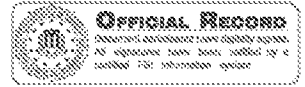


EXHIBIT 59-C

to the

**CONFIDENTIAL DECLARATION
OF GREGG D. THOMAS
IN SUPPORT OF PLAINTIFFS' OBJECTIONS**

UNCLASSIFIED



FEDERAL BUREAU OF INVESTIGATION

Electronic Communication

Title: (U) Opening EC

Date: 10/16/2012

From: TAMPA

TP-PRA

Contact: [Redacted]

Approved By: SSRA [Redacted]

Drafted By: [Redacted]

Case ID #: 9B-TP-2534791 (U) [Redacted]

b6 -1, 2
b7C -1, 2
b7E -2

TERRY BOLLEA (VICTIM);
EXTORTION - ALL OTHER NONAGGRAVATED
THREATS

Synopsis: (U) [Redacted]

[Redacted]

[Redacted]

Details:

On October 3, 2012 Gawker Media released a one minute video on their website of a sex tape involving Terry Bollea (aka Hulk Hogan) and Heather Clem, former wife of local radio station host [Redacted] (aka [Redacted]). During multiple media appearances, Bollea denied knowledge of the original filming of the sex tapes and further denied consent to be filmed. Gawker Media has contested that Bollea has no reasonable expectation of privacy, refused to remove the video from their website and has refused to comply with a cease and desist letter. Further, the website TMZ reported that they transcribed the tape and [Redacted] on camera, is heard saying words to the effect that if he ever wanted to retire, he had his retirement fund (referring to the sex tape).

b6 -2
b7C -2

On October 15, 2012, after contacting local law enforcement, Bollea and his attorney David Houston made an in-person complaint at the Tampa Division Pinellas Resident Agency (PRA). Bollea denied any

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UNCLASSIFIED

Title: (U) Opening EC
Re: 9B-TP-2534791, 10/16/2012

knowledge of the tapes as well as denied providing consent to [redacted] or Heather Clem to tape him during the sex act.

Houston advised PRA Agents that [redacted] [redacted] initially contacted him on several occasions between October 10, 2012 through October 12, 2012. During these conversations and e-mail exchanges, [redacted] stated that he represents the possessor of additional sex tapes involving Bollea and Heather Clem. [redacted] further stated that he was willing to negotiate a price for Bollea to purchase the copyrights of the tapes. Additionally, [redacted] stated that Bollea used racial epitaphs in one of the tapes and, if released, would damage Bollea's career.

