

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

TERRY GENE BOLLEA professionally
known as HULK HOGAN,

Plaintiff,

vs.

Case No. 12012447CI-011

HEATHER CLEM; GAWKER MEDIA, LLC
aka GAWKER MEDIA; GAWKER MEDIA
GROUP, INC. aka GAWKER MEDIA;
GAWKER ENTERTAINMENT, LLC;
GAWKER TECHNOLOGY, LLC; GAWKER
SALES, LLC; NICK DENTON; A.J.
DAULERIO; KATE BENNERT, and
BLOGWIRE HUNGARY SZELLEMI
ALKOTAST HASZNOSITO KFT aka
GAWKER MEDIA,

Defendants.

**PLAINTIFF'S FOURTH REQUEST FOR PRODUCTION OF DOCUMENTS
TO DEFENDANT GAWKER MEDIA, LLC**

Pursuant to Florida Rules of Civil Procedure 1.350, Plaintiff Terry Gene Bollea, professionally known as Hulk Hogan ("PLAINTIFF") hereby requests that Defendant Gawker Media, LLC produce for inspection and copying each of the documents or categories of documents described hereafter numbered 113 through 126 at the law offices of Bajo Cuva Cohen & Turkel, P.A., 100 North Tampa Street, Suite 1900, Tampa, Florida 33602, within thirty days from the certificate of service.

Definitions and Instructions

As used in this Request for Production of Documents:

{BC00049770:1}

1. “YOU” or “YOUR” or “GAWKER” means Defendant Gawker Media, LLC and its parent company, subsidiaries, affiliated companies, including but not limited to Gawker Media Group, Inc. and/or Kinja KFT f/k/a Blogwire Hungary Szellemi Alkotast Hasznosito KFT (“KINJA”), and all of their members, shareholders, managers, executives, officers, board members, employees, agents, representatives, attorneys, and all other PERSONS acting on any of their respective behalves.

2. “COMMUNICATION(S)” means any correspondence, contact, discussion, or exchange between any two or more PERSONS. Without limiting the foregoing, “COMMUNICATION(S)” includes all DOCUMENTS, telephone conversations or face to face conversations, meetings and conferences.

3. “DOCUMENT(S)” means all writings and recordings, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise (including but without limitation to, email and attachments, “instant” messages or “IM” messages, “wall” postings on Facebook, Myspace postings, Twitter postings or “tweets,” correspondence, memoranda, notes, diaries, minutes, statistics, letters, telegrams, contracts, reports, studies, checks, statements, tags, labels, invoices, brochures, periodicals, telegrams, receipts, returns, summaries, pamphlets, books, interoffice and intraoffice COMMUNICATIONS, offers, notations of any sort of conversations, working papers, applications, permits, file wrappers, indices, telephone calls, meetings or printouts, teletypes, telefax, invoices, worksheets, and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or aural representations of any kind (including without limitation, photographs, charts, microfiche, microfilm, videotape, recordings, motion pictures, plans, drawings, surveys), and electronic, mechanical, magnetic, optical or electric records or

representations of any kind (including without limitation, computer files and programs, tapes, cassettes, discs, recordings), including metadata.

4. “ENTITY” means any firm, partnership, association, proprietorship, joint venture, corporation, governmental agency, or other organization or legal or business entity, as well as any agents, attorneys and consultants therefor, and all other PERSONS acting or purporting to act on its behalf.

5. “GAWKER WEBSITES” means all websites owned or controlled by GAWKER, including GAWKER.COM, DEADSPIN.COM, GIZMODO.COM, IO9.COM, JALOPNIK.COM, JEZEBEL.COM, KOTAKU.COM, LIFEHACKER.COM, and any of their respective sub-sites.

- a. “GAWKER.COM” means the website located at www.gawker.com.
- b. “DEADSPIN.COM” means the website located at www.deadspin.com.
- c. “GIZMODO.COM” means the website located at www.gizmodo.com.
- d. “IO9.COM” means the website located at www.io9.com.
- e. “JALOPNIK.COM” means the website located at www.jalopnik.com.
- f. “JEZEBEL.COM” means the website located at www.jezebel.com.
- g. “KOTAKU.COM” means the website located at www.kotaku.com.
- h. “LIFEHACKER.COM” means the website located at

www.lifehacker.com.

