lars Hajslund (Potential client)	Professional relationship with Mr. Gula (less than one year)
Graham Hall (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Kenny Hansmire (Supplier broker)	Professional relationship with Mr. Gula (less than one year)
Susan Harris, Wellpath (Potential client)	Professional relationship with Mr. Gula (less than one year)
Matthew Hayes, Tennessee Emergency Management (Client)	Professional relationship with Mr. Gula (less than one year)
William Heffner, Cardinal Health (Potential client)	Professional relationship with Mr. Gula (less than one year)

Michael Herson (Potential referral source)	
Tom Hillmann, State of New Jersey (Potential client)	Professional relationship with Mr. Gula (less than one year)
Mike House (Potential referral source)	Professional relationship with Mr. Gula (approximately 10 years)
Henry Huang, Great Health Companion (Supplier)	Personal friendship with Mr. Thomas (approximately 10 years); professional supplier relationship
Michael Jensen, Velox Medical (Referral partner)	Professional relationship with Mr. Gula (approximately 3 years)
Chad Jones, Velox Medical (Referral partner)	Professional relationship with Mr. Gula (approximately 2 years)
Courtney Kawelaske, Missouri Department of Procurement Services (Potential client)	Professional relationship with Mr. Gula (less than one year)
David Kelly, Centers for Disease Control (Potential client)	Professional relationship with Mr. Gula (less than one year)
Jonathan Kim (Supplier broker)	Professional relationship with Mr. Gula (less than one year)
Steven King, Rhode Island State Government (Potential client)	Professional relationship with Mr. Gula (less than one year)
Howard Knapp, South Carolina State Election Commission (Potential client)	Professional relationship with Mr. Gula (less than one year)
Matt Knott, LTW Investments (Potential client)	Professional relationship with Mr. Gula (less than one year)
Bradley Knox, KGN LLC (Referral partner)	Professional relationship with Mr. Gula (approximately 10 years)
Bryan Koon, International Homeland Security and Emergency Management (Potential client)	Professional relationship with Mr. Gula (less than one year)
Daryl Krasnuk, Hudson County Division of Planning (Potential client)	Professional relationship with Mr. Gula (less than one year)
Elizabeth Kulesa, St. Jude Children's Research Hospital (Potential client)	Professional relationship with Mr. Gula (less than one year)

Josh Lambert (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Mandy Lee, OMNI Government Relations (Potential client)	Professional relationship with Mr. Gula (less than one year)
William Lee, Peak Consulting (Supplier broker)	Personal friendship with Mr. Thomas (approximately 5 years)
Mathew Littman (Referral Partner)	Professional relationship with Mr. Thomas (approximately 5 years)
Leo Mackay (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Renny MacKay, State of Wyoming (Potential client)	Professional relationship with Mr. Gula (less than one year)
Geoffrey Maloon, Milpitas Fire Department (Potential client)	Professional relationship with Mr. Gula (less than one year)
April Manzano, Ricky Martin Foundation (Potential client)	Professional relationship with Mr. Gula (less than one year)
Dawn Mason, CoreCivic (Potential client)	Professional relationship with Mr. Gula (less than one year)
Brittany Maxwell, National Healthcare Corp. (Potential client)	Professional relationship with Mr. Gula (less than one year)
Danny Mays, Maryland Department of General Services (Client)	Professional relationship with Mr. Gula (less than one year)
Tim McAlister, Southern Company (Potential client)	Professional relationship with Mr. Gula (less than one year)
Peter McCann, Home Instead Senior Care (Potential client)	Professional relationship with Mr. Gula (less than one year)
Al McCulloch, Pacha Resources (Potential client)	Professional relationship with Mr. Gula (less than one year)
Dana McElroy (Supplier)	Professional relationship with Mr. Gula (less than one year)
Elena McGrew, Washington State Department of Enterprise Services (Potential client)	Professional relationship with Mr. Gula (less than one year)