b6 -2
b7C -2

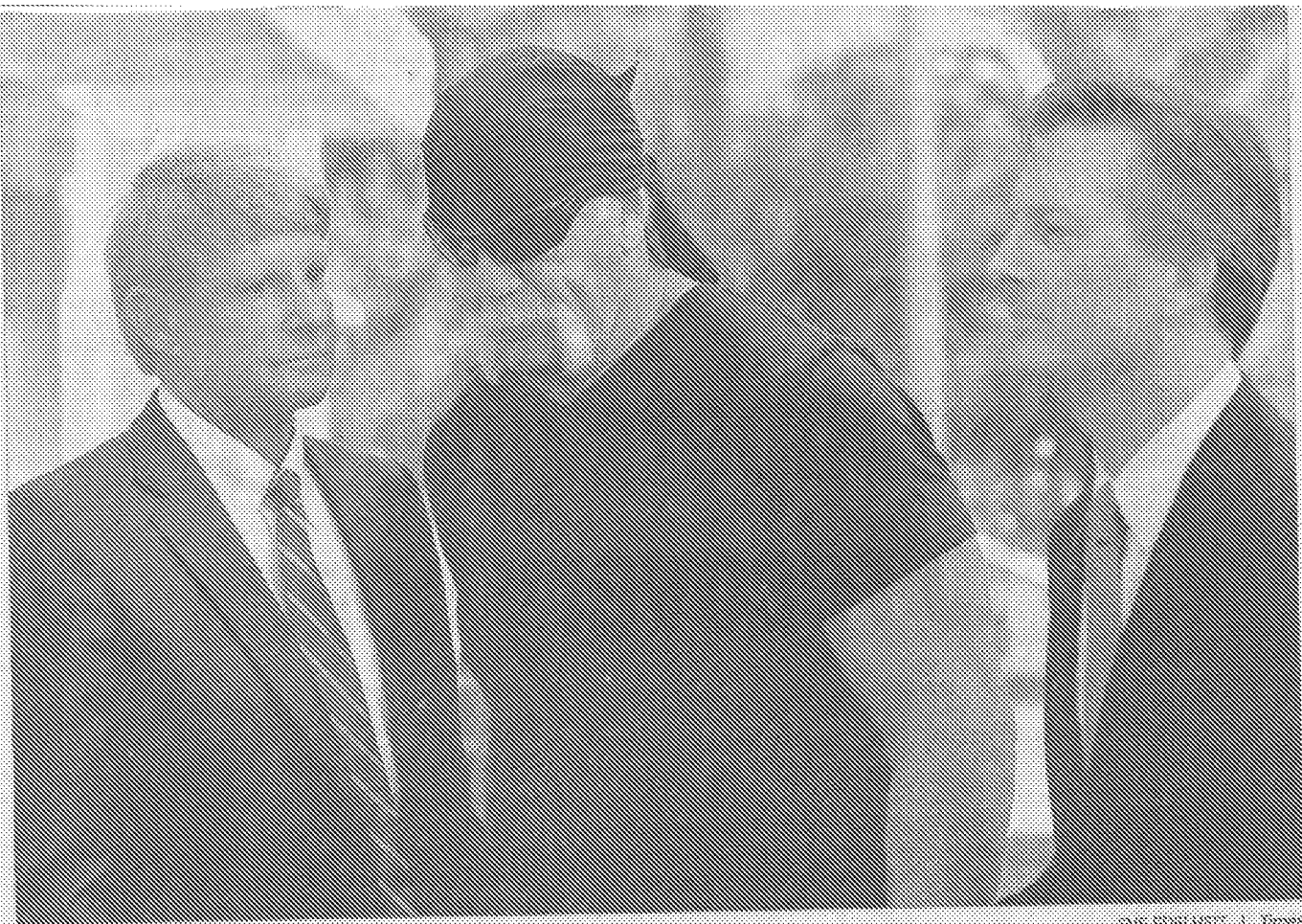
When questioned by PRA Agents, Bollea stated he had sexual intercourse with Clem approximately three to four times but did not know he was being filmed and did not consent to the filming.

On October 16, 2012 AUSA [redacted] concurred with opening an extortion investigation into this incident. As such, it is requested that Tampa Division open a 9B Extortion investigation. This matter will be assigned to Case Agent SA [redacted] and Co-case Agent SA [redacted]

b6 -1, 3
b7C -1, 3

◆◆

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EVE EDLHEIT | Times

Hulk Hogan stands between his attorneys, David Houston, left, and Charles Harder after Monday's news conference on the steps of the federal courthouse in Tampa. To watch coverage of the news conference, go to video.tampabay.com.

Hogan files two suits over sex tape

Attorney: The secret video exceeds "the bounds of human decency."

BY WILLIAM R. LEVEQUE
AND ERIC DESSANS
Times Staff Writers

TAMPA — Attorneys for wrestling star Terry "Hulk Hogan" Bollea filed two lawsuits Monday seeking damages against his onetime best friend, Bubba the Love Sponge Clem, and Gawker Media over a tape of Hogan having sex with Clem's former wife.

The ex-wife, Heather Cole, also is named as a defendant.

The video, Hogan has said, was filmed six years ago without his knowledge when Cole was still married to Clem, and when Hogan was married to Linda Hogan, whom he has since divorced.

