EXHIBIT D

to Bollea's Renewed Motion for Sanctions and for Order to Show Cause Against Daulerio

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

TERRY GENE BOLLEA, professionally known as HULK HOGAN,
Plaintiff, Case No. 12-012447-CI-011

vs.

GAWKER MEDIA, LLC, aka GAWKER MEDIA, NICK DENTON; A.J. DAULERIO,
Defendants.
_____/

HEARING PROCEEDINGS BEFORE
THE HONORABLE PAMELA A.M. CAMPBELL

DATE: June 10, 2016

TIME: 9:06 a.m. to 10:55 a.m.

PLACE: Pinellas County Courthouse
545 1st Avenue North
Courtroom B
St. Petersburg, Florida

REPORTED BY: Aaron T. Perkins, RPR
Notary Public, State of Florida at Large

Pages 1 to 62

APPEARANCES:

KENNETH G. TURKEL, ESQUIRE
SHANE B. VOGT, ESQUIRE
Bajo Cuva Cohen & Turkel, P.A.
100 North Tampa Street
Suite 1900
Tampa, Florida 33602
- and -
KRISTIN A. NORSE, ESQUIRE
Kynes, Markman & Felman
100 South Ashley Drive
Suite 1300
Tampa, Florida 33602

Attorneys for Plaintiff

APPEARANCES CONTINUED:

APPEARANCES CONTINUED AS FOLLOWS:

MICHAEL BERRY, ESQUIRE
Levine Sullivan Koch & Schulz, LLP
1760 Market Street
Suite 1001
Philadelphia, Pennsylvania 19103

- and -

PAUL J. SAFIER, ESQUIRE
Levine Sullivan Koch & Schulz, LLP
1899 L Street, N.W.
Suite 200
Washington, D.C. 20036

- and -

RACHEL E. FUGATE, ESQUIRE
Thomas & LoCicero, P.L.
601 South Boulevard
Tampa, Florida 33606

- and -

CECI CULPEPPER BERMAN, ESQUIRE
Brannock & Humphries, PA
1111 West Cass Street
Suite 200
Tampa, Florida 33606

Attorneys for Defendant Gawker Media, LLC, et al.

INDEX

PROCEEDINGS

(Court called to order at 9:06 a.m.)

THE COURT: All right. So we are here on Case No. 12-012447, Bollea vs. Gawker. We are here today for a number of motions.

Before we get into that, are there any preliminary issues, Mr. Turkel?

MR. TURKEL: No, Judge.

THE COURT: Mr. Berry?

MR. BERRY: Your Honor, I want to clarify for the record. We had a discussion in the hallway between counsel, and everybody has agreed that there will be, no matter what happens here with the stay motions and the request for relief that we're going to be discussing, there won't be any execution proceedings that will be commenced until the end of the hearing at the earliest.

MR. TURKEL: I think what he's saying is while we're sitting here arguing, we're not going to be executing or docketing anything, which is consistent with when we said we would do it, until June 10th.

THE COURT: Right.

MR. BERRY: Until the hearing is adjourned, so nobody is racing to the courthouse, outside of

the courthouse.
THE COURT: Okay. Great. Well, what a wonderful agreement.
Okay. So then we're here for Gawker defendants' request to stay pending appeal and to address the amount of the supersedeas bond. And there is plaintiff's motion to determine confidentiality of the court records that pertains to the pricing study, plaintiff's motion to determine the confidentiality of court records with the financial worth discovery, and the Court is going to give the ruling on the Mayer Brown, M-a-y-e-r, Brown report.
Why don't we start first with defendants' motion to stay for execution of judgment. Mr. Berry?
MR. BERRY: Thank you, Your Honor.
Your Honor, as plaintiff argued at the last hearing and as the Court noted previously and, again, noted in the order on the permanent injunction that was entered earlier this week, this is a case that is unlike any other. I think at the last hearing, plaintiff's counsel said there was no case like this case. The judgment that Your Honor entered earlier in the week is of

unprecedented size. It's based on a verdict of unprecedented scale.
During the course of the litigation over the past three years, Your Honor has repeatedly noted that this case raises significant issues that will ultimately have to be decided by the appeals court. There is constitutional issues about the right to privacy, about the First Amendment. There is issues about the elements of the torts, about what's compensable damages for each of those torts. There is evidentiary issues that we sat in the courthouse and debated both before the trial and during the trial. At each stage we have all understood that those are important issues. They're significant issues that the appeals court needs to decide.
Today, Your Honor, I'm coming before you to ask for a meaningful opportunity to bring those issues to the appeals court. I understand my clients understand that the plaintiff wants security for the judgment. That's now been entered. What we are asking today, Your Honor, and what we respectfully would request from you is to balance those two interests: the plaintiff's interest on the one hand in securing his judgment,

our interest in preserving our right to appeal. And, Your Honor, ensuring that appeal is meaningful.
My clients face financial ruin simply because of this unprecedented verdict. Ultimately, that verdict could be overturned or it could be reduced. As it stands now, if they face that verdict today, if they face that judgment today, they will face financial ruin. All we're asking, Your Honor, is to exercise the authority that's in your hand to give us a fair shot at the appeal that we have all been talking about for the past three years.
I'm not coming to you today asking for a blank check to go to the appellate court. We're not seeking some sort of free ride. We're not seeking an unsecured stay. What we're asking for and what we put in our papers that we filed yesterday was a stay of execution pending appeal with serious conditions. Mr. Denton, as we said in the paper and now I can say the same for Mr. Daulerio, are literally willing to put their money where their mouth is. Both of them will pledge their shares of Gawker Media Group, Inc., as security for the judgment that has been entered

with the Court pending the disposition of the appeals. This is their principal asset, and this is what the plaintiff would get, ultimately, if we were to execute.
In our papers and in the bench memo that plaintiff filed, we've all agreed that the Court has the authority to stay execution. This is a judgment that Your Honor entered that includes both monetary damages and the injunctive relief. Thus, Rule 9.310(a) governs. Again, plaintiff has conceded as much in the bench memo that was filed on Wednesday. Under Rule 9.310(a) a stay pending review can be conditioned on the posting of a good and sufficient bond or other conditions or both.
As the case law that we have cited makes clear, and that actually is cited in the plaintiff's papers as well, you are vested with discretion about the nature and the extent of the security. Effectively, that presents you with two questions. First, should a stay be entered, and, second, under what conditions?
Here we've outlined in our papers -- I'm not going to go into great depth about it -- there is constitutional issues concerning the right to appeal. There is federal First Amendment and due

process issues. There is Florida issues concerning the constitutional right to appeal.