Tom McGuire, Johns Hopkins University (Potential client)	Professional relationship with Mr. Gula (less than one year)
Bruce McNamer (Potential client)	Professional relationship with Mr. Gula (less than one year)
Martha Medina, GSD Supply Services – Los Angeles (Potential client)	Professional relationship with Mr. Gula (less than one year)
Michael Meisel, University of Maryland (Potential client)	Professional relationship with Mr. Gula (less than one year)
Josh Merin, International Franchise Association (Potential client)	Professional relationship with Mr. Gula (less than one year)
Allen Meyer, State of Iowa (Potential client)	Professional relationship with Mr. Gula (less than one year)
Stacie Monroe (Referral partner)	Professional relationship with Mr. Gula (approximately 7-10 years)
Michael Mooney, Montana Department of Health and Human Services (Potential client)	Professional relationship with Mr. Gula (less than one year)
Tom Morford, Velox Medical (Referral partner)	Professional relationship with Mr. Gula (less than one year)
Carter New (Supplier broker)	Professional relationship with Mr. Gula (less than one year)
Jennifer Nickeloff, Wellpath (Potential client)	Professional relationship with Mr. Gula (less than one year)
Tony Pallante, Trident Brands (Potential client)	Professional relationship with Mr. Gula (less than one year)
Matt Pell (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Julia Pickle, Alabama Governor's Office (Client)	Professional relationship with Mr. Gula (less than one year)
Michael Pieper, Nevada Hospital Association (Potential client)	Professional relationship with Mr. Gula (less than one year)
John Plishka (Supplier broker)	Professional relationship with Mr. Gula (less than one year)

Veronica Cuellar Pizano, Fundacion Santo Domingo (Potential client)	Professional relationship with Mr. Gula (less than one year)
Robert Pope (Referral partner)	Professional relationship with Mr. Gula (approximately 3 years)
Michael Porter (Supplier broker)	Professional relationship with Mr. Gula (less than one year)
Jitendra Prasad, Alberta Health Services (Potential client)	Professional relationship with Mr. Gula (less than one year)
Jonathan Rabinovitz, 55 Industries (Supplier)	Professional relationship with Mr. Gula (less than one year)
Suuchi Ramesh, Suuchi, Inc. (Supplier)	Professional relationship with Mr. Bearman (less than one year)
Brian Rell, Alabama Procurement Task Force (Client)	Professional relationship with Mr. Gula (less than one year)
Roberto Reyes, Neurocrine Biosciences (Potential client)	Professional relationship with Mr. Gula (less than one year)
Ryan Rhodes (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Jared Rosenstein, Florida Emergency Management (Potential client)	Professional relationship with Mr. Gula (less than one year)
Lynda Rossi, Blue Cross Blue Shield of Michigan (Potential client)	Professional relationship with Mr. Gula (less than one year)
Sheryl Roub, Wyoming Governor's Office (Potential client)	Professional relationship with Mr. Gula (less than one year)
David Sanders, DTS Consulting (Referral partner)	Professional relationship with Mr. Gula (approximately 7-10 years)
Brian Sanderson (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Cheryl Schlesinger, City of New York Department of Sanitation (Potential client)	Professional relationship with Mr. Gula (less than one year)
Robert Sharbaugh, University Hospital (UHNJ) (Potential Client)	Professional relationship with Mr. Gula (less than one year)

Albert Shen (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Amanda Shoop, State of South Dakota (Potential client)	Professional relationship with Mr. Gula (less than one year)
Tamara Seney, Redwood County Government Center (Potential client)	Professional relationship with Mr. Gula (less than one year)
Al Simpson (Referral partner)	Professional relationship with Mr. Gula (approximately 7-10 years)
Ross Sklar, Starco Group (Potential client)	Professional relationship with Mr. Gula (less than one year)
Jason Smith, Virginia Economic Development Partnership (Potential client)	Professional relationship with Mr. Gula (less than one year)
Mark R. Smith, HeritageBrand LLC (Referral partner)	Professional relationship with Mr. Gula (approximately 15 years)
Rick Smotkin, Third Circle (Referral partner)	Professional relationship with Mr. Gula (approximately 1 year)
Jack St. Martin (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Andy Stead, Maximed (Supplier)	Professional relationship with Mr. Thomas
Tamara Steinbach, State of Colorado (Client)	Professional relationship with Mr. Gula (less than one year)
Melissa Stone (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Matt Swift (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Alan Swygert, Department of Veterans Affairs (Potential client)	Professional relationship with Mr. Gula (less than one year)
DeAnte Thomas, Exelon (Potential client)	Professional relationship with Mr. Gula (less than one year)
Ryan Thompson (Potential referral source)	Professional relationship with Mr. Gula (less than one year)

