

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

LIPSCOMB, EISENBERG & BAKER, PL, a
Florida professional limited liability company,
and MICHAEL KEITH LIPSCOMB, an
individual,

GENERAL JURISDICTION

Case No. 2016-014947-CA-01

Plaintiffs,

v.

MALIBU MEDIA, LLC, a California limited
liability company, PILLAR LAW GROUP,
PLLC, a California professional law
corporation, DIGITAL CONTENT, INC., an
administratively dissolved Wyoming
corporation, DATA ANALYTICS, INC., a
foreign corporation,

Defendants.

**PLAINTIFF LIPSCOMB, EISENBERG & BAKER, PL'S
NOTICE OF DEPOSITION OF DEFENDANT PILLAR LAW GROUP, APLC**

PLEASE TAKE NOTICE, Plaintiff Lipscomb, Eisenberg & Baker, PL (“Plaintiff” and/or “LEB”), by and through undersigned counsel, and pursuant to Florida Rule of Civil Procedure 1.310(b)(6), will take the deposition(s) of Defendant PILLAR LAW GROUP, APLC (“Pillar” and/or “Defendant”) upon oral examination through one or more of its officers, directors, agents, or other representatives who will be designated to testify on Pillar’s behalf regarding all information known or reasonably available to Pillar with respect to the subject matters identified in Exhibit A. At least ten (10) business days before the deposition(s), Pillar shall provide LEB with written notice identifying the representative(s) who will be testifying and the areas as to which he/she/they will be designated to testify.

The deposition(s) will commence as follows:

Date and Time
October 6, 2016
9:00 a.m.

Place of Deposition
Kaufman Dolowich & Voluck, LLP
11755 Wilshire Boulevard, Suite 2400
Los Angeles, California 90025-1519

The deposition(s) will occur before a duly certified court reporter and notary public or person authorized by law to administer oaths in the State of California. The deposition(s) will be recorded by stenographic means. If necessary the deposition(s) will be adjourned until completed.

Dated: August 23, 2016.

Respectfully submitted,

/s/ David F. Tamaroff

M. Keith Lipscomb, Esq.

Fla. Bar: 429554

David F. Tamaroff, Esq.

Fla. Bar: 92084

Email: dtamaroff@lebfirm.com

Email: klipscomb@lebfirm.com

Lipscomb Eisenberg, PL

2 South Biscayne Boulevard

Penthouse 3800

Miami, FL 33131

Telephone: (786) 431-2228

Facsimile: (786) 431-2229

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 23, 2016, a true and correct copy of the foregoing was served via the Florida Court's E-Filing Portal System, e-mail, and/or U.S. Mail on the persons set forth on the service list below.

By: /s/ David F. Tamaroff
David F. Tamaroff, Esq.

SERVICE LIST

Heloiza A. Correa, Esq.
Schlesinger & Associates, P.A.
800 Brickell Avenue, Suite 1400
Miami, Florida 33131
hcorrea@mjsjd.com
eservice@mjsjd.com
Attorneys for Digital Content, Inc. and Data Analytics, Inc.

Ms. Colette Pelissier
B/O Malibu Media, LLC
9701 Wilshire Blvd., 10th Floor
Beverly Hills, California 90212
31360 Broad Beach Road
Malibu, California 90265
colette@x-art.com
Registered Agent for Malibu Media, LLC

Therese A. Felth, Esq.
J. Alistair McKenzie, Esq.
McKenzie Law Firm, P.A.
905 East Hatton Street
Pensacola, Florida 32503
therese@mckenzielawfirm.com
amckenzie@mckenzielawfirm.com
vcrow@mckenzielawfirm.com
Attorneys for Pillar Law Group, APLC

EXHIBIT A

DEFINITIONS

1. Notwithstanding any definition below, each word, term, or phrase used herein is intended to have the broadest meaning permitted under the Florida Rules of Civil Procedure.