The video has sparked more than a week's worth of media interviews and gossip website coverage, with Gawker posting clips from the video. TMZ.com reporting comments made by Clem at the video's end indicating he knew the video was

quoting an unnamed source who said a disgruntled employee of Clem's leaked the video.

A silent and grim-looking Hogan, 59, appeared with his attorneys at a late-afternoon news conference at the steps of the federal courthouse.

"I'm hopeful today (the lawsuits) send the message very clearly to any other entities out there that may be considering posting all or part of this video, or for that matter any other material that would violate my client's rights. If you do so we have plenty of room on the front page of this complaint to add your name," said David Houston, Hogan's personal counsel.

He said the video was an "attempt to destroy (Hogan's) life." The attorneys said they also may pursue state or federal charges against those involved if the secret taping violated the law.

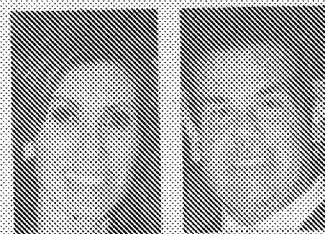
"Mr. Hogan had a reasonable expectation of his privacy but

as all Americans have a reasonable expectation of their privacy in their bedrooms," said attorney Charles Harder. "The actions of the defendants was illegal, it was outrageous and it exceeded the bounds of human decency."

Hogan's state court lawsuit, which seeks damages in excess of \$15,000, names Clem and his ex-wife as defendants. The federal lawsuit, which seeks \$100 million in damages, was filed against Gawker and related companies.

Hogan, dressed in a black shirt, jeans and reflective sunglasses, walked to a black limo and departed after the news conference without speaking to reporters.

"Bubba's the victim here," said Stephen Diaco, an attorney and longtime friend of Clem's who often acts as his counsel. Diaco, who noted Clem can't speak on the issue due to provisions in his divorce settlement, added, "I don't



Heather Cole, left, and Bubba the Love Sponge Clem are both named in the state court suit over the sex tape.

know how you sue a victim."

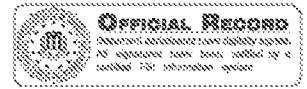
Gawker declined comment.

Hogan's appearance on several national media outlets to discuss the tape, including CNN's *Piers Morgan Tonight* and Howard Stern's show, has led some critics to wonder if this is a publicity stunt.

About 20 reporters and television news crews attended the news conference, half the crowd following Hogan like a flurry of mosquitos as he walked to the limo.

William R. Leveque can be reached at leweque@tampabay.com.

GAWKER-5



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FEDERAL BUREAU OF INVESTIGATION

Date of entry 10/16/2012

DAVID HOUSTON, office number redacted . cell phone number redacted was interviewed at the Pinellas Resident Agency of the FBI. Also present during the interview was HOUSTON's client, TERRY BOLLEA. After being advised of the identity of the interviewing Agents and the nature of the interview, HOUSTON provided the following information:

HOUSTON was asked to explain what law enforcement agencies he had spoken with prior to his visit to the FBI. HOUSTON advised since [redacted] (hereinafter referred to as [redacted], also known as [redacted] resided in Tierra Verde, FL as well as the sex act took place in Tierra Verde, FL, he had contacted the St. Petersburg Police Department (SPPD). b6 -2, 5 Prior to SPPD, HOUSTON had contacted the Clearwater Police Department b7C -2, 5 (CPD). SPPD Major [redacted] spoke with the State Attorney's Office and told HOUSTON that the filming of the sex act between BOLLEA and HEATHER CLEM was out of statute and a criminal investigation would not be initiated. HOUSTON was also encouraged to speak with the FBI.

Agent Note: Interviewing Agents explained the jurisdiction of Tierra Verde and St. Petersburg and recommended that if needed, HOUSTON consult with the Pinellas Sheriff's Office as they have jurisdiction over Tierra Verde.