Here, the stay should be issued so that our appeal is not effectively moot. As I said, without a stay, each defendant will immediately face financial ruin. The ultimate result of the appeal will be meaningless. But let me just get down to brass tacks and talk about the conditions for the stay.

As I understand it from the bench memo that plaintiff filed and what was in the previous filings before the last hearing -- and I don't know if this has changed. We can discuss it later if it has.

But the plaintiff has effectively asked the Court to apply the formula for automatic stays and money-only judgments under 9.310(b) or section 45.045, even though he concedes that neither of those things actually apply here, because we're in the 9.310(a) land.

Defendants simply cannot post $150,000,000 bond at this point or post a bond of $50,000,000 per defendant. If the stay is conditioned on either of those terms, no defendant could get a stay. Effectively, a high bond like that would be

the same as denying a stay.

If the plaintiff then attempted to execute under those conditions, as I say, each of defendant would face financial ruin, and, effectively, the plaintiff, you would assume has interest in collecting on the judgment, but it would ensure there would be nothing for him to collect on.

Here we believe that the security should be reasonable under the circumstances, which is what the law says. And those circumstances include the constitutional considerations and discussion on papers and the weighty and significant issues that we've all discussed that will ultimately be presented to the appeals court.

With our papers, we submitted detailed affidavits about our current financial positions, and those circumstances ought to be considered. And that's where I would like to turn you to now. Now, I will kind of go with them from, perhaps, the simplest to the weightiest issues here.

First, Mr. Daulerio. His is the simplest case. There is no dispute, I believe, from either side that he has a negative net worth. He has no home, he has no car, he has no material assets.

As documented in his affidavit, he has checking and savings accounts, but those have less money in them than the student loans that he has debt on. He has no current full-time employment, no means of regular income. He does have an ownership interest in RG3, which is a startup media company that was discussed at trial. That company is not operational. It's not earned any revenue, and it's worthless.

He does, though, have his 5,900 shares of Gawker Media Group, Inc., what we've called GMGI throughout the proceedings. And although not in those papers, I can represent to the Court that he is willing to pledge all of those shares to the Court as security pending the disposition of appeal. Again, this is his most meaningful asset.

The second defendant that I will talk about is Gawker Media. For Gawker Media, we submitted two affidavits, one from Ms. Dietrick, which attached a balance sheet, another from David Carr who is a bond broker in Tampa.

What those affidavits show and what the balance sheet shows is that Gawker has no ability to post a meaningful bond at this time. Ms. Dietrick's affidavit explains the current

financial position of the company. It could already be in a dire financial position, even setting aside the judgment issue. As Ms. Dietrick explains, there is cash flow issues within the company even without a judgment. This has been caused by expenses incurred in this and other litigation.

Following the verdict that was entered here, as Ms. Dietrick explained, the company has hired professionals to evaluate its options in anticipation of the judgment that you entered this week. And the conclusion is it simply does not have free cash flow to post a meaningful bond. It certainly doesn't have anything material relative to the amount of the judgment or the $50,000,000 bond that would be required under the statute. It has no real estate, it has no significant tangible assets.

As the balance sheet from May 31st, which is the last point that we have, pro forma financials, the company's liabilities exceed its assets. At that time it had two essential assets, $5.3 million in cash on hand, and then $11.9 million in accounts receivable.

But it also had significant liabilities. The

three that are most meaningful for these purposes are a term loan from a company called Columbus Nova, that's $15,000,000; a term loan from the Silicon Valley Bank that's over $6,000,000; and then a letter of credit from Silicon Valley Bank that's over $5,000,000. Those loans and letters of credit are secured by the company's cash and receivables. In addition, there is a company on one of the loans concerning the ratio of assets to liabilities. And, again, this is explained in the papers. Given that situation, they cannot pay the material amount relative to the judgment as security.

Once the verdict was rendered, Gawker asked David Carr of Willis Towers Watson, which, again, as explained in his affidavit, is one of the world's largest bond brokers. They asked Mr. Carr to explore where a company in Gawker's position could secure an appeal bond. The short answer is no.

As explained in Mr. Carr's affidavit, he looked at the audited financials for GMGI. He looked at the balance sheet for the company as of the end of the first quarter of 2016, which is right after the verdict was rendered, and

estimated the company's book value, what its equity was. He then went out to five different bond companies and asked them, Would a company in this financial situation with this book value, could they get a supersedeas bond for $50,000,000. The answer was he could, but the companies would need full collateral. They need either a letter of credit or cash.

As Ms. Dietrick explains in her affidavit, she checked with the company's bank and asked them if they could get a letter of credit, and the answer was yes, but only if you provide cash collateral, which, as I have already explained, they simply do not have. The bottom line is Gawker Media cannot secure a bond, and it cannot pledge cash in the amount that is material to the $140,000,000 judgment.

That brings me to the last defendant, Nick Denton. Mr. Denton, like the others, has provided a detailed financial affidavit. It explains what his current financial situation is with each of his accounts. He has a retirement account. He has other accounts that, in total, have a little over $50,000, and that includes money that he recently took out of his retirement account so

that he could pay his living expenses.

He also has a condominium that's already subject to a mortgage of 1.7 million, which, as he explained in his affidavit, he's now seeking to rent and is moving into a less expensive home. He's going to use that rent money so that he's able to support himself. That leaves his principal asset, which is his ownership interest in Gawker Media Group, Inc.

As explained in his affidavit and as we talked about before in these proceedings recent, he owns 45 million shares and options in the company. That's roughly 30 percent of the company, 29.2 percent, give or take. He is willing to pledge all of his shares to the court as security for any judgment following appeal. He's willing to do that on behalf of himself, Mr. Daulerio, and the company.

Now, Gawker Media Group, Inc., is a private company, so we don't know, you know, the values of the shares, but in the net worth phase of the case, plaintiff's experts said for purposes of punitive damages only, they estimated the value of GMGI. And based on Mr. Denton's ownership interest of the company, those shares, using

plaintiff's expert's methodology, would be over $81,000,000. We disputed that valuation at the time, but that's the value the plaintiff put on the shares.

This is essentially all of Mr. Denton's net worth. It's effectively all the plaintiff could recover from the defendants if they were to execute. We are willing to enter into an instrument to pledge those shares to the Court as security to ensure that we have a meaningful right to appeal.

As I said at the outset, if no stay is granted, the harm will be irreparable. It will mean certain financial ruin for all three defendants. It will affect -- it will impact not only them but the company's current creditors. We understand that plaintiff has an interest in seeking security for his judgment. We have taken time. We have employed other people to come up with a solution to balance that interest, that interest in security and judgment with the interest in a right to appeal that means something.