2. The term “LEB” refers to Lipscomb, Eisenberg & Baker, PL, a Florida professional limited liability company with its principal place of business in Miami-Dade County, Florida, and as may be appropriate from the context, any of its agents, representative, attorneys, employees, partners, consultants, or any other person or entity acting or purporting to act on its behalf or under its control.

3. The term “Lipscomb” refers to the individual Michael Keith Lipscomb who resides in the State of Florida, and as may be appropriate from the context, any of his agents, representative, attorneys, employees, partners, consultants, or any other person or entity acting or purporting to act on his behalf or under his control.

4. The term “Pillar” refers to Pillar Law Group, a California professional law corporation with its principal place of business in Los Angeles County, California, and as may be appropriate from the context, any of its agents, representative, attorneys, employees, partners, consultants, or any other person or entity acting or purporting to act on its behalf or under its control.

5. The term “Malibu Media” refers to Malibu Media, LLC, a California limited liability company with its principal place of business in Los Angeles County, California, and as may be appropriate from the context, any of its agents, representative, attorneys, employees, partners, consultants, or any other person or entity acting or purporting to act on its behalf or under its control.

6. The term “DCI” refers to Digital Content, Inc., and as may be appropriate from the context, any of its agents, representative, attorneys, employees, partners, consultants, or any other person or entity acting or purporting to act on its behalf or under its control.

7. The term “DAI” refers to Digital Analytics, Inc., and as may be appropriate from the context, any of its agents, representative, attorneys, employees, partners, consultants, or any other person or entity acting or purporting to act on its behalf or under its control.

8. The term “Hein” refers to the individual Thomas Hein, and as may be appropriate from the context, any of his agents, representative, attorneys, employees, partners, consultants, or any other person or entity acting or purporting to act on his behalf or under his control.

9. The term “GAS” refers to German American Services, Inc., and as may be appropriate from the context, any of its agents, representative, attorneys, employees, partners, consultants, or any other person or entity acting or purporting to act on its behalf or under its control.

10. The term “Person” shall mean: an individual, firm, partnership, corporation, proprietorship, association, or any other organization or entity.

11. The term “Documents” shall mean: all written, printed, typed, recorded, electronic, or graphic matter, however produced or reproduced, of every kind and description, in whatever form, in your actual or constructive possession, custody, or control, and includes without limitation all writings, correspondence, letters, e-mails, text messages, instant messages (“IM”), telegrams, telexes, cablegrams, notes, financial spreadsheets, work papers, balance sheets, income statements, projections, financial statements, mailgrams, memoranda, intra-office and interoffice communications, reports, studies, files, contracts, licenses, agreements, worksheets, schedules, forecasts, valuations, ledgers, books of account, records and journals, invoices,

receipts, bills, orders, billings, checks, expense reports, proposals, feasibility studies, estimates, official documents, projects, press releases, publications, itemizations, minutes, statistical records, graphs, photographs, movies, film, sound reproduction tapes, videotapes, videodiscs, microtape, microfilm, diskettes, cassettes, data compilation from which information can be obtained or can be translated through detection devices into reasonably usable form, computer inputs or outputs, computer tapes, discs, printouts, programs, electron mail records, databases, or any other tangible thing which constitutes or contains matter within the scope of Florida Rules of Civil Procedure; including originals and copies or reproductions of all such documents upon which notations in writing, print, by stamp, or otherwise have been made which do not appear in the originals of such documents.

12. The term “Communication” shall mean each and every disclosure, transfer, transmittal, or exchange of information by any means.

13. The term “relating to” shall mean: pertaining, describing, referring, reflecting, discussing, showing, supporting, contradicting, refuting, constituting, embodying, containing, concerning, identifying, or in any way logically or factually connected with the matter discussed.

14. The term “evidence” means tending to prove or disprove or disprove the existence of an alleged fact.

15. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside the scope.

16. The terms “all” and “any” means “any and all.” The term “including” means “including but not limited to.”

17. The singular number shall be read and applied as a plural, and the plural number shall be read and applied as a singular, as the circumstances may make appropriate.

18. The present tense includes the past and future tense, as the circumstances may make appropriate

DEPOSITION TOPICS

1. Any and all Communications sent between Pillar and Persons who reside or resided in Florida at any point within the last two calendar years relating to LEB.