Since GAWKER released the one minute of the BOLLEA sex tape, HOUSTON has been contacted by a number of outlets to include [redacted], an [redacted] of the website thedirty.com; TMZ and others. [redacted] has claimed that he has seen the sex tapes and has been helpful to HOUSTON. [redacted] LNU (last name unknown) and [redacted] from TMZ contacted HOUSTON soon after the one minute clip came out on GAWKER on October 3, 2012. [redacted] and [redacted] advised HOUSTON that they transcribed the tape and after the sex act was over, BOLLEA leaves the room. Once BOLLEA is gone, [redacted] walks into the room and made a comment, while laughing, to the effect of the tape being a retirement fund if ever needed. b6 -2, 4 b7C -2, 4

Following the conversation with [redacted] and [redacted] HOUSTON was contacted directly by [redacted] attorney for [redacted] Prior to [redacted] phone call, [redacted] was still denying that he was at all behind the taping

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Investigation on 10/15/2012 at Clearwater, Florida, United States (In Person)

File # 9B-TP-2534791 Date drafted 10/16/2012

by [redacted]

b6 -1 b7C -1

UNCLASSIFIED//FOUO

9B-TP-2534791

Continuation of FD-302 of Interview of David Houston, On 10/15/2012, Page 2 of 2

[redacted] of the sex act. [redacted] stated to HOUSTON that [redacted] would at that point, not deny the taping. HOUSTON felt that this statement violated [redacted] and [redacted] attorney-client privilege.

b6 -2
b7C -2

HOUSTON was initially contacted via e-mail by [redacted] on October 10, 2012. After exchanging e-mails, [redacted] and HOUSTON spoke on the telephone whereby [redacted] stated to HOUSTON that he was a [redacted] that represented the possessors of additional sex tapes involving BOLLEA and HEATHER CLEM. [redacted] further stated that he would negotiate with HOUSTON and BOLLEA for the purchase of the copyrights of the tapes. [redacted] stated that it would have to "be worth his while" financially to sell the tapes. He also indicated to HOUSTON that negotiating in this way was his specialty.

In a subsequent conversation between HOUSTON and [redacted] stated that he had reviewed the tapes and said one of the tapes contained racial epitaphs which could hurt BOLLEA's career if released. [redacted] also claimed that the possessors of the tapes obtained them legally as they purchased a laptop which contained said images/tapes. HOUSTON set further conversation up for a conference call and has not had additional contact with [redacted] since October 12, 2012. (HOUSTON provided e-mails which will be kept in a 1A folder in the file)

b6 -2
b7C -2

Agent Note: Contained within the 1A are interview notes containing statements from both BOLLEA and Houston. Separate 302's were written to separate the statements.

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GAWKER-7

Set tape

[Redacted]

From:
Sent:
To:
Subject:

[Redacted]

Thursday, October 11, 2012 8:00 AM

[Redacted]

RE: 10.10.12 Hogan Matter

[Redacted]

AAA
As set for

b6 -2, 4
b7C -2, 4

I will be available today after 12 Noon PST.

[Redacted]

From: [Redacted]

Sent: Wednesday, October 10, 2012 3:28 PM

To: [Redacted]

Subject: 10.10.12 Hogan Matter

10/10/2012 3:28 PM

Dear [Redacted]

Please be advised this office represents Hulk Hogan. We are certainly distraught as to the tape being not only created, but as well leaked to Gawker.com.

I am not certain you are aware, but Mr. Bollea had absolutely no knowledge as to the fact he was being taped, and further has never given consent nor authorization for any sort of production or distribution of the same.

I do not have any objection speaking with you, however wanted you to be aware of those facts in advance. When is a good time to call you?

Sincerely,
David R. Houston

[Redacted]

to

David R. Houston, Esq.
432 Court Street
Reno, NV 89501
775-786-4188
775-786-5091 FAX

b6 -4
b7C -4

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www.ndaa.org/pdf/voyensin
statute
mar
09.pdf
18 USC
1701

[Redacted]

From: [Redacted]
Sent: Friday, October 12, 2012 11:34 AM
To: David Houston
Subject: RE: Hulk Hogan Tape

b6 -2, 4
b7C -2, 4

David,

I have viewed all materials and am now able to speak more substantively.

