

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 SERVING ITS FIRST REQUEST FOR PRODUCTION TO
DEFENDANT PILLAR LAW GROUP, APLC**

Plaintiff Lipscomb, Eisenberg & Baker, PL (“Plaintiff” and/or “LEB”), by and through undersigned counsel, and pursuant to Florida Rule of Civil Procedure 1.350, hereby serves its First Request for Production to Defendant Pillar Law Group, APLC (“Pillar” and/or “Defendant”), and requests to produce for inspection and copying the following generally designated documents and things which constitute or contain matters within the scope of Rule 1.280(b), by delivering such documents to the undersigned law office within the time permitted by the Florida Rules of Civil Procedure.

Dated: August 23, 2016.

Respectfully submitted,

/s/ David F. Tamaroff

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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.

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DEFINITIONS & INSTRUCTIONS

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 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

INSTRUCTIONS

1. Responses to these requests shall be submitted in a form so that the response follows the retyped request for production of documents to which it applies.

2. Documents responsive to these requests shall be produced as they are kept in the usual course of business or organized and labeled (without permanently marking the item produced) to correspond with the numerated categories in this Request.

3. Produce electronically stored information in searchable adobe portable document format or in native format.

4. For electronically stored information, identify every source containing, possibly responsive information that Defendant is not searching or producing.

5. If objecting to a request for production, state the objection with particularity providing the specific grounds for the objection.

6. These requests are deemed to be continuing in nature, and promptly in the event you become aware of additional responsive information, you are requested to provide such additional responsive information to Defendant.

7. Unless otherwise specified, the time period covered by these requests is from August 23, 2014 to the date of service of these requests.

8. For any materials that Defendant asserts are privileged, protected, or otherwise exempt from discovery, provide the following:

- A. The specific grounds for the claim of privilege, protection, or other exemption.
- B. The type of material being withheld and, if the material is electronically stored information, the file format of the material.
- C. The subject matter of the material.
- D. The date of the material.
- E. The name, job title, and address of the author of the material.
- F. The name, job title, and address of each addressee of the material.
- G. The name, job title, and address of each person who received, was copied on, or otherwise saw all, part, or a summary of the material.
- H. The name, job title, and address of the custodian of the material and the material's current location.

9. For any materials that you claim no longer exist or cannot be located, provide all of the following:

- A. A statement identifying the material.
- B. A statement of how and when the material ceased to exist or when it could no longer be located.
- C. The reasons for the material's nonexistence or loss.
- D. The identity, address, and job title of each person having knowledge about the nonexistence or loss of the material.
- E. The identity of any other materials evidencing the nonexistence or loss of the material or any facts about the nonexistence or loss.

10. If, in responding to these requests for production, you encounter any ambiguities when construing any request, instruction, or definition, your response shall set for the matter deemed as ambiguous and the construction used in responding. You shall still respond the requests to the best of your abilities.

11. If any of these documents cannot be produced in full, Defendant is hereby requested to produce them to the fullest extent possible, specify clearly the reasons for Defendant's inability to produce the remainder and state whatever information, knowledge or belief Defendant has concerning the unproduced portion.

12. These requests are directed to all documents in your possession, custody, or control, as well as all documents that are known and available to you from persons from whom you can compel production or are under your control.

DOCUMENTS REQUESTED

1. 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 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 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.

4. 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 DCI.

5. 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 DAI.

6. 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 Hein or GAS.

7. 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.

8. 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 an offer of employment at Pillar.

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

11. 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 to be engaged as an independent contractor for Pillar.

12. 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 an offer to be engaged as an independent contractor for Pillar.

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

15. 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.

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 written 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 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 payed 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 payed by LEB to its independent contractors.

25. 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.

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