We've undertaken a serious analysis, and what we are offering is a serious condition. We have

pledged what, between the three defendants, is the most meaningful asset they have. And, again, it's effectively what the plaintiff could get if he were to execute. The shares of stock, the ownership interest in GMGI, this is a company that Mr. Denton has built over the past 12 years. This is all of his financial equity. This is all of his sweat equity. We're willing to pledge it all. All we ask is a simple opportunity to take our case to the appeals court and have it decided without my clients being thrown into financial ruin.

We respectfully request, Your Honor, to give us that fair and meaningful shot at an appeal.

THE COURT: So I have read through the paperwork, the pleadings. The defendants and the plaintiffs have very good and skillful lawyers.

The Court has had an opportunity to review some financials during the punitive damage phase, during the trial phase, and now. And I will say that just from my review -- and I don't have a team of folks in the back to do an analysis -- they seem to be significantly dwindling, the value, the shares.

The defense have fought all along the way any

discovery into value and assets. And at our last hearing on May 25th, the defense again were objecting to any kind of discovery.

So what I would like your comments on is if I were to grant a stay under certain conditions, what kind of discovery -- and you alluded to some of it in your papers -- but what kind of discovery would the defense agree to?

MR. BERRY: The short answer, I think, is that you've already entered orders requiring us to fill in those financial information sheets, which provides extensive data and documentation.

THE COURT: The fact information sheet attached to the financial judgment?

MR. BERRY: Correct. And that already requires us to provide substantial information. And a lot of that information, the plaintiff has been given throughout discovery.

We would be willing to undertake whatever discovery -- I mean, without -- it's hard to say in a vacuum. But, I mean, at this point we have to provide our financial data. They will have every jot and tittle from Gawker Media, from A.J. Daulerio, and Nick Denton within those financial information sheets.

Beyond that, I'm not sure what you're contemplating. But we would certainly be willing to discuss it. I can't deny that the assets are dwindling. And we have made that clear to the plaintiff repeatedly throughout the litigation. And we don't need to get into the reasons for it, but because of the litigation that's been filed here and elsewhere against the company, they have been forced to defend and not been able to get out from under that. That's the financial picture. I mean, it kind of is what it is at this point.

THE COURT: Okay. Well, I guess one of the things that I didn't see in anybody's paperwork were -- in reading through the rules and reading through the different cases, I don't see guidance to the Court as to the role of sympathy, you know, emotional issues.

The pleadings show here it is what it is, but we all have choices to make along the way. And while both sides have very skilled and talented lawyers, the parties themselves have made choices along the way. And so I guess it is what choices along the way -- should any of those choices come into play at this point in the Court's determination of what's fair?

I mean, really, we start out the very beginning aspect to play -- to edit and play the video or not, to Mr. Houston's letter that says, Just give it back to us and don't play it anymore and walk away, and now, reportedly, both sides have spent over $10,000,000 of legal fees and both sides being locked into the constitutional rights that they have, which certainly they do have them. And I am certainly cognizant of that. But I guess they have come at a price to defend for both sides.

So there have been lots of choices along the way, and more than just this litigation, of dwindling assets of the defendants, but -- okay.

MR. BERRY: I guess I would say a few things.

First, I guess in some respects we're not asking for sympathy but we're asking you for what the law does say, is just based on the conditions and the circumstances. And the circumstances now of where we are is exactly where we are.

And the framework -- and, again, I'm happy to talk about it, particularly with respect to the First Amendment and the independent appellate right of review. And we've in our papers provided precedent where these kind of weighty questions

are presented. Most recently in the Snyder vs. Phelps case, where the court there recognized that, notwithstanding the verdict that these folks could not pay, that there was important issues and provided lower bond requirements so they could make it to the next level of appeal, to the point that, you know, somebody -- the church, the leader of the church, bonded their property, which is exactly what we're asking here. So that's point one.

The second point is as far as the choices along the way, Your Honor, we obviously dispute some of the facts in the underlying motivations of the lawsuit and would rather not dwell on those at the moment. The simple fact of the matter is, as a defendant, we did not have a choice about whether to be drawn into court, nor what it would take to resolve the case. We had to defend ourselves.

As has been publicly reported some time ago, the plaintiff made a choice to dismiss a claim because he found out that it was tied to our insurance coverage. We had no choice but pay out of pocket for our defense. They knew that. That was their choice. We had no choice but to

continue to defend this litigation and other litigation spawned by Mr. Thiel at the helm of -- at the head of Mr. Harder throughout the country. I don't want to necessarily put the problems in this courtroom, but that was not our choice.

THE COURT: I said both sides made choices.

MR. BERRY: Right. That was not our choice. What we're asking for you to do today and what we respectfully are asking this Court is that given the circumstances that we face now, that all of us face now, to consider those things, and to enter -- to allow us a stay based on real security, the only real tangible assets that we have to offer so that we can get to the appeals court and have it decide each of these issues from Day 1, you know, starting back when this lawsuit was first filed. There has obviously been strong disagreements among the litigants and among the judiciary.

THE COURT: I guess here is part of my concern, though. Really, Mr. Denton had at one point here -- and this is on the bottom of page 8 and footnote 4 of your motion. Mr. Denton had 42.6 percent of GMGI and now he's got 29 percent of GMGI. So while he's willing to pledge those

shares, I think there would need to be some discovery that said what happened. He had a lot of it and now he has minimal.

MR. BERRY: The plaintiff already has that information, Your Honor.

THE COURT: Okay.

MR. BERRY: And they cited it to you in their discovery motion last time. The upshot of it is that the investment -- or the money, the loan that came from Columbus Nova required him to give over his shares. And, again, the reason that was done was because the company was facing litigation costs from this and other things, and they had no choice. And, I mean, I can't -- without getting into our settlement discussions and waiving privilege, I can't discuss that with you.

THE COURT: Right.

MR. BERRY: But that's what happened to those shares. This is what he has. He is saying as of today, I am going all in; I'm putting all my chips on the table. Short of that, I'm not sure what else he could do.

THE COURT: Okay. Mr. Vogt, do you want to respond?

MR. BERRY: Sorry. I would just say that --

I'll make a representation to the Court. During that time period, we were not getting -- prior to that investment, my law firm was not getting paid. The company -- this litigation and the litigation -- I cannot emphasize enough -- throughout the country has pushed them to the brink, and that's not a choice that Gawker made.

THE COURT: Thank you.

Mr. Vogt?