6. “KINJA” means Defendant Kinja KFT f/k/a Blogwire Hungary Szellemi Alkotast Hasznosito KFT and its parent company, subsidiaries, affiliated companies, including but not limited to Defendant Gawker Media, LLC (“GAWKER”) and/or Gawker Media Group, Inc., and all of their members, shareholders, managers, executives, officers, board members,

employees, agents, representatives, attorneys, and all other PERSONS acting on any of their respective behalves.

7. “POSTED SEX VIDEO” means the one minute forty-one second long video that was initially made available at <http://gawker.com/5948770/even-for-a-minute-watching-hulk-hogan-have-sex-in-a-canopy-bed-is-not-safe-for-work-but-watch-it-anyway>.

8. “REFER(S) TO” or “RELATE(S) TO” means concerning, respecting, referring to, summarizing, digesting, embodying, reflecting, establishing, tending to establish, tending not to establish, evidencing, not evidencing, comprising, connected with, commenting on, responding to, disagreeing with, showing, describing, analyzing, representing, constituting or including.

9. “SEX VIDEO” refers to any and all versions of the video of PLAINTIFF engaged in sexual activity with HEATHER CLEM, all excerpts therefrom, and all edited iterations thereof, including the POSTED SEX VIDEO.

10. Throughout this request, the singular shall include the plural and the plural shall include the singular.

11. The following terms should be read as if they were synonymous, and each should be taken to include the meaning of all of the others: related to, related in any manner to, concerning, referring to, alluding to, responding to, connected with, with respect to, commenting on, about, regarding, announcing, explaining, discussing, showing, describing, studying, reflecting, analyzing or constituting.

12. If you contend that it would be unreasonably burdensome to produce all the documents called for in response to any request, you should: produce all documents that are

available without unreasonable burden; and describe with particularity the reasons why production of the remaining documents would be unreasonably burdensome.

13. In the event that any responsive document cannot be produced in its entirety, you are requested to produce the document to the fullest extent possible, specifying the reasons for your inability to produce the remainder and describing to the fullest extent possible the contents of the unproduced portion.

14. With respect to your responses to the following requests for production, if any document or any portion of any document is withheld because of a claim of privilege, please state the basis for your claim of privilege with respect to such document or portion of any document and the specific ground(s) on which the claim of privilege rests, and including, with respect to documents: the date appearing on the document, or if no date appears, the date on which the document was prepared; the name of the person(s) to whom the document was addressed; the name of each person, other than addressee(s), to whom the document, or a copy thereof, was sent or with whom the document was discussed; the name of the person(s) who signed the document, or if not signed, the name of the person(s) who prepared it; the name of each person making any contribution to the authorship of the document; the general nature or description of the document; and the number of pages it contains.

15. In the event that any documents or things that would have been responsive to this request have been destroyed, discarded or lost, please identify each such document or thing, including: the nature of the document or thing; the author(s) and addressee(s) of any document; any indicated or blind copies of any document; the document's subject matter, number of pages and attachments or appendices; all persons to whom the document was distributed or persons who have seen the thing; the date of destruction, discard or loss; and, if destroyed or discarded,

the reasons therefor and the identity of the person(s) authorizing or carrying out any such destruction or discard.

16. A separate answer shall be furnished for each request.

REQUESTS FOR PRODUCTION OF DOCUMENTS

113. All DOCUMENTS that constitute or RELATE TO YOUR “Media Kit” for each GAWKER WEBSITE, including but not limited to YOUR advertising rates, sizes, formats, targeting options, audience profiles, case studies and web traffic information, and which were created or were in effect at any time during the period January 1, 2011, through the present.

114. All DOCUMENTS that constitute or RELATE TO YOUR advertising rates for each GAWKER WEBSITE, including but not limited to all rates based on cost per impression (“CPM”), cost per click (“CPC”) and cost per engagement (“CPE”), and which were created or were in effect at any time during the period January 1, 2011, through the present.

115. DOCUMENTS sufficient to show website traffic, clicks, hits, visitors, page views, impressions and/or engagements at each of the GAWKER WEBSITES from January 1, 2011 to the present, including the websites GAWKER.COM, DEADSPIN.COM, GIZMODO.COM, IO9.COM, JALOPNIK.COM, JEZEBEL.COM, KOTAKU.COM and LIFEHACKER.COM and any of their respective sub-sites.

