

**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.

_____ /

**AMENDED OBJECTIONS AND RESPONSES
TO DEFENDANT GAWKER MEDIA, LLC's
SUBPOENA DUCES TECUM WITHOUT DEPOSITION**

1. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no documents, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, are possessed by Bubba the Love Sponge Clem, aka Todd Alan Clem ("Mr. Clem").
2. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, spousal communications/marital privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations

under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no documents, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, are possessed by Mr. Clem.

3. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, the spousal communications/marital privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Finally, the request seeks to violate Mr. Clem's right to privacy, as guaranteed by article I, section 23 of the Florida Constitution. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no documents, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, are possessed by Mr. Clem.
4. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, the spousal communications/marital privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Finally, the request seeks to violate Mr. Clem's right to privacy, as guaranteed by article I, section 23 of the Florida Constitution. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no such documents are possessed by Mr. Clem.

5. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, seeks documents readily available to the public at large, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no documents, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, are possessed by Mr. Clem.
6. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, spousal communications/marital privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no such documents are possessed by Mr. Clem.
7. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no such documents are possessed by Mr. Clem.

8. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, spousal communications/marital privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no such documents are possessed by Mr. Clem.
9. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, spousal communications/marital privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no documents, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, are possessed by Mr. Clem.
10. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, spousal communications/marital privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no documents, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, are possessed by Mr. Clem.

11. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, spousal communications/marital privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no documents, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, are possessed by Mr. Clem.
12. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, spousal communications/marital privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no documents, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, are possessed by Mr. Clem.
13. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, spousal communications/marital privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or

claims to privilege and confidentiality, no documents, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, are possessed by Mr. Clem.

14. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, spousal communications/marital privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no documents, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, are possessed by Mr. Clem.
15. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, the spousal communications/marital privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Finally, the request seeks to violate Mr. Clem's right to privacy, as guaranteed by article I, section 23 of the Florida Constitution. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no such item is possessed by Mr. Clem.
16. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing

objections, protections, or claims to privilege and confidentiality, no documents, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, are possessed by Mr. Clem.

17. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, no documents, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, are possessed by Mr. Clem.
18. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, the only such document, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, possessed by Mr. Clem is a copy his October 29, 2012 public statement, a copy of which will be made available for copying and inspection.
19. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Without waiving any of the foregoing objections, protections, or claims to privilege and confidentiality, the only such

document, beyond those claimed as privileged and listed on Mr. Clem's Privilege Log, possessed by Mr. Clem is a copy his October 29, 2012 public statement, a copy of which will be made available for copying and inspection.

20. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, the spousal communications/marital privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Finally, the request seeks to violate Mr. Clem's right to privacy, as guaranteed by article I, section 23 of the Florida Constitution.
21. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Finally, the request seeks to violate Mr. Clem's right to privacy, as guaranteed by article I, section 23 of the Florida Constitution.
22. Objection; overbroad, vague, ambiguous, cumulative, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, said request calls for information and documents protected by the work-product doctrine, the attorney-client privilege, and seeks to impermissibly violate the protection and confidentiality afforded settlement negotiations under Florida Law. Finally, the request

seeks to violate Mr. Clem's right to privacy, as guaranteed by article I, section 23 of the Florida Constitution.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of October, 2013, 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
P.O. Box 2602 (33601)
Tampa, FL 33606
Telephone: (813) 984-3060

David Houston, Esquire
dhouston@houstonatlaw.com
LAW OFFICE OF DAVID HOUSTON
432 Court Street
Reno, NV 89501
Telephone: (775) 786-4188

Kenneth G. Turkel, Esquire
kturkel@BajoCuva.com
Christina K. Ramirez, Esquire
cramirez@BajoCuva.com
BAJO CUVA COHEN & TURKEL, P.A.
100 N. Tampa Street, Suite 1900
Tampa, FL 33602
Telephone: (813) 443-2199

Barry A. Cohen, Esquire
bcohen@tampalawfirm.com
Michael W. Gaines, Esquire
mgaines@tampalawfirm.com
BARRY A. COHEN LAW GROUP
201 East Kennedy Blvd., Suite 1000
Tampa, FL 33602
Telephone: (813) 225-1655

Charles J. Harder, Esquire
charder@HMAfirm.com
HARDER MIRELL & ABRAMS, LLP
1801 Avenue of the Stars, Suite 1120
Los Angeles, CA 90067
Telephone: (424) 203-1600

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

BUBBA CLEM

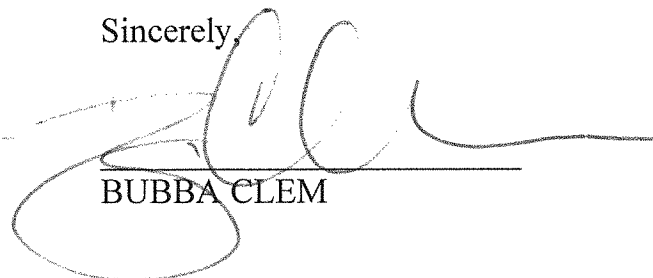
October 29, 2012

Re: Public Apology to Hulk Hogan (Terry Bollea) and Retraction of Statements

After further investigation, I am now convinced that Hulk Hogan was unaware of the presence of the recording device in my bedroom. I am convinced he had no knowledge that he was being taped. Additionally, I am certain that Hulk had no role in the release of the video. It is my belief that Hulk is not involved, and has not ever been involved, in trying to release the video, or exploit it, or otherwise gain from the video's release in any way. Regrettably, when Hulk filed the lawsuit against me, I instinctively went on the offensive. The things that I said about him and his children were not true. I was wrong and I am deeply sorry for my reaction, and for the additional pain that it caused Hulk and his children on top of the pain that they already were feeling from having learned that Hulk was taped without his knowledge, and the public release of the video.

I am committed to helping Hulk and his attorneys find whoever is responsible for the release of the tape and holding them accountable to the fullest extent of the law.

Sincerely,



BUBBA CLEM