MR. VOGT: Thank you, Your Honor.

I guess I'll start with, The problem that we're really facing today is that despite the claim of impending financial ruin and the importance of the issues that we're addressing today, we got a 20-page motion with 11 exhibits and four affidavits yesterday at one o'clock.

THE COURT: I got mine at 2:30.

MR. VOGT: Very, very important issues. And that's how they were addressed. This verdict was rendered over two months ago. We had a hearing on the 25th where we discussed that this was coming up. And nothing was done until yesterday at one o'clock.

It makes this entire process much more difficult. We're faced with self-serving

affidavits about financial condition that we haven't had any ability to test or verify. As Your Honor correctly noted, one of the things we did at the hearing on the 25th is -- there hadn't been a bond motion filed yet -- was we asked for financial discovery so that we could be prepared for this, and they objected, you know, basically tying our arms behind our back.

We disagree factually and legally with everything in the motion for stay, for the most part. Most of the facts aren't relevant under Florida law. The cases they cite aren't binding precedent. And, in essence, what they're doing today is what they have done throughout this entire ordeal, which is they are refusing to accept responsibility for their actions, and they want special treatment.

They want their own newsworthiness test to apply. They want to file motions whenever they want to file them, and they want to have the Court ignore Florida law on bonds and follow other jurisdictions, because they don't want to post bond for a payout on a $140,000,000 judgment.

I think, because of the situation that we're here and getting these files yesterday and these

offers of stock, I think that the Platt case, the Second DCA Platt case is pretty much on square with what you have here. One of the things it says, quite frankly, is that when you have a defendant in dire financial straits, it sort of militates against a stay. But, obviously, we can't verify what's been said so far.

So I think what we were planning to do, Your Honor -- and we actually worked a lot on this after we received the motion yesterday, is we had a proposed for Gawker, which was a temporary stay of execution. They do what they have already promised to do today, which is they pledge Mr. Denton's shares. They pledge his options. They pledge Mr. Daulerio's shares. And in addition to that, the Court imposes some extremely strict conditions which it is authorized to do.

We're in no way conceding what they're doing, that the stock is in any way a sufficient security for a bond at this point, but we don't have the discovery that Platt says we are legally entitled to at this point, because they have stalled and refused.

So give us the stock, give us the options, pledge the security and, in addition, impose some

conditions. And the conditions that we would want, Your Honor -- obviously, there will be terms and conditions associated with the stock itself, certificates being endorsed, so all that's rightly entitled vests in Mr. Bollea immediately upon the dismissal of any appeal or the affirmance of any final judgment. Those shares would be held in trust by the lawyers for Mr. Bollea. We would need verification that all necessary authorizations and approvals to transfer those shares, the options, as well as Mr. Daulerio's shares have been done.

We will want full compliance with paragraphs 6, 7, 8 of the final judgment, which are the fact information sheets. We would also want the full compliance with paragraph 5 of the final judgment, as well as the permanent injunction. In addition to that, we would like some very, very short time frames on discovery so that we can hopefully, depending on your calendar, have a very quick turnaround and get back in here so we can have a meaningful discussion --

THE COURT: (Indicating).

MR. VOGT: I know, Your Honor -- about the amount of the bond.

The schedule that we would propose is that we would serve discovery in aid of execution on Monday. They would have until the following Monday to respond. They would then, the following week, have a corporate representative of Gawker Media, as well Mr. Denton and Mr. Daulerio and Ms. Dietrick, as well Mr. Carr, who submitted affidavits in support of the motion they filed, available for depositions. We would also like to be able to obtain letters rogatory and any related orders so that we can obtain discovery in the United Kingdom, Hungary, and in the Cayman Islands.

THE COURT: Could you give me what's the status of the order that I already entered on those letters rogatory?

MR. VOGT: We got those documents, some of them. We don't believe it's a complete production. They were actually supposed to be produced, I believe, on the final day of trial, and they were withheld until after the trial ended, until we finally got them. But we think that those are incomplete. And we've got some information in those that raise some new issues about when this trust was set up, the name of the

company changing.
There is a loan involved. Apparently, a loan against those shares is at issue that we were unaware of before. So those are the types of things that we would want to vet out to see if, perhaps, that trust issue we were talking about all along is, you know, what we think it is. Cayman Islands, that's where Gawker Media, Inc., is based. Hungary, we want the tax returns from Kinja and things of that nature. And then to the extent that we need to conduct -- to issue subpoenas duces tecum, depositions of nonparties, we would want that as well.
We would also want a condition that they won't dissipate any assets that may otherwise be subject to execution, whether through sale, removal, alienation, transfer, anything like that, or dilute Mr. Denton's stock, his options, or Mr. Daulerio's stock any further without coming back to the Court for prior approval. Obviously, ordinary living expenses and things of that nature would not be an issue of that.
THE COURT: I don't know. He just transferred -- what was it -- $45,000 for his ordinary living expenses out of his IRA, 45, 50,

somewhere in that range.
MR. VOGT: And the two-million-dollar mortgage that he took out on his condo was taken out during the pendency of this case. So, yeah, there is a number of issues like that that I think, as they are crying poor, need to be vetted out. And we can do that with expedited discovery.
And then, obviously, we would want them to agree that there be no sale of all or substantially all of the assets or the stock of Gawker Media, Gawker Media Group, Inc., or Kinja while these issues are pending.
There has been rumors and discussions of potential sales of the company. We have this investment or loan by Columbus Nova that took place, rumors of Univision coming in and maybe potentially buying assets or making an investment, you know. We wouldn't any of that to occur while this is going on until we can figure everything out.
We think that that's a very reasonable proposal under the circumstances. It's a lot in line with what the defendants have already agreed to do. And, you know, we just -- we just want what we're entitled to in order to have a

meaningful hearing on this.
THE COURT: How long do you think you would want for all that before you would want to come back? How long do you think all that would take?
MR. TURKEL: I'm sorry. Did you hear that question?
MR. VOGT: Yes.
THE COURT: He has two ears.
MR. VOGT: Yeah. I would think 30 days, just because that would enable us to get that discovery done, put it together, come back in. The other thing that we would like to do, Your Honor, is -- and this is, again, straight out of the Platt case. We would like to be able to immediately record and re-record the final judgment in any jurisdiction in which we need to, domesticate the final judgment in order to perfect our security interests, get our priority as lienholders, and file judgment of lien certificates and whatever similar procedures may be necessary in New York, and elsewhere, in order to get our position secured as a creditor.
THE COURT: So you'd domesticate them; you're just going to enforce the collection. Is that what you're telling me?