2. Any and all Documents sent between Pillar and Persons who reside or resided in Florida at any point within the last two calendar years relating to or consisting of Documents originally authored by a Person who was employed by LEB or Lipscomb.

3. Any and all Communications sent between Pillar and Persons who reside or resided in Florida at any point within the last two calendar years relating to Lipscomb.

4. Any and all Communications sent between Pillar and Persons who reside or resided in Florida at any point within the last two calendar years relating to DCI.

5. Any and all Communications sent between Pillar and Persons who reside or resided in Florida at any point within the last two calendar years relating to DAI.

6. Any and all Communications sent between Pillar and Persons who reside or resided in Florida at any point within the last two calendar years relating to Hein or GAS.

7. Any and all Communications sent between Pillar and Persons who reside or resided in Florida at any point within the last two calendar years relating to an offer of employment at Pillar.

8. Any and all Communications sent between Pillar and Persons who reside or resided in Florida at any point within the last two calendar years relating to the acceptance of an

offer of employment at Pillar.

9. Any and all contracts or agreements relating to Pillar's employment of Persons who reside or resided in Florida at any point within the last two calendar years.

10. Any and all Documents or Communications setting forth or relating to the scope of work performed by Pillar's employees or independent contractors in Florida.

11. Any and all Communications sent between Pillar and Persons who reside or resided in Florida at any point within the last two calendar years relating to an offer to be engaged as an independent contractor for Pillar.

12. Any and all Communications sent between Pillar and Persons who reside or resided in Florida at any point within the last two calendar years relating to the acceptance of an offer to be engaged as an independent contractor for Pillar.

13. Any and all contracts or agreements relating to Pillar's engagement of Persons who reside or resided in Florida at any point within the last two calendar years as independent contractors.

14. Any and all Documents and Communications relating to Pillar's offer of employment or offer to pay to any Persons located in Florida.

15. Any and all Documents and Communications relating to Pillar's offer of employment to any Persons who were at any time employed by LEB or Lipscomb.

16. Any and all Documents referring or relating to money sent from Florida to an account owned or controlled by Pillar.

17. Any and all Documents referring or relating to money sent from an account owned or controlled by LEB to an account owned or controlled by Pillar.

18. Any and all Documents referring or relating to money sent an account owned or

controlled by Pillar to accounts or Persons located in Florida.

19. Any and all Documents referring or relating to money sent from an account owned or controlled by Pillar to employees of Pillar who reside in Florida.

20. Any and all Documents referring or relating to money sent from an account owned or controlled by Pillar to Pillar's independent contractors who reside in Florida.

21. Any and all Documents and Communications relating to payments made by Pillar to its employees or independent contractors located in Florida.

22. Any and all Documents referring or relating Pillar's employees, attorneys, and/or agents trip to Florida in March of 2016, during which they visited LEB's office.

23. Any and all Communications between Persons who reside or resided in Florida at any point within the last two calendar years and Pillar relating to salary information payed by LEB to its employees.

24. Any and all Communications between Persons who reside or resided in Florida at any point within the last two calendar years and Pillar relating to salary information payed by LEB to its independent contractors.

25. Any and all Communications between Persons who reside or resided in Florida at any point within the last two calendar years and Pillar relating to salary information offered by Pillar to that Person.

26. Any and all Communications between Pillar and Emilie Kennedy, prior to Emilie Kennedy's accepting an offer of employment or engagement as an independent contractor with Pillar.

27. Any and all Communications between Pillar and Jessica Fernandez, prior to Jessica Fernandez's accepting an offer of employment or engagement as an independent

contractor with Pillar.

28. Any and all Communications between Pillar and Crystal Sebastian, prior to Crystal Sebastian's accepting an offer of employment or engagement as an independent contractor with Pillar.

29. Any and all Communications between Pillar and Alejandra Albuerne, prior to Alejandra Albuerne's accepting an offer of employment or engagement as an independent contractor with Pillar.