Nazmije Toci, New York City Department of Sanitation (Potential client)	Professional relationship with Mr. Gula (less than one year)
Alex Turkeltaub (Supplier broker)	Professional relationship with Mr. Gula (less than one year)
Yoshi Tyler, Kai Medical Labs (Referral partner)	Professional relationship with Mr. Gula (less than one year)
Rick Valtee, Cardinal Health (Potential client)	Professional relationship with Mr. Gula (less than one year)
Justin Van Zyl, Circle K (Potential client)	Professional relationship with Mr. Gula (less than one year)
Tiffany Wadell, Maryland Governor's Office (Client)	Professional relationship with Mr. Gula (approximately 7-10 years)
Justin Wallin, J Wallin Business Strategy (Referral partner)	Professional relationship with Mr. Thomas (approximately 8 years)
Debra Warren, USF Health (Potential client)	Professional relationship with Mr. Gula (less than one year)
Jim Weeks (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Chris West (Potential referral source)	Professional relationship with Mr. Gula (less than one year)
Valerie Williams, South Carolina State Procurement (Potential client)	Professional relationship with Mr. Gula (less than one year)
Joy Xu, Great Health Companion (Supplier)	Professional relationship with Mr. Gula (less than one year)
Kevin Xu, Glymate (Supplier)	Professional relationship with Mr. Thomas
Michael Zarelli (Referral partner)	Professional relationship with Mr. Gula (approximately 10 years)
Elizabeth Zelenak, New York City Administrative Services (Potential client)	Professional relationship with Mr. Gula (less than one year)
Johnny Zhu (Supplier)	Professional relationship with Mr. Gula (less than one year)

Gary Zimmerman (Supplier broker)	Professional relationship with Mr. Gula (less than one year)
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INTERROGATORY NO. 6:

State the basis on which the Complaint alleges that, but for Defendants' conduct, Blue Flame Medical would have been able to fulfil the State of California's order of 100 million N95 masks, including how and when Blue Flame Medical would have done so, and why and how it could have done so despite Blue Flame Medical's inability to fulfill mask orders placed by other customers in April and May 2020.

RESPONSE TO INTERROGATORY NO. 6:

Blue Flame Medical would have been able to fulfill the State of California's order for 100 million N95 masks but for Defendants' unlawful actions because it had reached agreements with Great Health Companion and Suuchi, Inc. to supply the entirety of California's order for 100 million N95 masks at the time Blue Flame Medical contracted with the State of California on March 25, 2020. As Blue Flame Medical explained to California representatives and Defendants, including in discussions on March 25, Blue Flame Medical required prepayment so that it could immediately begin paying its suppliers for masks to fill the State of California's order, including 6 million N95 masks that were available to ship domestically as of that date and the remaining 94 million masks, which Blue Flame Medical had arranged to be delivered to California by the end of April 2020. Indeed, when Defendants unlawfully returned the funds paid to Blue Flame Medical by the State of California, Blue Flame Medical had already requested that Chain Bridge Bank wire a portion of those funds to Suuchi, Inc. to secure the delivery of the first 6 million masks for the State, and was in the process of arranging additional payments to Great Health Companion Group for the additional 94 million masks to be supplied by the end of April 2020. Because of Defendants' actions, Blue Flame Medical could not make those payments and lost the ability to deliver that product to the State of California as anticipated.

Blue Flame Medical's inability to fill other N95 mask orders in April and May 2020 involved different circumstances. As detailed in the June 22, 2020 letter submitted on behalf of Blue Flame Medical to the United States House of Representatives Committee on Energy and Commerce, many of those orders involved quantities of N95 masks and other PPE that were too small to secure inventory from PPE suppliers given the intense competition within the marketplace. In addition, in late April, Chinese government officials began delaying and, in some cases, seizing, shipments of PPE, which disrupted some of the orders placed by Blue Flame Medical customers. While certain of the N95 masks purchased by the State of California were scheduled to be shipped in April 2020, Blue Flame Medical believes those N95 masks—which would have been fully prepaid, but for Defendants' actions—nevertheless would have been delivered and that any potential delays caused by intervention by the Chinese government would have resulted in further discussions with California officials.

Dated : October 13, 2020

/s/ Peter H. White

Peter H. White (VA Bar No. 32310)

Jason T. Mitchell (*pro hac vice*)

Gregory Ketcham-Colwill (*pro hac vice*)