Call at your convenience.

*File in
Hogan*

[Redacted]

[Redacted]
Phone [Redacted] Fax [Redacted]
[Redacted] email [Redacted]

The information in this electronic mail message is confidential and for use of only the named recipient. The information may be protected by privilege, work product immunity or other applicable law. If you are not the intended recipient the retention, dissemination, distribution or copying of this e-mail message is strictly prohibited. If you receive this message in error please notify us immediately at [Redacted] or by e-mail at [Redacted]

From: David Houston [mailto:dhouston@houstonatlaw.com]
Sent: Wednesday, October 10, 2012 2:36 PM
To: [Redacted]
Subject: RE: Hulk Hogan Tape

b6 -2, 4
b7C -2, 4

I will get this to David and we can make a plan from there

[Redacted]
[Redacted] to

David R. Houston, Esq.
432 Court Street
Reno, NV 89501
775-786-4188
775-786-5091 FAX

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Tax Advice Disclosure: To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code; or (2) promoting, marketing or recommending to another party any matters addressed herein.

From: [Redacted]
Sent: Wednesday, October 10, 2012 2:33 PM
To: David Houston
Subject: Re: Hulk Hogan Tape

I have been asked to represent the rights holder of the footage. I am considering representing the possessor of the tapes but would like to discuss this matter prior to my engagement.

[Redacted]

Sent from my mobile device.

On Oct 10, 2012, at 2:30 PM, "David Houston" <dhouston@houstonatlaw.com> wrote:

10/10/2012 2:30 PM

[Redacted]

Mr. Houston is unaware of whom you might be. Could you please give us more information as to what you need and/or have re. Hulk Hogan tape.

Thank you

Sincerely,

[Redacted]

[Redacted] to

David R. Houston, Esq.
432 Court Street
Reno, NV 89501
775-786-4188
775-786-5091 FAX

b6 -2, 4
b7C -2, 4

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-----Original Message-----

From: [Redacted]

Sent: Wednesday, October 10, 2012 2:14 PM

To: David Houston

Subject: Hulk Hogan Tape

Please call me regarding above.

[Redacted]

Sent from my mobile device.

SK

[Redacted]

From: [Redacted]
Sent: Thursday, October 11, 2012 3:20 PM
To: [Redacted]
Subject: Re: 10.11.12 Hogan

Thank you [Redacted] David. [Redacted]

On Thu, Oct 11, 2012 at 3:10 PM, [Redacted] wrote:

10/11/2012 3:10 PM

b6 -4
b7C -4

Dear [Redacted]

I want to thank you very much for your telephone call and advise you of the following. You have been kind enough to alert me you have been offered what I have termed to be illegal material in the form of tapes as it pertains to Hulk Hogan.

Your advice to me was that you would not run the same. I am herewith providing you with our appreciation for your willingness to abide by at least the basic rules of human decency.

Further, this office nor any other office representing Mr. Hogan would ever consider bringing any action against you, based upon your willingness not to run this material and further your willingness to provide us with the literal heads up as to what was coming.

I want to thank you again and advise, absent your cooperation this certainly could have been harmful to my clients' wellbeing. It is something that I will also convey to Mr. Hogan. Your willingness not to involve in what amounts to a cheap extortion scheme is appreciated and clearly there is no reason to consider Mr. Hogan would ever bring litigation against you based upon your actions up and to this point in time.

