

EXHIBIT 19

to the

**GAWKER DEFENDANTS' MOTION TO COMPEL
PLAINTIFF TO PRODUCE IMPROPERLY WITHHELD DOCUMENTS**

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

TERRY GENE BOLLEA professionally
known as HULK HOGAN,

Plaintiff,

Case No.: 12012447-CI-011

vs.

HEATHER CLEM; GAWKER MEDIA,
LLC aka GAWKER MEDIA; et al.,

Defendants.

**GAWKER MEDIA, LLC'S MOTION TO COMPEL PLAINTIFF TO PRODUCE
COMMUNICATIONS RELATED TO HIS SETTLEMENT WITH
BUBBA THE LOVE SPONGE CLEM**

Pursuant to Florida Rules of Civil Procedure 1.310, 1.351, and 1.380, Defendant Gawker Media, LLC ("Gawker") respectfully moves this Court for an order compelling plaintiff Terry Gene Bollea to produce unredacted versions of all communications relating to the settlement of his claims against former defendant Bubba the Love Sponge Clem. While plaintiff has produced documents purporting to be these communications to Gawker, in most cases he has redacted everything but the address block and salutation. Hogan's pre-settlement communications with Clem concern facts central to this case and are not protected by any privilege recognized under Florida law. Accordingly, this Court should direct plaintiff to produce unredacted versions to Gawker within five business days.

BACKGROUND

As this Court is aware, this case challenges a report and commentary (the "Gawker Story") published on Gawker.com by Gawker Media, LLC, concerning an extramarital affair that

plaintiff, the celebrity publicly known as Hulk Hogan (“Plaintiff” or “Hogan”), conducted with Heather Clem, the then-wife of Clem, a well known radio personality and at the time Hogan best friend, all with Clem’s blessing. It also challenges the publication, along with the Gawker Story, of brief excerpts (the “Excerpts”) of a longer video (the “Video”) depicting the encounter. Based on the Gawker Story and the Excerpts, plaintiff asserts claims against Gawker for invasion of privacy, for violation of his publicity rights, for negligent and intentional infliction of emotional distress, and for violation of the publication prong of Florida’s wiretap statute.

As this Court is also aware, Hogan initially filed this action against only Bubba Clem and Mrs. Clem. (Hogan sued Gawker separately in federal court, only to voluntarily dismiss that action and file his claims against Gawker here several months later.) Immediately after Hogan filed this lawsuit, Mr. Clem – a radio “shock jock” who is widely known for his raunchy and brash commentary and personality – made multiple public statements to the effect that Hogan himself played a part in the release of the video, *see, e.g.*, Exhibit A (news report reporting on Clem’s statements to his radio audience that “Hulk was in on the sex tape’s release from the get go,” that plaintiff “was in on the stunt,” that he is “the ultimate lying showman,” and “You can’t play the victim like that.”), and, at the very least, certainly would have been aware that his sexual encounter with Mrs. Clem was being taped, as it was widely known that the Clems had cameras in every room in their house.¹ Soon after (and well before Gawker was added as a defendant to this action), Clem settled Hogan’s claims against him and was dismissed from this lawsuit. As part of the settlement, Clem purported to assign to Hogan his copyright interest in the Video to

¹ In an interview on the Howard Stern radio program, Mr. Clem stated that Hogan would definitely have known about the taping, because it was well known that he and his wife had video surveillance cameras constantly recording throughout their home, and Hogan previously had lived with them for three months. *See* <http://www.youtube.com/watch?v=IwPQRPIITMPA>, at 4:35-5:14 (last accessed December 23, 2013). During the interview, Stern agreed that all of the Clems’ friends knew that everything that happened in the house was recorded, joking that he was worried about staying in their house for just that reason. *Id.* at 19:00-19:10.

Hogan, implicitly admitting that he (Clem) had participated in the creation of the Video, whereupon Hogan asserted claims for copyright infringement in the now-dismissed federal court action against Gawker. Remarkably, upon settling with Hogan, Clem immediately issued a public apology to Hogan asserting the exact opposite of his previous public statements – namely, that Hogan was unaware he was being videotaped and played no role in the release of the Video. *See* Exhibit B.