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bill.gussman@srz.com

Counsel for Plaintiff Blue Flame Medical LLC

SCHEDULE A
RESPONSE TO INTERROGATORY NO. 4

Customer	Order Date(s)	Total Order Amount	Estimated Gross Profit (Where Calculated)	Items Ordered	Agreed Delivery Date	Fulfilled or Cancelled?	Refund Provided?
State of California	3/25/20	\$609,161,000.00	\$143,120,000.00	100,000 N95 masks	Various	N/A	N/A
Idaho State Police	3/30/20	\$5,642.70	N/A	400 N95 masks, 400 foldable N95 masks, 200 surgical masks	N/A	Cancelled	Full: \$5,847.06 (including credit card fees)
Maryland Department of State Police	3/30/20; 3/31/20	\$7,145.22	N/A	400 N95 foldable masks, 24 16.9oz bottles of hand sanitizer, 40 surgical masks, 100 nonwoven gowns, 30 digital thermometers	N/A	Cancelled	Full: \$7,413.37 (including credit card fees)
Melbourne Airport Police Department	3/30/20	\$3,007.87	N/A	400 N95 Masks, 36 16.9oz bottles of hand sanitizer	N/A	Cancelled	Full: \$3,116.95 (including credit card fees)
Florida Department of Law Enforcement	3/31/20	\$11,913.47	N/A	400 N95 masks, 600 face shields, 504 16.9oz bottles of hand sanitizer, 1,000 disposable caps, 1,000 disposable shoe covers	N/A	Cancelled	Full: \$12,345.55 (including credit card fees)

HIGHLY CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER

Melbourne Police Department	3/31/20; 4/2/20	\$1,807.32	N/A	3 digital thermometers, 300 face shields, 48 16.9oz bottles of hand sanitizer, 100 surgical masks	N/A	Partially fulfilled (3 digital thermometers and 300 face shields)	Partial: \$1,020.65 (including credit card fees)
Arizona Department of Public Safety	4/1/20	\$1,638.37	N/A	96 1oz bottles of hand sanitizer, 96 2oz bottles of hand sanitizer	N/A	Cancelled	Full: \$1,697.78 (including credit card fees)
Iowa DCI Crime Laboratory	4/1/20	\$2,793.00	N/A	2,000 surgical masks	N/A	Cancelled	Full: \$2,793.00
Santa Rosa County Sheriff's Office	4/1/20	\$5,006.40	N/A	400 N95 masks, 1,000 shoe covers, 1,000 coveralls	N/A	Cancelled	Full: \$5,187.97 (including credit card fees)
State of Maryland	4/1/20	\$12,542,000.00	\$2,521,000.00	1,550,000 N95 Masks; 110 Philips Ventilators	6/30/20	Partially fulfilled (37 ventilators)	No; \$1,652,154.00 paid
North Carolina State Bureau of Investigation	4/2/20	\$2,840.84	N/A	284 2oz bottles of hand sanitizer, 108 16.9oz bottles of hand sanitizer, 400 shoe covers, 500 surgical masks	N/A	Cancelled	Full: \$2,943.86 (including credit card fees)
Oklahoma State Bureau of Investigations	4/2/20	\$4,812.04	N/A	400 N95 masks, 1,000 surgical masks	N/A	Cancelled	Full: \$4,986.57 (including credit card fees)

St. John Child Wellness Center	4/2/20	\$179,392.92	(\$115,203.44)	2,004 16.9oz bottles of hand sanitizer, 2,004 2oz bottles of hand sanitizer, 150,000 nitrile gloves, 30,000 disposable caps, 30,000 disposable gowns, 200,000 3-ply surgical masks	Est. 4/23/20	Partially fulfilled (150,000 nitrile gloves)	Partial: \$114,030.69
Takoma Park Police Department	4/2/20	\$614.97	N/A	192 2oz bottles of hand sanitizer, 12 27oz bottles of hand sanitizer	N/A	Cancelled	Full: \$637.27 (including credit card fees)
Dixie County Sheriff's Office	4/3/20	\$696.57	N/A	36 6.9oz bottles of hand sanitizer, 12 27oz bottles of hand sanitizer, 2 digital thermometers	N/A	Cancelled	Full: \$721.52 (including credit card fees)
Douglas County Sheriff's Office	4/3/20	\$919.93	N/A	10 digital thermometers	N/A	Cancelled	Full: \$953.28 (including credit card fees)
Marion County Sheriff's Office	4/3/20	\$2,885.40	N/A	400 N95 masks	N/A	Cancelled	Full: \$2,990.04 (including credit card fees)
Northern Arizona University	4/3/20	\$8,423.84	N/A	800 N95 foldable masks, 288 2oz bottles of hand sanitizer, 1,000 surgical masks	N/A	Cancelled (1,000 surgical masks and 800 KN95 masks provided)	Full: \$8,729.37 (including credit card fees)