Sincerely,

David R. Houston

[Redacted]

b6 -4
b7C -4

[Redacted] to

David R. Houston, Esq.
432 Court Street
Reno, NV 89501
775-786-4188
775-786-5091 FAX

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redacted

8/11/53

Clearwater Beach, FL 33767

redacted

Terry Bollea redacted

10/15/12

[redacted]

David Houston
Reno, NV

redacted

- spoke with Pinellas - Talk to
St. Pete

b6 -1, 2, 4
b7C -1, 2, 4

- spoke w/ [redacted] - St. Pete

State Attorney - statute problems

Houston

[redacted]

Interested in purchasing copy rights

- Contacted by [redacted] has tapes

- sex 3-4 times - make which video

- Tape had to have been before [redacted] accident -

Approximately 5 1/2 - 6 years

2 years - Heather would make advances
Bollea,

[redacted] wife - [redacted] files for divorce -

[redacted] tells Bollea to come over

b6 -1, 2, 4
b7C -1, 2, 4

[redacted] called - Told Heather coming over

- Bollea - "You aren't filming this are you"

- 3-4 months - all sex acts

- Pictures came out

- Called [redacted]

- He blamed Heather

Bollea

Known security
cameras existed
w/ audio if filming

→ Anonymous source
→ October 3

- Gawker video comes out
- Called [redacted] - why?
[redacted] said "How could you do this to us?"
- went on Howard / Today show
→ Defending [redacted] whole time

[redacted] turned off tape

Houston

- TMZ calls - [redacted]
→ Transcribed tape - leave room
[redacted] "Kercher - This is our retirement fund if we need this" / Laughing
→ found out it was [redacted]

b6 -2, 4
b7C -2, 4

[redacted] Still denying had anything to do w/ it

Houston

[redacted] - called David Houston
→ Not denying filming tape

b6 -2, 4
b7C -2, 4

Terry Baker

- Didn't know taped
- Didn't consent

- Not publicity stunt

Email - Initial

→ [redacted]

b6 -2
b7C -2

Houston

- Phone call - Represented possessor + indiv's who wished to distribute
[redacted] Terry called

Purchase the copyright laws

- "In it for contingency fee"

→ worth his while

- Indicated it was his specialty

- said one of tapes contains racial epithets - could hurt Bollea's ~~career~~ ^{career}

- claiming laptop purchased - images purchased I would be legal

Houston

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9B-TP-2534791

Continuation of FD-302 of Interview of Terry Bollea, On 10/15/2012, Page 2 of 2

over his residence and wanted to make sure he was not filming in the bedroom. BOLLEA denied any knowledge of filming taking place in the bedroom and denied ever consenting to being filmed.

In April 2012, grainy pictures emerged which showed BOLLEA engaged in sexual intercourse with who he knew then to be H. CLEM. BOLLEA immediately contacted [REDACTED] which BOLLEA advised had been his long time best friend to ask him where the pictures came from and how they were released. [REDACTED] denied having anything to do with the pictures and blamed H. CLEM.

On October 3, 2012, GAWKER released a one minute video showing the sexual act between BOLLEA and H. CLEM. BOLLEA called [REDACTED] to ask why he would tape the two of them and release it. [REDACTED] denied having anything to do with the taping and release of the tape and asked how H. CLEM could have done this to he and BOLLEA. BOLLEA stated he believed at the time that [REDACTED] had nothing to do with the filming and release of the tape. Based on these statements, BOLLEA, who had previously scheduled media appearances for his wrestling show, went on the Howard Stern show, Today show and others defending [REDACTED]

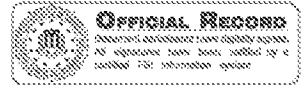
b6 -2
b7C -2

BOLLEA learned from his attorney that the media company TMZ stated [REDACTED] made statements on camera regarding the tape being their retirement fund after BOLLEA left the room. BOLLEA questioned [REDACTED] regarding this statement, yet [REDACTED] continued to deny that he had anything to do with the filming. BOLLEA has gotten numerous text messages from [REDACTED] denying he had anything to do with the taping of the sex act as well as blaming H. CLEM. BOLLEA keeps all text messages and provides them to Houston and will make them available to interviewing Agents.

b6 -2
b7C -2

BOLLEA was asked by interviewing Agents whether the whole situation is some type of publicity stunt. BOLLEA denied it was a publicity stunt as he stands to make several million dollars if he would give his consent and sell the tape. BOLLEA is not interested in this scenario, rather he wants to prosecute whoever did this to him.

