

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,

Case No. 2016-14947 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.

NOTICE OF PRODUCTION

TO: Heloiza A. Correa, Esq. Schlesinger & Associates, P.A. 800 Brickell Avenue, Suite 1400
Miami, Florida 33131

Therese A. Felth, Esq., J. Alistair McKenzie, Esq. McKenzie Law Firm, P.A. 905 East
Hatton Street Pensacola, Florida 32503

Ms. Colette Pelissier B/O Malibu Media, LLC 9701 Wilshire Blvd., 10th Floor Beverly
Hills, California 90212; 31360 Broad Beach Road Malibu, California 90265

YOU ARE NOTIFIED that after 10 days from the date of service of this notice, if
service is by delivery, or 15 days from the date of service, if service is by mail, and if no
objection is received from any party, the undersigned will issue or apply to the clerk of this court
for issuance of the attached subpoena directed to Alejandra Albuerne, who is not a party and
whose address is 14221 SW 96th Terrace, Miami, Florida 33186, to produce the items listed at
the time and place specified in the attached Subpoena *Duces Tecum* ("Subpoena").

Pursuant to Florida Rule of Civil Procedure 1.351 the person upon whom the subpoena is served shall produce the items described in the list attached to the Subpoena as Exhibit "A," which is made part of this Notice of all purposes.

The person who will be asked to produce to produce the documents or things has the right to object to the production under Florida Rule of Civil procedure 1.351, and the person will not be required to surrender the documents or things.

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 electronically 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.
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800 Brickell Avenue, Suite 1400
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Registered Agent for Malibu Media, LLC

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Defendants.

SUBPOENA DUCES TECUM

STATE OF FLORIDA:

TO: Alejandra Albuerne
14221 SW 96th Terrace
Miami, Florida 33186

YOU ARE COMMANDED to appear at **Lipscomb Eisenberg, PL, 2 South Biscayne Boulevard, Suite 3800, Miami, Florida 33131** on **September 30, 2016** at **10:00 AM Eastern Time**, and to have with you at that time and place the documents and things listed on Schedule "A" attached hereto.

These items will be inspected and may be copied at that time. You will not be required to surrender the original items. You may comply with this subpoena by providing legible copies of the items to be produced to the attorney whose name appears on this subpoena on or before the scheduled date of production. You may condition the preparation of copies on the payment in advance of the reasonable cost of preparation. You may mail or deliver the copies to the attorney whose name appears on this subpoena and thereby eliminate your appearance at the place and time specified above. You have the right to object to the production pursuant to this subpoena at

any time before production by giving written notice to the attorney whose name appears on this subpoena. **THIS WILL NOT BE A DEPOSITION. NO TESTIMONY WILL BE TAKEN.**

IF YOU FAIL TO:

1. appear as specified; or
2. furnish the records instead of appearing as provided above; or
3. object to this subpoena;

You may be in contempt of court. You are subpoenaed to appear by the following attorney, and unless excused from this subpoena by this attorney or the court, you shall respond to this subpoena as directed.

Dated on September 8, 2016.

Respectfully Submitted,

M. Keith Lipscomb, Esq.
Fla. Bar: 429554
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

SCHEDULE "A"

DEFINITIONS

1. Notwithstanding any definition below, each word, term, or phrase used in these requests for production 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 Rule of Civil Procedure 1.350; 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 terms “You” and “you” mean the person to whom this Subpoena is directed.

18. 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.

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

DOCUMENTS

1. Any and all written Communications sent between Pillar and You relating to LEB.

2. Any and all Documents sent between Pillar and You relating to or consisting of Documents originally authored by a person who was employed by LEB.

3. Any and all written Communications sent between Pillar and You relating to Lipscomb.

4. Any and all written Communications sent between Pillar and You related to Digital Content, Inc. or Digital Analytics, Inc.

5. Any and all written Communications sent between Pillar and You relating to an offer of employment at Pillar.

6. Any and all written Communications sent between Pillar and You relating to the acceptance of offer of employment at Pillar.

7. Any and all written Communications between You and Pillar relating to salary information paid by LEB to its employees.

8. Any and all written Communications between You and Pillar relating to salary information offered by Pillar to You.

9. All Documents and Communications sent between Pillar and You prior to You accepting an offer of employment with Pillar or prior to becoming an independent contractor who provides services to Pillar.

10. Any and all Documents and written Communications relating to Pillar's offer of employment or offer to pay to You.

11. Any and all Documents and written Communications relating to Pillar's offer of employment to You.

12. Any and all Documents or written Communications setting forth or relating to the scope of work performed by You for Pillar.

13. Any and all Documents or written Communications between You and any of Pillar's employees or independent contractors reside in Florida.

14. Any and all Documents or written Communications relating to payments made by Pillar to You.

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

16. 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.

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

18. Any and all written Communications sent between Pillar and Persons who reside or resided in Florida during the last two calendar years related to Digital Content, Inc. or Digital Analytics, Inc.

19. Any and all written 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.

20. Any and all written 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 offer of employment at Pillar.

21. Any documents that refer or relate to money sent from Florida to an account owned or controlled by Pillar within the last two calendar years.

22. All Documents that refer or relate to the trip Pillar's attorneys and their agents took to Florida during which they visited LEB's office in March of 2016.

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

24. Any and all written 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.

25. All Documents and Communications sent between or among Pillar on the one hand and Emilie Kennedy, Jessica Fernandez, Crystal Sebastian or Alejandra Albuerne on the other hand prior to their accepting an offer of employment with Pillar or prior to one of those women becoming an independent contractor who provides services to Pillar.

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

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

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

29. Any and all Documents or written Communications relating to any of Pillar's employees or independent contractors reside in Florida.

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

31. Any and all written Communications sent between Malibu Media 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.

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

33. Any and all written Communications between Persons who reside or resided in Florida at any point within the last two calendar years and Malibu Media relating to salary information paid by LEB to its employees.

34. Any and all written Communications between You and Malibu Media relating to salary information offered by Pillar to that Person.

35. Any and all written Communications sent between Malibu Media and You relating to an offer of employment at Pillar.

36. Any and all written Communications sent between Malibu Media and You relating to the acceptance of offer of employment at Pillar.

37. Any and all written Communications between You and Malibu Media relating to salary information paid by LEB to its employees.

38. Any and all written Communications between You and Malibu Media relating to salary information offered by Pillar to You.