116. All DOCUMENTS and COMMUNICATIONS that RELATE TO any proposed equity, debt or other security offering by YOU during the period January 1, 2011, through the present.

117. All DOCUMENTS that constitute or RELATE TO the cost per user, cost per acquisition and/or cost per action charged or incurred by GAWKER for each of the GAWKER WEBSITES, including the home page or any page, article or audiovisual material therein, from January 1, 2011, to the present, including the websites GAWKER.COM, DEADSPIN.COM, GIZMODO.COM, IO9.COM, JALOPNIK.COM, JEZEBEL.COM, KOTAKU.COM and LIFEHACKER.COM and any of their respective sub-sites.

118. All DOCUMENTS that constitute or RELATE TO the average revenue per user (“ARPU”) charged or incurred by GAWKER for each of the GAWKER WEBSITES, including the home page or any page, article or audiovisual material therein, from January 1, 2011, to the present, including the websites GAWKER.COM, DEADSPIN.COM, GIZMODO.COM, IO9.COM, JALOPNIK.COM, JEZEBEL.COM, KOTAKU.COM and LIFEHACKER.COM and any of their respective sub-sites.

119. All DOCUMENTS and COMMUNICATIONS that RELATE TO all revenue generated by each of the GAWKER WEBSITES from January 1, 2011, to the present, including the websites GAWKER.COM, DEADSPIN.COM, GIZMODO.COM, IO9.COM, JALOPNIK.COM, JEZEBEL.COM, KOTAKU.COM and LIFEHACKER.COM and any of their respective sub-sites.

120. All financial statements, including but not limited to balance sheets, income statements (which shall include identification of all revenue sources and expenses), statements of retained earnings and cash flows, and statements of changes in financial position, for Gawker Media, LLC, including each of the GAWKER WEBSITES, covering all periods from January 1, 2011 through the present.

121. All financial statements, including but not limited to balance sheets, income statements (which shall include identification of all revenue sources and expenses), statements of retained earnings and cash flows, and statements of changes in financial position, for Kinja KFT f/k/a Blogwire Hungary Szellemi Alkotast Hasznosito KFT, covering all periods from January 1, 2011, through the present.

122. All DOCUMENTS that constitute or RELATE TO the number of visitors to each of the GAWKER WEBSITES from January 1, 2011, to the present, including the websites

GAWKER.COM, DEADSPIN.COM, GIZMODO.COM, IO9.COM, JALOPNIK.COM, JEZEBEL.COM, KOTAKU.COM and LIFEHACKER.COM and any of their respective sub-sites, who used YOUR discussion/publishing platform, “Kinja,” including the resulting conversion rate (which, for this purpose, shall be defined as the proportion of visitors to the GAWKER WEBSITES who “join[ed] the discussion on Kinja” through third party websites, including Facebook, Twitter and/or Google).

123. All DOCUMENTS that constitute or RELATE TO the use, retention, collection, sale and/or transmission of data collected by YOUR discussion/publishing platform, “Kinja,” including the use, retention, collection, sale and/or transmission of the data collected as a result of visitors to the GAWKER WEBSITES “join[ing] the discussion on Kinja” through third party websites, including Facebook, Twitter and/or Google, for the period January 1, 2011, to the present.

124. All DOCUMENTS that constitute or RELATE TO COMMUNICATIONS between any GAWKER officers, managers, or employees and any officers, managers, or employees of digital news media sites, including without limitation TMZ, Vice, Huffington Post, Politico, BuzzFeed, Bleacher Report, Mashable, Business Insider, etc., sent or received at any time during the period of January 1, 2011, through the present, that RELATE TO the SEX VIDEO and/or POSTED SEX VIDEO.

125. All DOCUMENTS that RELATE TO any claim or assertion that dissemination of the SEX VIDEO and/or POSTED SEX VIDEO demonstrates hypocrisy on the part of PLAINTIFF.

126. All DOCUMENTS that constitute, REFER TO or RELATE TO any and all of YOUR policies, notices and agreements, for the period January 1, 2011, through the present, RELATING TO the protection of YOUR privacy or confidentiality, including without limitation,

non-disclosure agreements and confidentiality agreements with actual or prospective employees, vendors, business partners, or any other PERSON or ENTITY.

DATED: May 23, 2014

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by E-Mail via the Florida E-Portal system this 23 day of May, 2014 to the following:

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