Agent Note: Contained within the 1A are interview notes containing statements from both BOLLEA and Houston. Separate 302's were written to separate the statements.



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FEDERAL BUREAU OF INVESTIGATION

Date of entry 10/22/2012

DAVID HOUSTON, contacted writer telephonically. After being advised of the identity of the interviewing Agent and the nature of the interview, HOUSTON provided the following information:

HOUSTON was asked to provide additional detail regarding the e-mail he sent writer on 10/19/2012 stating there may be additional sex tapes involving other individuals. HOUSTON stated he is receiving information from [redacted] of TMZ, although he would like to keep [redacted] identity confidential because he is a good source of information.

b6 -2, 4
b7C -2, 4

Regarding the FBI Agent that was possibly filmed by [redacted] [redacted] HOUSTON stated TERRY BOLLEA knows the Agent, has met him and could provide the name to writer.

HOUSTON stated BOLLEA called him earlier in the week to tell him he went on Twitter to call [redacted] HOUSTON further stated he warned BOLLEA not to make any public comments about the ongoing matter.

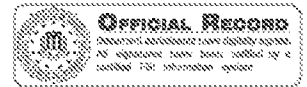
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Investigation on 10/19/2012 at Clearwater, Florida, United States (Phone)

File # 9B-TP-2534791 Date drafted 10/22/2012

by [redacted]

b6 -1
b7C -1



UNCLASSIFIED//FOUO

FEDERAL BUREAU OF INVESTIGATION

Date of entry 10/24/2012

TERRY BOLLEA, was re-interviewed at the Pinellas RA of the FBI. Also present during the interview was BOLLEA's attorney, DAVID HOUSTON. After being advised of the identity of the interviewing Agents and the nature of the interview, BOLLEA provided the following information:

BOLLEA provided the following telephone numbers: [redacted] b6 -2, 4
[redacted] HEATHER CLEM [redacted] ex-wife) redacted [redacted] b7C -2, 4
(BOLLEA's ex-wife) [redacted] LNU (last name unknown)
[redacted]

Interviewing Agents asked BOLLEA whether there are additional individuals to his knowledge that were close enough to [redacted] to have b6 -2, 4
potentially slept and have been filmed with HEATHER CLEM. BOLLEA advised b7C -2, 4
that the individuals he could think of include [redacted]
[redacted] former [redacted] brother (FNU [redacted],
former NFL star [redacted] FNU [redacted] and
possible [redacted] LNU. BOLLEA has met [redacted] LNU in the past and
believes that he is an FBI agent in Indiana.

BOLLEA was asked whether he recalled a time whereby [redacted] entered the room while he was with HEATHER CLEM to talk to him. BOLLEA recalled this b6 -2
happening during one of the sex acts as [redacted] was "dogging" BOLLEA by b7C -2
pulling his hair extensions in front of HEATHER CLEM. BOLLEA thought this was strange as the two had just had sex or were about to have sex.

BOLLEA began speculating on possible links and issues regarding rights to the BOLLEA sex tapes between various individuals involved in the investigation and their attorneys. This includes, [redacted] b6 -2, 4
[redacted] husband [redacted] (also b7C -2, 4
[redacted] HEATHER CLEM and [redacted]

Based on text messages provided by HOUSTON between BOLLEA and [redacted] interviewing Agent asked BOLLEA who [redacted] was. BOLLEA advised [redacted] is the nickname of [redacted] b6 -2, 4
[redacted] b7C -2, 4

BOLLEA advised the name [redacted] in the text messages refer to [redacted] former girlfriend. BOLLEA stated [redacted] contacted him

UNCLASSIFIED//FOUO

Investigation on 10/22/2012 at Clearwater, Florida, United States (In Person)

File # 9B-TP-2534791 Date drafted 10/24/2012

by [redacted]

b6 -1
b7C -1

and pierce morgan you
know they will ask u and
heather for you
story, especially after we
file the civil and criminal
papers

Tell the truth buddy. And
the truth is. I was cool with
it. U were NOT married.
And it only happened
cause she had drove me
crazy about fucking you.
And now people can figure
out why. Cause it looks
like we got set up.