MR. VOGT: Correct.
MR. TURKEL: Is it proper if I can add two sentences on that, Judge?
Given the condition of not dissipating or alienating or transferring, the domestication ends up just liening the asset, anyway. So if they are going to agree not to move anything, the lien won't really matter as long as we agree not to try to foreclose on it, so -- if there were no property, for instance.
THE COURT: Sort of like a lis pendens on some real property, but there isn't any real property other than --
MR. BERRY: Your Honor, in the exchange, I missed the first part of what Mr. Vogt was saying about domesticating the judgment.
THE COURT: I think that's where Mr. Turkel came in.
MR. BERRY: Right. And this is where he was proposing, I think, in 30 days we'd come back to court. But then there's something I lost in the transition of when he was domesticating the judgment. I lost track of what it is time-wise.
THE COURT: We'll get to that, I'm sure.
MR. BERRY: Okay.

THE COURT: So, Mr. Vogt, was Mr. Turkel suggesting that the final judgment get recorded and domesticated now or after the discovery?

MR. VOGT: Now. And, in fact, Platt says that that should happen. Platt says at headnote 5, Without a full bond the trial court should not grant a stay against a judgment holder from establishing liens against real and personal property or that prevents a judgment holder from obtaining priority over subsequent creditors.

THE COURT: Thank you.

MR. VOGT: Thank you.

THE COURT: So, Mr. Berry, would you like an opportunity to discuss this with your attorneys? Why don't we take a break, or are you ready to respond at this point?

MR. BERRY: No. Thank you, Your Honor.

THE COURT: Would you like to talk to them?

MR. BERRY: Yes. I need to discuss things with our attorneys. There is a couple things that I can respond to as a basic premise, but it may make sense to address the whole ball of wax. I tried to write as quickly as possible.

THE COURT: I was too.

MR. BERRY: But I may have missed some of the

detail there, so it may be useful if they had something in writing that we could have so that I can make sure to understand exactly what it is that's being suggested here.

THE COURT: I understand.

MR. TURKEL: Judge, we took -- we engaged in the exercise yesterday of doing a proposed order with this proffer in it. I mean, it was sort of, from our perspective, getting the motion when we got it and let's try and get this as a starting point.

The only thing as a caveat -- and I will give a copy of it to both the Court and Mr. Berry, because I think, ultimately, if we go down this path, it gives you a great starting point. It embodies everything Mr. Vogt -- that was essentially the list he was reading.

The only thing I would say is after hearing their argument and sort of embracing the idea of these affidavits coming in, we would like -- we have a two-week discovery. We would like to shorten the discovery span we proposed here by a week. So, initially, we proposed it like two weeks out, and we would like to do a week out.

I will just say this to the Court. If they

went through the exercise -- and you can just use this as sort of a frame of preference as you read it. But if they've gone through the exercise of assimilating all this financial information and to do all of these affidavits to come here to argue that they can't afford a bond, they should have most of this ready. And in that respect, I don't think trying to expedite it into a week is unreasonable, because ostensibly they have got it all already. Give it to us.

And in that respect, that portion of this proposed order we would want to move the dates up a week.

THE COURT: All right. So why don't we do this. If you will share that proposed order with Mr. Berry, and then we take a break, and you'll let me know when you want to come back.

MR. BERRY: Yeah, that would be terrific.

I would just like to say one thing, because there was the letter that was sent to you yesterday about the timing of our motion, and it's been repeated several times already here.

We could not file a motion to stay the judgment until the judgment was entered, and none of us when we left here last time knew when that

was going to happen. When the judgment was entered, as I told Mr. Vogt, I was in the hospital with my son who was having a procedure that day. And while we -- you know, some of this could be lined up in advance, but we didn't know what the judgment was going to say or the nature of the injunctive relief that Your Honor was going to be giving. We worked to get it done. We tried to get it done as soon as possible.

THE COURT: I understand. We're all going on limited sleep.

MR. BERRY: Right. And there was nothing nefarious about it. I just wanted to make that clear.

MR. TURKEL: The only other thing, Judge, that Mr. Vogt just mentioned to me is Daulerio's stock and Denton's option aren't in here. We'll have to add that in also. We did the best we could, but it's pretty exhaustive. And if it pleases the Court, I would like to give you a copy so you can have it to look through and then give Mr. Berry a copy, and then we can talk and come back in a few minutes.

THE COURT: Okay.

MR. BERRY: Your Honor, just so I understand,

this hearing has to adjourn by 10:45, so I want --
THE COURT: It doesn't have to. I'm just saying if it can, that would be helpful.
MR. BERRY: Okay.
THE COURT: I would like to go to that funeral.
MR. BERRY: Yeah. I will do everything I can.
THE COURT: I would really like to get this case done.
MR. TURKEL: Yes, Judge.
MR. BERRY: We have a lot to chew on here.
THE COURT: And I don't want it to be our funeral that we're trying to go to.
All right. Why don't we take a break and let me know when we're ready to come.
MR. BERRY: Okay. We can go off the record.
(A recess was taken at 9:47 a.m.)
(Court called to order at 10:22 a.m.)
THE COURT: Thank you. You-all can be seated.
Mr. Berry?
MR. BERRY: Yes, Your Honor.
THE COURT: Would you like to respond to what the plaintiff's request is?

MR. BERRY: Yes, I would.
Let me just premise with what I -- all my comments here. This is an incredibly complicated proposal. While in four pages, in just a little bit, what it asks for here is incredibly complicated. And I'm trying to coordinate between three different clients here to ensure that I have -- everybody has an opportunity. And I'm a First Amendment lawyer; I'm not a business attorney; I'm not a collections attorney. And I don't -- this is a little beyond my ken, and so --
THE COURT: It just doesn't seem to be -- I mean, really, it doesn't seem to be unreasonable, so it's hard for me to understand that this wasn't contemplated. I mean, when discovery all along the way is objected to. So the choice is basically a bond of a 150 million. Your papers clearly say we can't do that, but we want to pledge our shares, which everybody can see are extremely dwindling. And so it seems -- it's surprising, I guess, that this wouldn't have been contemplated.
MR. BERRY: There is a couple issues. What I guess -- and I know that you would like to go to a funeral. What I would like to ask for is an

opportunity to consult with the other folks and be able to negotiate something out with plaintiff's counsel and see if there's things in here that we can agree to. There are some things in here that I know just as a matter of procedure with respect to the pledge is not the way that the stock --
THE COURT: It's not just that I want to go to another funeral. This has been going on -- I mean, really, the verdict came in months ago. I have got -- I'm also in another trial that they've had to be put off because I'm here, which they had witnesses expecting to go this morning. So I know I gave you-all this time frame, but that's just how the Court's calendar works. I'm sorry.
MR. BERRY: Your Honor, we just -- some of this was contemplated. The discovery we can talk about. The other things in here I just got, you know, 25 minutes ago, and it is incredibly complicated.
THE COURT: But you-all were the ones that said you'd pledge your shares. Do you just think you can just pledge your shares and not have any accountability or responsibility?
MR. BERRY: That's not what we're saying at all, Your Honor.