In light of this background, Gawker requested that plaintiff produce “[a]ny and all documents concerning [his] purported acquisition of the copyright to the” full-length video from which the Gawker Excerpts were created, *see* Gawker Media LLC’s Requests for the Production of Documents to Plaintiff (“Gawker RFP”) No. 33, and “[a]ny and all documents concerning the settlement of [his] claims against Todd Alan Clem, including documents containing communications between [plaintiff] or [his] agents or attorneys and the agents or attorneys of Todd Alan Clem,” *id.* No. 34. Plaintiff objected to both of these requests on several grounds, including that they “seek[] confidential settlement communications.” Pl.’s Resps. to Gawker RFP Nos. 33 & 34 (relevant pages, including Gawker’s requests and plaintiff’s responses, attached hereto as Exhibit C). Although Plaintiff’s counsel initially agreed to produce such communications during the parties’ meet and confer in late August, he has since refused to do so. Plaintiff’s counsel then represented to the Court at the October 25, 2013 hearing that plaintiff would prepare a privilege log of these documents.

Then, on November 27, 2013, plaintiff served Gawker with supplemental discovery responses. Hogan’s production was comprised of 47 pages of communications between plaintiff and his agents on the one hand and Clem and his agents on the other, purportedly concerning the

settlement of plaintiff's claims against Clem.² With the exception of Hogan's 5-page initial demand letter to Clem (which is included twice in the production), each of these pages is both marked confidential and extremely heavily redacted. In some cases, the entire page has been redacted; in most cases, only the emails' address blocks are visible.³ In all cases (except as noted above), the entire substance of the communication has been redacted. In effect, other than Hogan's opening letter to Clem, plaintiff has refused to produce *any* of the communications with Clem concerning their settlement, despite the fact that it apparently resulted in a complete reversal of Clem's version of key events underlying this action. In addition to his "production," plaintiff provided Gawker with a privilege log, asserting that each listed document has been withheld because it reflects "confidential settlement communications." See Pl.'s Privilege Log (attached hereto as Exhibit D).

ARGUMENT

Plaintiff objected to RFP Nos. 33 and 34 based on a purported privilege protecting settlement negotiations. Plaintiff implies that this asserted privilege shields documents pertaining to the settlement between two parties (here, Clem and Hogan) from discovery by a third party (here, Gawker). Florida law does not recognize any such privilege.⁴ To the contrary, "while confidentiality agreements are necessary in some instances, to facilitate settlement, they

² Plaintiff produced (pursuant to the Agreed Confidentiality Order entered in this action) the executed settlement agreement between himself and Clem but has continued to assert the settlement privilege with regard to the communications concerning it.

³ Because these documents have been designated confidential, Gawker is not filing them with this motion. Should the Court wish to review them, Gawker will produce them under seal pursuant to the Agreed Confidentiality Order. Plaintiff's designation of these pages as confidential in their current form is curious, given that the redacted communications reveal no substance at all. While Gawker is not seeking to do so at this juncture, Gawker reserves the right to challenge the designation of these pages as confidential, regardless of the outcome of this motion.

⁴ Florida law includes a statutory privilege for court-ordered mediations, *see* Fla. Stat. Ann. § 44.102(3), but this privilege does not apply outside the context of these mandated mediations. *See, e.g., DR Lakes Inc. v. Brandsmart U.S.A. of W. Palm Beach*, 819 So. 2d 971, 973-74 (Fla. 4th DCA 2002).

may not be subsequently employed by a litigant to . . . thwart” discovery. *Neiman v. Naseer*, 47 So. 3d 954, 955 (Fla. 4th DCA 2010) (enforcing subpoena seeking information about settlement because such information is not protected by the attorney-client privilege). Florida’s refusal to recognize a privilege protecting settlement negotiations and agreements from discovery by third parties is in line with the vast majority of courts to have considered the issue. Thus, in *In re Subpoena Issued to Commodity Futures Trading Commission*, the United States District Court for the District of Columbia noted the absence of any consensus among the federal courts in favor of a so-called “settlement privilege,” and emphasized that, in fact, several states (including California, Mississippi, Montana, and Texas) had “expressly declined to recognize” such a privilege. 370 F. Supp. 2d 201, 209-10 & n.16 (D.D.C. 2005), *aff’d*, 439 F.3d 740 (D.C. Cir. 2006). *See also Ohio Consumers’ Counsel v. Pub. Util. Comm’n*, 856 N.E.2d 213, 235 (Ohio 2006) (declining to recognize settlement privilege and noting that “[t]here is no broad consensus of support, in federal courts or in other states, for such a privilege”).

