

IN THE CIRCUIT COURT OF THE ELEVENTH 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,

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.

Case No.: 2016-014947-CA-01

**Pillar Law Group, APLC's Motion to Stay Discovery
Pending Ruling on Motion to Dismiss for Lack of Personal
Jurisdiction or Motion for Protective Order**

Defendant, Pillar Group, APLC ("Pillar"), through the undersigned attorney, moves for an order staying discovery until such time as the Court rules on Pillar's Motion to Dismiss for Lack of Personal Jurisdiction.

Alternatively, Pillar moves this Court for a protective Order, limiting the scope of discovery.

In support of this Motion, Pillar states:



McKENZIE
LAW FIRM/PA

Introduction and Case Back Ground

This case stems from defendant Malibu Media, LLC's ("Malibu") demand that its attorneys, Lipscomb, Eisenberg & Baker, PL and Michael K. Lipscomb (collectively referred to as "LEB"), simply provide Malibu with a full, complete and timely accounting of all amounts received per Malibu's "copyright enforcement program." Instead of providing its client with such an accounting, LEB withdrew from representing Malibu, and filed the instant action, asserting, among other claims against various defendants, three counts against Pillar: defamation; declaratory judgment re. malpractice; and CADRA violation.

On July 20, 2016, defendant Pillar, a California law firm, filed a Motion to Dismiss for Lack of Personal Jurisdiction.¹ If this Court should grant Pillar's Motion to Dismiss, then Pillar will no longer be a party to this suit and no longer be forced to incur additional litigation expenses. As a result, Pillar seeks a stay of discovery pending resolution of Pillar's Motion, or alternatively, a protective order, limiting the scope of discovery to the issue of personal jurisdiction, and as to LEB's: a) First Request for Production; b) Deposition Notice, and; c) Notices of Production to Non-Parties, each served on August 23, 2016.

Motion to Stay Discovery

The trial court may stay or limit discovery for good cause shown. Fla. R. Civ. P. 1.280(c). As argued in the Motion to Dismiss, the Court does not have personal jurisdiction over Pillar. It would, therefore, be inequitable for the Court to not stay discovery as to Pillar pending the Motion. In particular, Florida Rule of Civil Procedure 1.280(c) authorizes the Court, for good cause

¹ Pillar incorporates by references the legal arguments made in its Motion to Dismiss.



shown, to “make any order to protect a party from annoyance, embarrassment, oppression, or undue burden or expense that justice requires, including one or more of the following: (1) that the discovery not be had; (2) that the discovery may be had only specified terms and conditions . . . (4) that certain matters not be inquired into, or that the scope of the discovery be limited to certain matters”

Florida state and federal courts have recognized that a stay of discovery is proper when legal sufficiency of claims arise. *See, e.g., Feigin v. Hospital Staffing Services, Inc.*, 569 So. 2d 941, 942 (Fla. 4th DCA 1990) (holding trial court did not abuse its discretion by staying discovery depositions pending the motion to dismiss hearing); *Chudasama v. Mazda Motor Corp.*, 123 F.3d 1353 (11th Cir. 1997) (holding “[f]acial challenges to the legal sufficiency of a claim or defense, such as a motion to dismiss based on failure to state a claim for relief, should... be resolved before discovery begins”).

As to a challenge to personal jurisdiction, the Florida Supreme Court, in *Venetian Salami*, established the procedure by which a Florida plaintiff may seek to obtain personal jurisdiction over a nonresident defendant. *Venetian Salami Co. v. Parthenais*, 554 So.2d 499 (Fla.1989). This procedure was explained as follows by the Fourth District Court of Appeal:



If the defendant moves to dismiss for lack of personal jurisdiction, without more, the motion raises only the legal sufficiency of the pleadings. If the defendant wishes to contest the jurisdictional allegations of the complaint, he must file an affidavit in support of his position. The burden then shifts to the plaintiff to prove by affidavit the basis upon which jurisdiction may be obtained. If the factual allegations of the affidavits can be harmonized, the court can make its decision based upon the affidavits. If, however, the facts asserted in the affidavits are in direct conflict, the trial court must hold a limited evidentiary hearing to determine the issue of jurisdiction. . . . We further hold that before such a hearing can take place, the parties are entitled to take discovery, limited to the facts relevant to the issue of jurisdiction.”

McMillan v. Troutman, 740 So. 2d 1227, 1229 (Fla. 4th 1999) (citing *Venetian Salami*, at 502–03).