THE COURT: Okay. Tell me.
MR. BERRY: As Mr. Berlin said at the last hearing, as we said in the papers discussing that discovery, we understand that there needs to be discovery. Again, what we don't think ought to happen is that there is a blank check for the plaintiff to take any and all discovery of any of this stuff, you know, including outside jurisdictions without telling anybody what that is.
THE COURT: But on the other hand, there was an issue of a special magistrate last October, November. There were issues -- certain issues going on. The defense decided, No, we won't have any more special magistrate for our discovery. Okay. I understand that you have the right to withdraw your agreement to that, but here we are now, and even in your pleadings you're saying more discovery. Well, there just isn't a lot of hearing time on the Court's calendar for me to be the discovery magistrate. So here is what I think -- well, you finish what you want to say.
MR. BERRY: Well, I guess with respect to discovery, there are rules about how discovery should proceed with respect to the dissipation of

assets and concerning the requirement for a bond, and we would ask for those rules to be applied. With respect to the third-party discovery, there are rules about how that has to go.

For example, Mr. Vogt was talking about the discovery taken in the UK. They served almost 120 document requests on third parties. We don't control -- I have no idea whether what was produced was proper or not. That's well beyond my -- it's not the client.

What I do understand and what I know for a fact is that Mr. Denton transferred shares to his minor niece and nephew in 2010, years before this Hulk Hogan post became involved. There is not a single piece of paper that suggested he's had anything to do with it since.

With respect to the other provisions in here, we just simply can't agree with the pledge. There is things about the way that the stock operates in the Cayman islands where this just isn't a correct document. We are happy to pledge it, but we want to make sure it's done properly. I can't sit here today as a First Amendment lawyer and go through the details of that.

With respect to these proposals, paragraphs E

and G of this we simply cannot agree to with respect to the liens and the way that this provision is worded on the dissipation of any assets.

Effectively, what that does -- the way this is worded is so vague that it gives the plaintiff the opportunity to run the company, freezes all of its assets and, one, Mr. Denton and Mr. Daulerio's lives during the course of the stay. We simply cannot agree to that. There may be something we can agree to, but I can't decide that in 20 minutes on the fly having just seen this. This was something that we contemplated, but I didn't get this document until you did as well, Your Honor.

I don't mean to be talking quickly, but I do know that we need to get this resolved. But this is just something we cannot consent to.

THE COURT: Okay. And I don't know that anybody is asking you to consent to it. It's always nice if there is agreement. But if there isn't agreement, then the Court has authority to just order it, and then we'll see what fallout happens. And you-all certainly know the way to my door.

Okay. Anything else that you want --

MR. BERRY: The other point that I would make is just under the law, the law in the Second DCA is the Platt case that has been cited to you. And under that, the law is clear -- the DCA couldn't have been more clear -- that said the trial court can grant the stay on conditions that vary from those required for an automatic stay under the rules. And it held that it could stay the judgment on conditions that don't guarantee full payment of the judgment.

It does talk about liens and taking that into consideration. But what it didn't allow was -- what it didn't say should happen is effectively what this order does, which is to give the prevailing party the opportunity to control the business and control the lives while the stay was in effect, which is the effect of what paragraphs E and G do here.

THE COURT: Well, what did you have in mind when you said that, on behalf of your client, that you were willing to pledge your shares that I guess I don't --

MR. BERRY: We are willing to pledge our shares.

THE COURT: And what does that contemplate, then, if it doesn't contemplate what this proposed order is going to?

MR. BERRY: What we would contemplate is -- again, the specific verbiage in here, I don't think, is correct as a matter of law. What we had contemplated was putting together two documents, one for Mr. Denton, one for Mr. Daulerio, that pledged the shares -- our preference would be to the Court to hold in escrow -- should the judgment ultimately be entered following the appeals, that would then be tendered to Mr. Bollea should he hold onto the judgment you entered.

THE COURT: But you if you don't have conditions that go to that pledge, what prevents -- what assurances are there, other than a pledge, which by itself is sort of meaningless, what assurances are there that the pledged amount -- I mean, even in your comments earlier you said about the give and take. The give and take, the giving of loans, the taking of the assets, that's been going on now at least for the last year.

So other than the words "pledge" -- and the Court doesn't want to hold on to any more than the

Court has already been holding on to. I don't know what "pledge" means unless you put words to it that have enforcement.

MR. BERRY: Right. We want a legally binding document that says that these shares are for Mr. Bollea's benefit. He can take those shares if he ultimately holds on to this judgment, but we should have the opportunity to run the appellate gauntlet first. And that's a legally enforceable document.

They have asked, I think -- although, again, some of the nuances of this escapes me -- they have asked for that pledge to be made directly to him. Our preference would be to do it with the Court like you would with a bond. If it has to be his lawyers for the benefit of him -- I'll have to speak to corporate counsel -- but that may well work out.

THE COURT: I see what you're saying.

MR. BERRY: But the technical way that this is set up I know is incorrect, but that's what we would be giving him.

As far as the conditions, there would be discovery just as there would be in any case to ensure that there is not dissipation of assets by

Mr. Denton and Mr. Daulerio. That's what we're -- that's what we're contemplating.

What they have done is said we're going to take the judgment, go ahead and put liens on everything, that we then control every expenditure of the company and these two people and determine whether it's in the ordinary course of business. It doesn't even say ordinary course -- it doesn't even say under the ordinary course of personal life.

I mean, are they going to start dictating, you know, when Mr. Denton went to McDonald's, he should have gone to Burger King because they were running a special? You know, the company is paying X employee this; they're dissipating the assets because they should be paying them 20 cents a dollar, you know, an hour less. That kind of controls what I'm concerned about.

THE COURT: Okay. Thank you, Mr. Berry.

Mr. Turkel?

MR. TURKEL: Yes, Judge.

Judge, we tried the case back in March. There has been substantial time since our last hearing, you know. I don't -- whether they needed to see the final judgment to submit this financial

affidavit information yesterday is something I don't know that I can speak to.