To be sure, Section 90.408 of the Florida Statutes provides that an “offer to compromise a claim . . . is inadmissible to prove liability . . . *for the claim.*” *Id.* (emphasis added). But this statute offers Hogan no protection here. By its terms, this rule (1) regulates admissibility at trial, not relevance for discovery purposes, and (2) applies only to offers to settle the same claim, between the same litigants, in the same litigation. *See, e.g., Bankers Trust Co. v. Basciano*, 960 So. 2d 773, 779-80 (Fla. 5th DCA 2007) (explaining that section 90.408 is limited and permits introduction at trial of settlement negotiations and agreements for any purpose other than those specified in the rule); *Harris v. Grunow*, 71 So. 3d 186, 189 (Fla. 3d DCA 2011) (noting that section 90.408’s objective is to ensure *jurors’* fairness); *Wolowitz v. Thoroughbred Motors, Inc.*, 765 So. 2d 920, 925 (Fla. 2d DCA 2000) (evidence of settlement negotiations is permitted to

prove other relevant matters). *See also In re MSTG, Inc.*, 675 F.3d 1337, 1345-47 (Fed. Cir. 2012) (refusing to adopt settlement privilege and noting that Rule 408 does not protect settlement negotiations from discovery).⁵

Here, of course, the settlement negotiations are directly relevant to Hogan's and Clem's anticipated testimony about Hogan's involvement in and knowledge of the recording and dissemination of the Video; such evidence is therefore key to evaluating the reliability of both Hogan's and Clem's testimony, and, if necessary, impeaching their credibility. It is well established that settlement materials are discoverable when they bear upon issues of witness credibility. *See, e.g., Tanner v. Johnston*, 2013 WL 121158, at *5-6 (D. Utah Jan. 8, 2013) (settlement materials discoverable where relevant to witness credibility); *DIRECTV, Inc. v. Puccinelli*, 224 F.R.D. 677, 687 (D. Kan. 2004) (permitting discovery into "settlement-related documents and information primarily for their impeachment value"); *Tribune Co. v. Purciogliotti*, 1996 WL 337277, at *2-3 (S.D.N.Y. June 19, 1996) (permitting discovery of settlement materials where it could reveal bias of settling witness). Such materials would be admissible at trial for the purposes of impeaching Hogan's or Clem's credibility. *See, e.g., Special v. Baux*, 79 So. 3d 755, 759 (Fla. 4th DCA. 2011) ("When, on cross-examination, a piece of evidence is offered to attack the credibility of a witness on a material issue, such evidence is 'relevant' . . . because credibility is central to the truth seeking function of a trial."), *review granted*, 90 So. 3d 273 (Fla. 2012); *see also* Fla. Stat. Ann. § 90.608 (permitting parties to "attack the credibility of a witness" by, among other things, "[i]ntroducing statements of the witness which are

⁵ Section 90.408 operates in a manner substantially similar to its federal counterpart, Federal Rule of Evidence 408. *See, e.g., Agan v. Katzman & Korr, P.A.*, 328 F. Supp. 2d 1363, 1371 (S.D. Fla. 2004) (stating that although section 90.408 is "more generalized" than Rule 408, "the scope of the privilege . . . is fundamentally the same").

inconsistent with the witness's present testimony," or "[s]howing that the witness is biased"); *id.* § 90.614 (governing impeachment by prior inconsistent statements).

As is pertinent here, both Hogan and Clem have told multiple, mutating stories about *the facts at the heart of this lawsuit*. Hogan pled in his complaint that the tryst with Mrs. Clem took place in 2006, but later stated that it was 2008. Hogan also has asserted that he had "no idea" of the identity of the woman in the video, though he plainly knew it was Heather Clem. Bubba Clem's stories, too, have shifted over time. In the first version, which Clem repeatedly offered before settling with plaintiff, he contended that Hogan was undeniably aware (or at a minimum should have known) that his tryst with Mrs. Clem was being video recorded and was complicit in the distribution of the Video. In the second version, which Clem began sharing only *after* he settled Hogan's claims against him, Hogan was an innocent victim, totally unaware that Clem, his then-best-friend, was video recording him having sex with Mrs. Clem, even though the encounter proceeded with Mr. Clem's blessing. How this eyebrow-raising about-face came to be, including any settlement negotiations pertaining to Clem's public statements, is highly germane to Gawker's defense against Hogan's claims, and is directly relevant to the reliability of both Hogan's and Clem's testimony. The communications preceding the settlement agreement therefore are discoverable.

CERTIFICATION OF GOOD FAITH CONFERENCE

Pursuant to Florida Rules of Civil Procedure 1.380 and 1.351, movants' counsel certifies that they have, in good faith, conferred with counsel for Hogan regarding the settlement communications in an effort to secure the discovery at issue without court action but have been unable to do so.