Riverside University Health System	4/3/20	\$495,974.46	\$216,614.46	64,000 N95 masks, 100,000 disposable caps, 100,000 shoe covers	N/A	Cancelled	Full: \$495,974.46 (including credit card fees)
State of Alabama	4/6/20	\$1,386,000.00	\$77,000.00	350,000 N95 masks	12-14 days after deposit	Cancelled	Full: \$768,000
State of Tennessee	4/6/20	\$3,362,778.32	\$423,089.42	500,000 N95 foldable masks; 500,000 gowns (non-sterile)	12-14 days after deposit	Cancelled	Full: \$2,590,122.00
Lone Star College	4/7/20	\$4,970.23	N/A	1,000 KN95 masks, 500 face shields, 55 nitrile gloves	5/7/20	Partially fulfilled (1,000 KN95 masks, 500 face shields)	Partial: \$768.90
North Carolina Department of Safety	4/7/20; 4/9/20	\$6,297.59	N/A	800 N95 masks, 192 2oz bottles of hand sanitizer	N/A	Cancelled	Full: \$6,526.00 (including credit card fees)
State of Alabama	4/8/20	\$2,064,000.00	\$371,910.00	350,000 N95 masks, 200,000 isolation gowns, 50,000 nitrile gloves	12-14 days after deposit	Cancelled	Full: \$1,032,000.00
South Carolina Law Enforcement Division	4/10/20	\$55,006.84	N/A	900 face shields, 120 16.9oz bottles of hand sanitizer, 4,000 surgical masks, 900 nonwoven safety gowns	N/A	Partially fulfilled (900 face shields)	Partial: \$52,249.50 (including credit card fees)

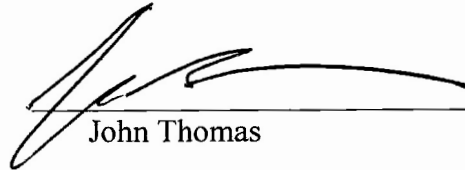
New Venture Fund (City of Chicago)	4/16/20	\$519,479.00	\$28,304.00	96,600 N95 masks	N/A	Fulfilled (100,000 N95 masks)	No
State of Colorado	4/27/20	\$19,064,196.00	\$3,812,840.00	1 million full cup N95 masks, 1 million KN95 masks, 4 million surgical masks, 3 million nitrile gloves, 600,000 disposable gowns	N/A	Order withdrawn	N/A
Bath Lumber, Ely, NV	5/13/20	\$1,483.63	\$358.63	500 KN95 masks	N/A	Fulfilled	No
Private Medical Office (Dr. Kuvar), Scarsdale, NY	5/15/20	\$1,172.64	\$409.44	200 face shields, 400 OR caps, 800 shoe covers	N/A	Fulfilled	No
Medical Facilities of America (Roanoke, VA)	5/18/20	\$265,022.16	\$126,246.16	23,000 sterile isolation gowns (Level 2)	N/A	Fulfilled	No

VERIFICATION

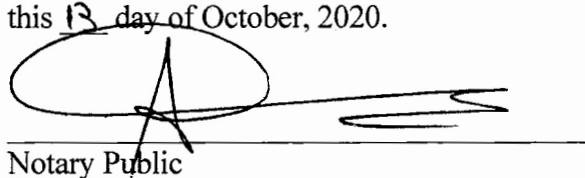
STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

I, John Thomas, President of Blue Flame Medical LLC, having been duly sworn, do hereby depose and say that I am authorized to execute this verification on behalf of Blue Flame Medical LLC. I have reviewed the foregoing interrogatory responses, and the statements set forth therein are, to the best of my knowledge, information and belief, true and correct.

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

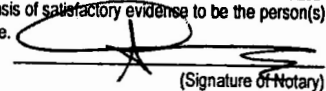

John Thomas

SWORN TO AND SUBSCRIBED before me
this 13 day of October, 2020.

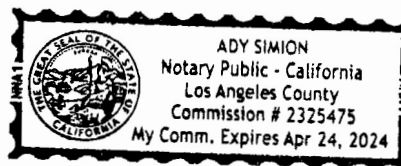


Notary Public

STATE OF CALIFORNIA COUNTY OF Los Angeles
Subscribed and sworn to (or affirmed) before me on this
13 day of Oct., 2020 by John Thomas
proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.



(Signature of Notary)



CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT on this 13th day of October, 2020, a copy of the foregoing document was served via email upon the following:

Gary A. Orseck (*pro hac vice*)
Matthew A. Madden (*pro hac vice*)
Donald Burke (VA Bar No. 76550)
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/s/ Peter H. White
Peter H. White (VA Bar No. 32310)
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