But I will say this: They have been contending one way or another that they weren't going to have money to bond this offer, sufficient money. And there is nothing complicated about the pledge, Judge. Indeed, the form of a civil supersedeas bond under the Florida Rules of Civil Procedure, the approved forms the Supreme Court has approved, has the plaintiff pledging -- the defendant pledging to the plaintiff as principal the sum of X, which they are to bond off.

In paragraph B on page 2 of the proposed order, we are echoing what they have said. It's unencumbered and that they're going to pledge it. Now, how that normally works, how I have done it in the past is they endorse it in blank, and we hold it until such time as the security is no longer needed.

MR. BERRY: Your Honor, I apologize for interrupting. One of the issues -- again, this is well beyond my knowledge. But in the Cayman Islands where GMGI is incorporated, there are not shares of certificates. These are the kind of nuances that I'm talking about here.

MR. TURKEL: Judge, I don't -- I don't know how to handle this constant refrain that Mr. Berry is not prepared to deal with these issues because he's a First Amendment lawyer. We all knew what the issues were going to be today. We knew that they weren't going to be about the First Amendment.

The issues were going to be about a bond requirement or, as they proffered, a pledge of stock, which the feeling I'm getting at this point is by calling their bluff and saying we'll take it, they're looking for ways at this point not to pledge the stock.

That being said, Judge, if you look at Platt in the Second District, I just want to read from the opinion in the last paragraph, in which the court said it's not necessary for this court to determine at this time what procedures a trial court should use to determine adequate conditions for a stay. But it would be reasonable to require the judgment debtor to submit to a deposition in aid of execution and a production of financial errors before the entry of such a stay. It would also seem prudent to permit the judgment creditor to update the information every few months by

additional discovery during the pendency of the appeal.

So they submit 24 hours, or less than 24 hours, before hearing their evidence in the form of affidavits. And we imposed, in this proposed order, a condition. And that condition is that we be able to take expedited discovery to test those affidavits so that the Court can determine in accordance with Platt whether those conditions are reasonable or not. We're doing exactly what the Second has told us to do, or at least what the Second has said would be reasonable.

Call me a cynic, Your Honor, but I don't accept self-serving affidavits which I haven't had a chance to test. And so when you cut the wheat from the chaff, all we have proposed here is what they offered, which was a pledge of the stock as a temporary gap fill while the Court determines, A, whether the financial representations are credible enough for you not to impose upon and, B, to allow us to actually test those as we're afforded the right under Platt.

This is a temporary stay, Judge and a gap fill until we get there, because given less than 24 hours to test their evidence -- which they're

required to submit and it's their burden to prove, we don't have enough time to determine whether what they're saying is true. So we want the stock.

THE COURT: Okay.

MR. TURKEL: That's all I really have, unless you have any questions, Your Honor.

THE COURT: Thank you.

Mr. Berry?

MR. BERRY: Your Honor, just a couple more points.

We can pledge the stock. The details of how this is done in -- we're just getting there. By 5:00 p.m. June 14th, no issue for us. We can do it, but I would like to make sure that we do it in a way that is proper in accordance with the law as to where the stock is actually held. That is my simple point. The time frame, this is not something that we're concerned about.

THE COURT: But probably had some of that discovery taken place at least even during the punitive phase of discovery, then perhaps everybody would have had that answer by now, so here --

MR. BERRY: No. The discovery is a separate

issue than how this stock pledge happens.

The other thing -- and Mr. Turkel did not speak to this -- but this issue with the lien and this provision and the way it's drafted on the dissipation of assets and that we are required to meet legal and business expenses and the cost of legal representation is so vague that it, again, puts the plaintiff into control of the business and these two gentlemen's lives. We don't disagree that there is -- under Platt it's reasonable to have discovery about the dissipation of the assets. That's not the issue. It's these other provisions that Mr. Turkel has spoken to.

THE COURT: Okay. All right.

MR. TURKEL: I just want to read one cite into the record, Judge, something -- I'm sorry, but I just think it's important vis-à-vis the timeliness, 152 So.3d 657, Charter Schools vs. John Doe, which is the 2014, Third DCA case.

These are issues, Judge, that were supposed to be handled by them at the time post-trial motions were denied. Or as stated by the Court, As one source advises, a party who intends to stay a judgment by posting a bond should arrange to have a bond in place at the time the trial courts

rules on the motions.

But my concern is this, Judge: What are we going to do now, set this off again --

THE COURT: No.

MR. TURKEL: -- and go through this again?

THE COURT: Thank you.

So the Court is going to grant the defendant's motion to stay execution of the judgment pending appeal with the conditions that have been outlined. The Court will accept the pledging of the -- of GMGI's stock shares under the same conditions that are in this proposed order. And an additional part, though, is to include Mr. Daulerio, his shares, as well Mr. Denton's shares. The Court finds this to be a reasonable accomodation for the stay of the conditions of the stay at this point in time so discovery can be had.

I appreciate the fact, Mr. Berry, that you may need some additional information. I think this proposed order at least gives deadlines to those. If there is some issue along the way, perhaps you can discuss those with plaintiff's counsel and see if those issues can be worked out. If they can't be worked out, then we'll just see

what kind of motions are filed, and then we'll go from there.

But the time to move on with this case is here. It's past. It's already past. And I appreciate the fact -- and I don't like putting you into a bind. I find you to be a very excellent lawyer, but we need to move on.

So let me propose some times so that we can maybe modify the Florida specifically retaining jurisdiction to modify this order. Let me propose some times under everybody's schedule -- so you can get your calendars out -- to perhaps work out whatever modifications we need to if you-all can't modify it yourself.

Would July 6th in the morning work for anybody, or is that too soon?

MR. TURKEL: I'm available. It's not too soon for us, Judge.

THE COURT: And, Mr. Vogt, you can send me a revised order adding Mr. Daulerio in there, and then I will execute that order.

MR. VOGT: Yes, Your Honor.

THE COURT: July 6th?

MR. BERRY: Yes, Your Honor, I can be available or I'm sure we can --

THE COURT: Okay. So July 6th, nine o'clock, and that will just be in the morning.

MR. BERRY: Your Honor, is the idea that this stay is in effect now until the order is signed?

THE COURT: I'm signing the order today.

MR. BERRY: Okay. Well, then what I'd like to do, Your Honor, is request a temporary stay to allow us to seek review of that order from the DCA. We would ask for a temporary stay for a week so that we can file a motion with the DCA by Monday morning -- by Monday, and provide plaintiff time to respond. We will ask for this order to be stayed from -- for seven days from the entry of it.

THE COURT: That will be denied.