CONCLUSION

For the foregoing reasons, this Court should direct Hogan to produce unredacted versions of all communications relating to his claims against Bubba Clem and the settlement thereof, excepting only those communications between plaintiff and his own counsel that are properly subject to attorney-client privilege. The Court should also direct Hogan to testify fully concerning the same at his upcoming deposition.

Dated: December 27, 2013

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 27th day of December 2013, I caused a true and correct copy of the foregoing to be served via the Florida Courts' E-Filing portal upon the following counsel of record:

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EXHIBIT A

Bubba the Love Sponge Slams Hulk Hogan's Sex-Tape Lawsuit, Blasts Wrestler as "Ultimate, Lying Showman"

enonline.com

by Rebecca Macatee Tue., Oct. 16, 2012 7:16 AM PDT

Andrew H. Walker/Getty Images

There's more than one side to every sex tape.

On Monday, **Hulk Hogan** filed a civil lawsuit against **Bubba the Love Sponge** and his ex-wife, **Heather Clem** (now Heather Cole). The 59-year-old wrestler alleges that the sex tape that hit the Web earlier this month was leaked by Bubba (real name: **Todd Clem**) without the Hulkster's consent. But according to Mr. Love Sponge, his ex-best friend Hulk was in on the sex tape's release from the get-go.

Tuesday morning, Bubba said on his radio show that Hulk "brainwashed" Bubba into giving his blessing for his then-wife Heather to have sex with the wrestler. Bubba also claimed that contrary to Hulk's claims of being secretly taped during sex, the athlete and reality star was in on the stunt. "You can't play the victim like that," said Bubba.

[Read more about the Hulk's lawsuits](#)

"He's a one-way piece of crap who doesn't care about anyone but himself," said Bubba. "You're the ultimate, lying showman."

In addition to the complaint against Bubba and the radio host's ex-wife, Hulk is suing Gawker Media, which posted excerpts of the tape, for \$100 million.

Both lawsuits request that Hulk is given the sex tape so it can be destroyed.

UPDATE: An attorney for Bubba tells E! News that his client is a victim in this "very unfortunate" situation.

"I don't understand how you can sue a victim and I also I don't understand how you can sue your best friend," the lawyer says. "I'm hopeful we never get served and can work together to find out [what happened with the tape]. I am convinced Bubba had nothing to do with it. And I don't believe Heather had anything to do with it. So lets find that party who has caused harm to everyone/ That is our objective, our hope."

The attorney also noted that they have not yet seen the lawsuit.

"The reality is that these guys shouldn't be fighting each other," he adds. "They should be fighting the person who stole it, released it and those who broadcast it...I don't know what [Hogan's] objective is in suing Bubba. We will respond if and when we are served."

—Additional reporting by **Claudia Rosenbaum**

[2010 was a big year for sex tape scandals](#)



EXHIBIT B

Tampa Bay Times

THE FEED

Sean Daly, Josh Gillin, Michelle Stark and Sharon Kennedy Wynne

Bubba the Love Sponge apologizes to Hulk Hogan after lawsuit settlement: was it all a stunt?

deggans

Monday, October 29, 2012 9:11am



A New York
publicist has
released a

statement saying wrestling star **Terry "Hulk Hogan" Bollea** has reached a settlement with onetime friend and Tampa Bay shock jock **Bubba the Love Sponge Clem** dropping the radio personality from a lawsuit centered on footage made public from a videotape made of Hogan having sex with Clem's then-wife.

As part of the settlement, Clem played a statement on his show for WHPT-FM (102.5 the Bone) Monday morning apologizing for insulting Hogan and his children, saying "after further investigation" he concluded the wrestler was unaware he was being videotaped in 2006 while having sex with his now-ex-wife, **Heather Cole**. The terms of the settlement were not made public.

The quick resolution on this lawsuit -- according to the release, Hogan will continue his legal action against Cole and the owner of the website which first published video clips from the footage, Gawker.com -- will likely leave critics accusing the men of colluding on a gigantic publicity stunt.





The dispute between the two men, seemingly sparked by clips published on Gawker.com, generated national headlines, as attorneys for Hogan talked tough from the federal courthouse steps in Tampa and Clem responded by calling his former friend a "hypocritical fraud" on his radio show.

Stephen Diaco, a Tampa attorney who is close to Clem and often serves as his personal counsel, would only say that the matter with Hogan "has been resolved." According to the press release, Clem is expected to replay his apology on Tuesday's show.