At the current posture of this case, Pillar has challenged the legal sufficiency of LEB’s Complaint, as LEB did not allege sufficient facts to raise personal jurisdiction over Pillar. But even so, Pillar submitted an affidavit to refute jurisdiction, thereby shifting the burden to LEB to come forth with proof on jurisdiction. To date, LEB has not submitted anything to this Court, by affidavit or otherwise, that would prove “the basis upon which jurisdiction may be obtained.” *McMillan*, at 229. As a result, the only issue pending before this Court is purely legal, and Pillar is entitled to a stay of discovery pending the Court’s ruling on its Motion to Dismiss.

However, in the event this Court is not inclined to stay discovery, this Court should, at a minimum, enter a protective order, limiting the scope of discovery to the issue of jurisdiction.



Motion for Protective Order

Under Florida law, “a party cannot use discovery as a means to conduct a fishing expedition by requesting information unrelated to present issues in controversy.” *State Farm Mut. Auto Ins. Co. v. Parrish*, 800 So. 2d 706, 707 (Fla. 5th DCA 2001). Thus, at this stage, LEB would at best only be entitled to discovery on the narrow issue of jurisdiction, not to the merits of the case. *See, e.g. Gleaneagle Ship Management Co. v. Leondakos*, 602 So. 2d 1282 (Fla. 1992); *McMillan*, 740 so. 2d at 1228.

For instance, in *Gleaneagle*, the Florida Supreme Court permitted “discovery on questions on jurisdiction because limited discovery in such instances will provide the trial court with additional information on which to base its decision regarding jurisdiction.” *Id.* at. 1284. In so holding, the Court emphasized that such discovery should “not be broad, onerous or expansive, **nor should it address the merits of the case.** Also, where possible, the discovery should be carried out as to minimize expense to the defendant.” *Id.* (emphasis added).

As reflected by the production request, deposition notice, and notices of production, LEB is on a fishing expedition. As is shown below, the discovery requested far exceeds these claims and LEB’s jurisdictional allegations.

On August 23, 2016, after Pillar filed its Motion to Dismiss, LEB served a Request for Production, Notice of Deposition, and Notices of Production to Non-Party on Pillar. The request for production seeks: i) documents and communications that relate to LEB, Lipscomb, DCI, Thomas Hein or GAS (Nos. 1-6); ii) documents and communications that relate to an offer and acceptance of employment at Pillar, including all salary information, scope of



work, employment contracts etc. (Nos. 7-15; 25-29); iii) documents and communications that relate to any money sent from Pillar to Florida (No. 16-21); iv) documents and communications related to Pillar's attorneys visit to Florida in March 2016 (No. 22); and v) documents and communications related to salary information paid by LEB to LEB's employees (No. 23-24). A copy of Plaintiff's Request for Production have been attached as Exhibit "A."

LEB's also served its Notice of Deposition to Pillar, a copy of which is attached as Exhibit "B." As the Court will see, the twenty-nine Deposition Topics are identical to the twenty-nine document production requests. The only difference is that, in some instances, LEB has changed "written communications" in the documents production request to "communications" in the deposition topics.

Similarly, the documents sought in LEB's Notices of Production, directed at various employees of Pillar, further indicate that LEB is conducting a fishing expedition. For example, the documents sought in the proposed subpoenas pertain to communications between Pillar and these employees concerning offers of employment, compensation, etc. Clearly, this information does not relate to jurisdiction and even exceeds the merits of the claims.

Based on the foregoing, Pillar is entitled to a stay of discovery, or alternatively, a protective order, limiting the scope of discovery to jurisdiction.

WHEREFORE, Pillar respectfully requests that this Court enter an Order, staying discovery until such time that this Court rules upon the pending motion to dismiss for lack of personal jurisdiction; or, alternatively, that this Court enter a protective order as to all pending and future discovery against



Pillar, limiting the scope of discovery to personal jurisdiction, and for any other relief this Court deems necessary and proper.

Certificate of Service

I certify that on September 23, 2016, the foregoing document was electronically filed with the Clerk of Court's eFiling Portal, which will send notification of such filing to M. Keith Lipscomb, Esq., Lipscomb, Eisenberg & Baker, PL, 2 Biscayne Blvd., Penthouse 3800, Miami, FL 33131; klipscomb@lebfirm.com

/s/ Therese A. Felth

Therese A. Felth

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Attorneys for Defendant, Pillar Law Group, APLC



Exhibit A

Request for Production

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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David F. Tamaroff, Esq.

Fla. Bar: 92084

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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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Registered Agent for Malibu Media, LLC

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.

Exhibit B

Notice of Deposition to Pillar

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

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Email: klipscomb@lebfirm.com

Lipscomb Eisenberg, PL

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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.

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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, work-sheets, 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.