UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(Southern Division)

In re:	
THE MAXIMA CORPORATION f/d/b/a MAXIMA COMPUTER SYSTEMS CORPORATION Debtor.	Case No. 98-18580-PM (Chapter 11)
Janet M. Meiburger, Plan Trustee, Plaintiff,	
v.	Adv. Pro. No. 00-1371-PM
U.S. Nuclear Regulatory Commission, Defendant.	

PLAINTIFF'S FIRST SET OF INTERROGATORIES
TO DEFENDANT U.S. NUCLEAR REGULATORY COMMISSION

To: U.S. Nuclear Regulatory Commission
Division of Contracts & Property Management
Contract Administration Branch, P-902
c/o Tamera L. Fine, Esq.
Office of the U.S. Attorney
6625 United States Courthouse
101 West Lombard Street
Baltimore, MD 21201

From: Janet M. Meiburger, Plan Trustee
1489 Chain Bridge Road, Suite 302
McLean, Virginia 22101

Template OGC002

ERIDS OGC01

Plaintiff, by and through counsel, Janet M. Meiburger, Esquire, requests that the Defendant, U.S. Nuclear Regulatory Commission, answer under oath in accordance with Rule 33 of the Federal Rules of Civil Procedure as applied by the Bankruptcy Rule 7033 Interrogatories.

DEFINITIONS

Unless otherwise indicated, the following definitions shall apply to these interrogatories:

1. "Debtor" means the Debtor Maxima Corporation and any agents or representatives acting or purporting to act on behalf of the defendant for any purpose whatsoever, and all successors and assigns of the plaintiff, including any corporation, partnership or venture with which the plaintiff is or has been affiliated or associated.

2. "Defendant" refers to the U.S. Nuclear Regulatory Commission.

3. "Complaint" refers to the pleading the Plaintiff served on Defendant on July 6, 2000.

4. "Answer" refers to the Answer the Defendant U.S. Nuclear Regulatory Commission served on the 21st day of August, 2000 in response to the Plaintiff's Complaint.

INSTRUCTIONS

1. These interrogatories shall be answered separately, fully, in writing and under oath, in accordance with and as required by the Federal Rules of Civil Procedure Rule 33.

2. Where factual information is requested, such requests includes knowledge of or information obtained by your agents, representatives, and, unless privileged, your attorneys.

3. The answer to each interrogatory should provide all of the information relevant to the requests contained therein which is possessed by the Defendant or its agents, employees, servants, representatives, or attorneys.

4. Each interrogatory should be answered separately. Interrogatories should not be combined for the purpose of supply a common answer, and no answer should be supplied by reference to the answer to another interrogatory unless the answer to be supplied by reference is completely identical to the answer referred to.

5. These interrogatories are of a continuing nature and Defendant, its representatives, or attorneys is required to provide any information which may come to their attention which would change or add to their answers.

INTERROGATORIES

1. Please identify and describe in detail all facts that support Defendant's first affirmative defense that Defendant and Debtor entered into a Third Contract whereby the Defendant overpaid the Debtor $10,545.97 and that the amount is not subject to turnover pursuant to 11 U.S.C. § 5432(b).

2. Please identify and describe in detail the factual basis for your denial of Plaintiff's allegation in paragraph 11 of the Complaint that Defendant has not made payment on the First Contract Final Invoice.

3. Please identify and describe in detail the factual basis for your denial of Plaintiff's allegation in paragraph 11 of the Complaint that $17,163.89 remains due and payable under the First Contract and the First Contract Final Invoice.

4. Please identify and describe in detail the factual basis for your denial of Plaintiff's allegation in paragraph 12 of the Complaint that Plaintiff is not entitled pursuant to 11 U.S.C. § 542(b) to turnover of the amount due and payable under the First Contract and the First Contract Final Invoice.

5. Please identify and describe in detail the factual basis for your denial of Plaintiff's allegations in paragraph 14 of the Complaint that Defendant has not made payment on the Second Contract Final Invoice and $32,797.01 remains due and payable under the Second Contract and the Second Contract Final Invoice.

6. Please identify and describe in detail the factual basis for your denial of Plaintiff's allegations in paragraph 15 of the Complaint that Plaintiff is entitled pursuant to 11 U.S.C. § 542(b) to turnover of the amount due and payable under the Second Contract and the Second Contract Final Invoice.

7. Please identify and describe in detail the factual basis of your knowledge that Plaintiff did not attempt to collect the $11,304.68 allegedly made available for distribution under the Second Contract.

Respectfully submitted,

MEIBURGER & ASSOCIATES, P.C.

Dated: December 4, 2000

By: Janet M. Meiburger

Janet M. Meiburger, Esq.
(MD Fed. Bar No. 04776)
1489 Chain Bridge Road
Suite 302
McLean, Virginia 22101
(703) 556-9404

Attorneys for Janet M. Meiburger, Plan Trustee

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of December, 2000, I caused a true and correct copy of the foregoing Plaintiff's First Set of Interrogatories to be served by first class mail, postage prepaid, on the following:

Tamera L. Fine, Esq.
Office of the U.S. Attorney
6625 United States Courthouse
101 West Lombard Street
Baltimore, MD 21201

Janet M. Meiburger