MR. BERRY: Can we ask for until 5:00 p.m. on Monday?

THE COURT: No. Denied.

MR. BERRY: To the end of the day today?

THE COURT: No.

MR. BERRY: Two hours?

THE COURT: I mean, really, we're way beyond all that. And in your pleadings you've offered to pledge your shares, so we're there.

MR. BERRY: Your Honor, again, the concern is

not the pledging of shares; it's these conditions.

THE COURT: I understand.

MR. BERRY: I just ask on behalf of the DCA to provide them the courtesy that we are going to be moving for a stay for them and would like time for the judges there to be able to rule on a request for a stay.

THE COURT: Okay. Denied. I have denied the request.

MR. BERRY: Thank you, Your Honor.

THE COURT: So I will get the order, the proposed order, adding Mr. Daulerio to the same issues as Mr. Denton, and we're going from there.

And then this July 6th, nine o'clock, that will be for the morning, a half day, so if we need to resolve any of these issues that you and Mr. Turkel can't seem to resolve on your own.

Anything else?

Oh, let me give you a ruling, please, on the Mayer Brown report. Was there something else on the motion to stay that we need to resolve?

MR. TURKEL: No, Judge. We added the word "temporary" in the preamble, just to make that clear. When we submit the proposal and certain developments from the hearing, we're going to add

some stylistic stuff, but that was it. I didn't want the Court to not know what we were going to do. Thank you.

THE COURT: So the Court at the last hearing, there was an issue regarding the Mayer Brown report. The Court has had an opportunity for an in-camera review of the Mayer Brown economic analysis of royalty payments between Gawker Media, LLC, and Blogwire Hungary, KFT, that is dated December 12th, 2011. The Court finds that while there are certain facts that are contained in the -- especially in the beginning of the report that the reviewers used in their analysis, those facts would be considered to be trade secrets.

I recognize, especially in preparing for today, some of those facts that may be trade secrets may already be public record, but I don't have the ability to go and figure out what's public record and what's not public record. But the Court would find them to be trade secrets. But, generally, the report overall would be privileged attorney-client information.

Mr. Safier, if you would prepare the order to that, and I'm returning this original -- or it's not an original, but the Mayer Brown report that I

reviewed, and I'll give it right back to you.
MR. SAFIER: Thank you very much, Your Honor.
THE COURT: Thank you.
As a part of that, if you would please, hold on to that. You know what, Here. If you'd hand it back to me, let me put my initials on each page so that it's clear as to what I have reviewed. And if you would please hold on to this until any other review of this may come down as well --
MR. SAFIER: I will do so, Your Honor.
THE COURT: -- just so it's clear what I have reviewed.
Any questions for anybody?
MR. TURKEL: None from the plaintiff, Judge.
THE COURT: Great. Thank you.
Anything else that I need to rule on?
MR. VOGT: I think just the two motions to determine confidentiality.
THE COURT: Anybody want to argue those? It seems that, really, the confidentiality aspect of it is from the defendants.
Who is arguing that for the defendants?
MR. BERRY: I can take it, Your Honor.
THE COURT: It seems like the defense wants that to remain confidential, not the plaintiffs.

MR. BERRY: There was confidential information in there. With respect to the Mayer Brown transfer of pricing study motion, the only thing that I think we would ask to be confidential is what you reviewed in camera, which is now confidential regardless.
With respect to the other motion --
THE COURT: It was never filed electronically, so I don't think it's an issue.
MR. BERRY: Correct. So I'm not sure what else --
THE COURT: The motion itself would not be determined to be confidential.
MR. BERRY: Correct. We don't object to that.
With respect to the other motion, we have no problem with the information becoming public with one exception, the attached documents connected with what they had received from the folks in the UK. And it's my understanding that there was representations made in the UK court that those individuals could designate those documents as confidential, you know. I don't represent them, so I don't know what the situation is, but I think that those documents should continue to be

confidential.
THE COURT: So it's just the attachments?
MR. BERRY: I don't have the motion in front of me, but there is a series of documents that they were provided in response to a UK subpoena.
THE COURT: Since I need to be very specific, could you maybe get the motion and look at the attachments --
MR. VOGT: I got it now, Your Honor.
THE COURT: -- and then we can make sure -- maybe Mr. Vogt could share his copy with you.
MR. VOGT: I guess, Your Honor, if you would like -- unless they object to those things being confidential -- I think we can submit a form order on that.
THE COURT: With specificity.
MR. VOGT: Yes. We'll identify each of the specific exhibits, You're Honor.
MR. BERRY: The only documents that we are concerned about, as I said, are the things that were produced by the UK, the people in the UK under the confidentiality agreements, and any information from those documents that wind up in the motion. And then if they don't object, then we can agree to that.

MR. VOGT: We'll do that, Your Honor.
THE COURT: Thank you.
Anything else for the hearing today?
MR. TURKEL: Nothing from the plaintiff, Your Honor.
MR. SAFIER: Can I have one moment, Your Honor?
MR. BERRY: Can we confer with the plaintiffs?
THE COURT: Yes.
(A pause was had in the proceedings.)
THE COURT: Is there anything else?
MR. SAFIER: We're good.
MR. BERRY: Your Honor, we have a prepared order on the denial of the temporary -- the request for a temporary stay subject to appellate review.
THE COURT: This is for Mr. Safier. You already have an order prepared on that?
MR. BERRY: Yes, we do.
THE COURT: Is it handwritten?
MR. BERRY: No, Your Honor. I mean, it just says --
THE COURT: How can I give you an order on that when I haven't entered the other order yet?

MR. BERRY: Excellent question.
THE COURT: Yeah, I don't think -- because I'm granting your motion under the conditions.
MR. SAFIER: Right. Could we draft it quickly?
MR. BERRY: Yeah. Can we get --
THE COURT: Draft whatever you want. I'm getting ready to go into another trial. It's very important to those people too.
MR. SAFIER: Understood, Your Honor.
THE COURT: I will be in trial all afternoon.
MR. SAFIER: So Mr. Vogt will be submitting a revised version of the order that you're planning to enter. We will submit --
THE COURT: You're going to add Mr. Daulerio?
MR. SAFIER: Yes. And we will submit an order that denies our motion for a temporary stay so we can get --
THE COURT: Okay.
MR. SAFIER: Thank you.
THE COURT: Thank you very much.
(Hearing concluded at 10:55 a.m.)

REPORTER'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, Aaron T. Perkins, Registered Professional Reporter, certify that I was authorized to and did stenographically report the above hearing and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this 10th day of June, 2016.

_____
Aaron T. Perkins, RPR