Critics say both men could use the headlines generated by their public fight, which might be an attempt to earn money on the footage via Hogan's \$100 million lawsuit against Gawker and boost ratings for Clem's show. But the pair also have faced lots of ridicule online for revealing that Clem allowed the wrestler to have sex with his wife early in their marriage.

Here is the text of the apology, as provided by the publicist.

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 he had no role in the release of the video. It is my belief that Terry 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 Terry 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.



Here are a few excerpts from the press release sent out this morning:

"Terry Gene Bollea, professionally known as "Hulk Hogan," has settled his claims against Bubba the Love Sponge Clem aka Todd Alan Clem. The terms of the settlement are confidential."

"Mr. Bollea is pleased that Mr. Clem finally stated the truth and apologized for his false statements,' said Mr. Bollea's personal litigation attorney, **David R. Houston** of Reno,

Nevada."

"Hulk Hogan's \$100 million lawsuit against Gawker Media in the U.S. District Court remains pending and no aspect of that lawsuit has been resolved or settled. Hulk Hogan's Motion for Preliminary Injunction is pending and will be heard by the Court shortly.

Hulk Hogan's claims against Heather Clem in Florida state court also remain pending.

Both lawsuits seek damages for invasion of privacy and related claims in connection with the secret taping of Mr. Hogan in a private bedroom engaged in private, consensual intimate relations, and the unauthorized publication of that tape."

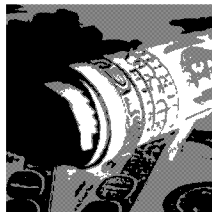
Sponsored From Around the Web



These 5 Signs Warn You That Cancer Is Starting Inside Your Body



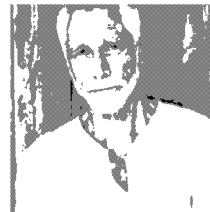
These 7 Things Activate Alzheimer's in Your Brain



Tricks Car Insurance Agents Don't Want You to Know



How Cruise Ships Fill Their Unsold Cabins



A 101 Year Old Marathon Runner Shares His Secret To Limitless Energy

?

EXHIBIT C

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 TERRY GENE BOLLEA'S RESPONSES TO GAWKER MEDIA, LLC'S
REQUEST FOR PRODUCTION OF DOCUMENTS**

Plaintiff TERRY GENE BOLLEA (herein "Responding Party") hereby responds to
Request for Production of Documents (Set One) propounded by defendant GAWKER MEDIA,
LLC (herein "Propounding Party") as follows:

PRELIMINARY STATEMENT

Responding Party responds to the Requests for Production subject to, without waiver of,
and expressly preserving: (a) any objections as to the competency, relevance, materiality,
privilege or admissibility of any of the responses or any of the documents identified in any
response hereto; and (b) the right at any time to revise, correct, supplement or clarify any of the
responses herein.

These responses are based upon a diligent investigation undertaken by Responding Party
and his counsel since the service of these Requests. These responses reflect only Responding

RESPONSE TO REQUEST 32:

Responding Party objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege and/or attorney work product doctrine.

Responding Party objects to this Request on the ground that the Request is overbroad and burdensome. Responding Party objects to this Request on the ground that it is so broad on its face that it requires production of irrelevant documents. Responding Party further objects to this Request to the extent that it seeks documents that are not relevant to the claims, defenses, or subject matter of the instant action, nor reasonably calculated to lead to the discovery of admissible evidence. Responding Party objects to this Request to the extent that it seeks to invade Responding Party's privacy and the privacy of third parties.

REQUEST 33:

Any and all documents concerning your purported acquisition of the copyright to the Video.

RESPONSE TO REQUEST 33:

Responding Party objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege and/or attorney work product doctrine.

Responding Party objects to this Request on the ground that the Request is overbroad and burdensome. Responding Party objects to this Request to the extent it seeks confidential settlement communications.

Without waiver of the foregoing, Responding Party responds as follows: Responding Party will endeavor to collect and produce the documents through which Todd Clem transferred his copyright interest in the Video to Responding Party, within a reasonable period of time.

REQUEST 34:

Any and all documents concerning the settlement of your claims against Todd Alan Clem, including any documents containing communications between you or your agents or attorneys and the agents or attorneys of Todd Alan Clem.

