

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CASE NUMBER: 12012447-CI-011**

**TERRY GENE BOLLEA, professionally
known as HULK HOGAN,**

Plaintiff,

vs.

**HEATHER CLEM; GAWKER MEDIA,
LLC, a/k/a GAWKER MEDIA; et al.,**

Defendants.

**OBJECTIONS TO SUBPOENA DUCES TECUM
WITH DEPOSITION**

1. Objection; overbroad, vague and not reasonably calculated to lead to discovery of admissible evidence. This request is not limited in scope or time. Additionally, it calls for information protected by the attorney/client, work/product, and settlement negotiation privileges.
2. Objection; overbroad, vague and not reasonably calculated to lead to discovery of admissible evidence. This request is not limited in scope or time. Additionally, it calls for information protected by the attorney/client, work/product, and settlement negotiation privileges.
3. Objection; overbroad, vague and not reasonably calculated to lead to discovery of admissible evidence. This request is not limited in scope or time. Additionally, it calls for information protected by the attorney/client, work/product, and settlement negotiation privileges.
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21. Objection; overbroad, vague and not reasonably calculated to lead to discovery of admissible evidence. This request is not limited in scope or time. Additionally, it calls for information protected by the attorney/client, work/product, and settlement negotiation privileges.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by electronic mail to: Gregg D. Thomas, Esquire, gthomas@tlolawfirm.com, THOMAS & LOCICERO, 601 South Boulevard, Tampa, FL 33606 and Charles J. Harder, Esquire, charder@hmafirm.com, Harder, Mirell, and Abrams, LLP, 1801 Avenue of the Stars, Suite 1120, Los Angeles, CA, 90067 on this 18th day of September, 2013.

ADAMS & DIACO, P.A.

JOSEPH F. DIACO, JR., ESQUIRE

Bank of America Plaza

101 E. Kennedy Blvd., Suite 2175

Tampa, FL 33602

(813) 221-8669

FBN 0065201

Attorney for Bubba Clem

Designated service e-mail: jdiaco@adamsdiaco.com