

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 SIXTH 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 at the law offices of Bajo Cuva Cohen & Turkel, P.A., 100 North Tampa Street, Suite 1900, Tampa, Florida 33602. Pursuant to the provisions of Florida Rule of Civil Procedure 1.350, you are required to produce the documents requested below, numbered 150 through 176 within thirty days from the certificate of service.

Definitions and Instructions

As used in this Request for Production of Documents:

1. “YOU” or “YOUR” or “GAWKER” means Defendant Gawker Media, LLC and its members, shareholders, managers, executives, officers, board members, employees, agents, representatives, attorneys, and all other PERSONS acting on any of their respective behalves.

2. “BLATT” means Kevin Blatt, as well as any employees, agents, representatives, attorneys and all other PERSONS acting on his behalf.

3. “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.

4. “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,” blog postings, 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.

5. “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.

6. “KINJA KFT” means Defendant Kinja KFT formerly known as Blogwire Hungary Szellemi Alkotast Hasznosito KFT and all of its members, shareholders, managers, executives, officers, board members, employees, agents, representatives, attorneys, and all other PERSONS acting on any of their respective behalves.

7. “LAWSUIT” means the above titled action.

8. “PERSON” means any individual, 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.

9. “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.

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

150. All DOCUMENTS REFERRING TO, RELATING TO, or reflecting COMMUNICATIONS between YOU and any reporter, journalist, producer, photographer, television or radio booker, or any other PERSON employed by or working on behalf of any media REFERRING or RELATING TO the LAWSUIT or the subject matter of the LAWSUIT.

151. All DOCUMENTS REFERRING TO, RELATING TO, or reflecting COMMUNICATIONS between DENTON and any reporter, journalist, producer, photographer, television or radio booker, or any other PERSON employed by or working on behalf of any media referring or relating to the LAWSUIT or the subject matter of the LAWSUIT.

152. All press releases, media alerts, and statements to the media REFERRING or RELATING TO the LAWSUIT or the subject matter of the LAWSUIT sent or distributed by YOU, as well as DOCUMENTS sufficient to show all PERSONS or ENTITIES who received the press release, media alert, or statement to the media.

153. All press releases, media alerts, and statements to the media REFERRING or RELATING TO the LAWSUIT or the subject matter of the LAWSUIT sent or distributed by DENTON, as well as DOCUMENTS sufficient to show all PERSONS or ENTITIES who received the press release, media alert, or statement to the media.

154. All DOCUMENTS, including but not limited to video recordings, audio recordings, interviews, and/or notes, REFERRING or RELATING TO BLATT.

155. All DOCUMENTS, for the time period January 1, 2003 to present, which constitute contracts or agreements signed, negotiated or brokered by BLATT, and which REFER or RELATE TO any sex video.

156. All DOCUMENTS, for the time period January 1, 2003 to present, constituting, REFERRING, or RELATING TO any agreement RELATING TO the settlement of a lawsuit arising out of or associated with the publication, sale, distribution, exhibition or any other exercise of the rights in a sex video or nude photograph of a celebrity, which BLATT was involved in, either directly or indirectly.

157. All DOCUMENTS which constitute contracts or agreements involving the rights to any celebrity sex video upon which GAWKER or BLATT bases the theoretical value of a sex video featuring PLAINTIFF.

158. All DOCUMENTS, for the time period January 1, 2003 to present, which constitute, REFER or RELATE TO consent or waiver forms signed by a participant in a sex video, the distribution and/or sale of which was brokered by BLATT.

159. DOCUMENTS sufficient to show the amount of money paid to Rick Salomon in connection with the publication, sale, distribution, exhibition or any other exercise of the rights in the sex video of Rick Salomon and Paris Hilton.

160. All COMMUNICATIONS, for the time period January 1, 2013 to present, between GAWKER, its counsel, and/or BLATT, which REFER or RELATE TO any conversations between BLATT and PLAINTIFF'S counsel, including without limitation Charles Harder, regarding this LAWSUIT or any fact or issue related to this LAWSUIT.

161. A copy of every article published by GAWKER, for the time period January 1, 2011 to present, which includes nude pictures of, or sex videos involving, any celebrity.

162. All DOCUMENTS, for the time period January 1, 2011 to present, constituting, REFERRING, or RELATING TO settlement agreements to which GAWKER is a party and

which RELATE to any lawsuit or claim REFERRING or RELATING TO any video or photograph depicting sexual activity or nudity of a celebrity.

163. All DOCUMENTS that REFER or RELATE TO any monetary payment by GAWKER in exchange for any nude photographs of, or sex videos involving, any celebrity, for the time period January 1, 2011 to present.

164. All DOCUMENTS that constitute, REFER or RELATE TO any consideration, fiscal or otherwise, provided to GAWKER in return for not publishing a sex video or nude image of a celebrity.

165. All DOCUMENTS, including without limitation any videos, photographs, files or other DOCUMENTS or intangible items, which REFER or RELATE TO, or are the product of, any private investigation conducted by YOU, or done at YOUR direction, concerning PLAINTIFF, Heather Clem, Bubba Clem or any other witness or party in this lawsuit.

166. All DOCUMENTS constituting GAWKER's written responses to discovery (including without limitation responses to all Interrogatories, Requests for Admission, Requests for the Production of Documents and third party subpoenas) in the matter, *Nautilus Insurance Company v. Gawker Media, LLC et al.* (S.D.N.Y. Case No. 14-Civ-5680).

167. All DOCUMENTS produced by GAWKER in the matter, *Nautilus Insurance Company v. Gawker Media, LLC et al.* (S.D.N.Y. Case No. 14-Civ-5680).

168. For the time period January 1, 2011 to present, all statements, made in any form, by any GAWKER employee, officer or agent, regarding the value of monthly unique users.

169. All DOCUMENTS constituting, REFERRING or RELATING TO any private placement offerings of GAWKER, for the time period January 1, 2011 to present.

170. All DOCUMENTS constituting, REFERRING or RELATING TO any private placement offerings of KINJA KFT, for the time period January 1, 2011 to present.

171. DOCUMENTS sufficient to show any offers to purchase GAWKER, in whole or in part, for the time period January 1, 2011 to present.

172. All DOCUMENTS constituting, REFERRING or RELATING TO GAWKER'S year-end revenue and trends reports for the years 2011 to present.

173. For each request for production of documents previously propounded to YOU by PLAINTIFF, produce any responsive DOCUMENTS within YOUR possession, custody, and control that have not previously been produced.

174. To the extent not produced previously in this litigation, all DOCUMENTS reflecting, REFERRING, or RELATING TO statements concerning this action or its subject matter made by YOU, any party to this action, or any witness identified in any of the parties' initial witness lists filed on March 2, 2015.

175. To the extent not produced previously, all DOCUMENTS that reflect, REFER, RELATE, pertain, support or refute YOUR defense of this LAWSUIT.

176. To the extent not produced previously in this litigation, all DOCUMENTS YOU intend to introduce at the trial of the LAWSUIT.

DATED: March 11, 2015

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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 e-portal and by facsimile this 11th day of March, 2015 to the following:

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