RESPONSE TO REQUEST 34:

Responding Party objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Responding Party objects to this Request on the ground that the Request is overbroad and burdensome. Responding Party objects to this Request to the extent it seeks confidential settlement communications. Without waiver of the foregoing, Responding Party responds as follows: Responding Party will endeavor to collect and produce the documents which comprise the settlement agreement between Responding Party and Todd Clem.

REQUEST 35:

Any and all documents published about you in any newspaper, magazine, book, or other hard-copy or electronically published publication during the Relevant Time Period.

RESPONSE TO REQUEST 35:

Responding Party objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege and/or attorney work product doctrine. Responding Party objects to this Request on the ground that the requested documents are not identified with reasonable particularity. Responding Party objects to this Request on the ground that the Request is overbroad and burdensome. Responding Party objects to this Request on the ground that it is so broad on its face that it requires production of irrelevant documents and

that you intend to or may rely upon during trial of this action, either as evidence or for purposes of impeachment, or for refreshing the recollection of a witness.

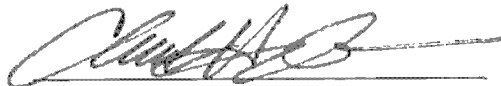
RESPONSE TO REQUEST 50:

Responding Party objects to this Request to the extent that it seeks documents protected from disclosure by the attorney-client privilege and/or attorney work product doctrine.

Responding Party objects to this Request on the ground that the requested documents are not identified with reasonable particularity. Responding Party further objects to this Request on the ground that it requires Responding Party to produce documents that would not be created until trial.

DATED: August 21, 2013

Respectfully submitted,



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via U.S. First Class Mail this 21 day of August, 2013 to the following:

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EXHIBIT D

**Plaintiff Terry Gene Bollea's Supplemental
Production of Documents BOLLEA000732—BOLLEA000778 –
Privilege Log**

AUTHOR	RECIPIENT	DATE	DOCUMENT TYPE	DESCRIPTION OF WITHHELD INFORMATION	REASON FOR WITHHOLDING
Charles J. Harder, Esq.	Stephen C. Diaco, Esq.	10/17/12	Email	Email reflecting confidential settlement communications	Confidential Settlement Communications (“CSC”)
Stephen C. Diaco, Esq.	Charles J. Harder, Esq.	10/17/12	Email	Emails reflecting confidential settlement communications	CSC
Stephen C. Diaco, Esq.	Charles J. Harder, Esq.	10/17/12	Email	Emails reflecting confidential settlement communications	CSC
Stephen C. Diaco, Esq.	Charles J. Harder, Esq.	10/17/12	Proposed Settlement Terms	Omitted – Confidential settlement communication	CSC
Stephen C. Diaco, Esq.	Charles J. Harder, Esq.	10/18/12	Email	Emails reflecting confidential settlement communications	CSC
Charles J. Harder, Esq.	Stephen C. Diaco, Esq.	10/23/12	Email	Emails reflecting confidential settlement communications	CSC
Stephen C. Diaco, Esq.	Charles J. Harder, Esq.	10/24/13	Email	Emails reflecting confidential settlement communications	CSC
Charles J. Harder, Esq.	Stephen C. Diaco, Esq.	10/25/12	Email	Emails reflecting confidential settlement communications	CSC

Brian P. Motroni, Esq.	Charles J. Harder, Esq.	10/26/12	Email	Emails reflecting confidential settlement communications	CSC
Stephen C. Diaco, Esq.	Charles J. Harder, Esq.	10/29/13	Email	Emails reflecting confidential settlement communications	CSC
Brian P. Motroni, Esq.	Charles J. Harder, Esq.	10/29/12	Email	Emails reflecting confidential settlement communications	CSC
Stephen C. Diaco, Esq.	Charles J. Harder, Esq.	10/29/13	Email	Emails reflecting confidential settlement communications	CSC
Stephen C. Diaco, Esq.	Charles J. Harder, Esq.	10/29/13	Email	Emails reflecting confidential settlement communications	CSC
Charles J. Harder, Esq.	Brian P. Motroni, Esq.	10/29/12	Email	Emails reflecting confidential settlement communications	CSC
Stephen C. Diaco, Esq.	Charles J. Harder, Esq.	10/30/13	Email	Emails reflecting confidential settlement communications	CSC
Stephen C. Diaco, Esq.	Charles J. Harder, Esq.	10/31/13	Email	Emails reflecting confidential settlement communications	CSC
Stephen C. Diaco, Esq.	Charles J. Harder, Esq.	10/31/13	Email	Emails reflecting confidential settlement communications	CSC