Of course run all that by
David

Cool lets try to talk in an
hour, maby u should blow
in a call to

Text Message

Ur here to talk about anything but that.

iMessage

Oct 8, 2012, 3:08 PM

Just got out of the dentist office

Oct 9, 2012, 8:02 AM

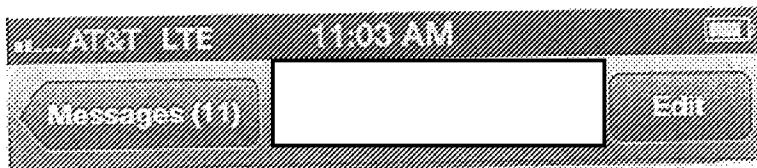
V Walking into [REDACTED] right now, wish u were here [REDACTED]

Me2 buddy. Actually that would have been the way we could have perhaps soften this

Oct 9, 2012, 8:41 AM

I'm getting texts. I hope [REDACTED] isn't trying to slant that I had anything to do

b6 -4
b7C -4



b6 -2, 4
b7c -2, 4

All of this is happening because of you you lie to me and had a [redacted] filmed everything that's the only reason all of this is happening

Oct 12, 2012, 10:56 AM

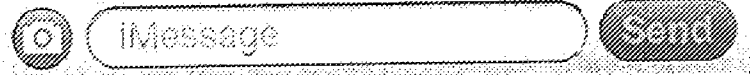
Why did u stop responding ?can u talk or do u have to clear things with you lawyer? [redacted]

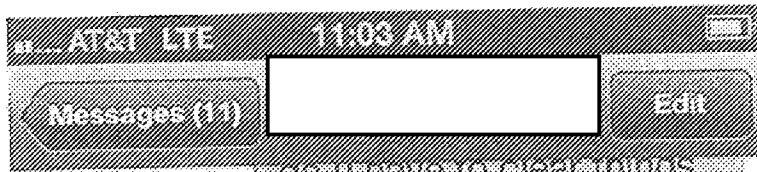
No [redacted] I have [redacted] in the car. Headed to Ocala.

Ok cool, sorry

Delivered

Listen u know that i love you terry period. please stop publicly burying me. I didn't release the





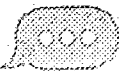
do u have to clear things with you lawyer?

No [redacted] I have [redacted] in the car. Headed to Ocala.

Ok cool, sorry

Delivered

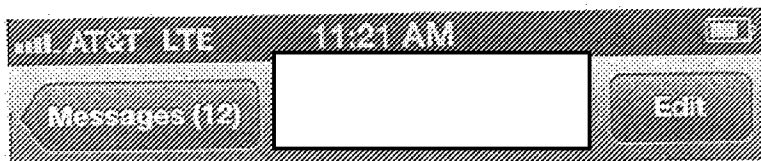
Listen u know that i love you terry period. please stop publicly burying me. I didn't release the footage, and im suffering horribly from all of this. the thing that hurts the most is that u r upset with Me. I have always tried to protect You /ur family during tragedies far worse than a sex video.



iMessage

Send

b6 -2, 4
b7c -2, 4



than a sex video.

Nobody has stood by u
more than me.
From helping with
[redacted] career to [redacted]
wreck to calling the sheriff
while [redacted] was in jail. To
actually introducing u to
[redacted] at doll house.
We have so much history.
This is a bad deal that was
the by product of a very
evil woman that I'm very
embarrassed to have been
married to. I'm very sorry
/embarassed / we both are
going thru this. It's not
good for me either

Oct 12, 2012, 11:16 AM

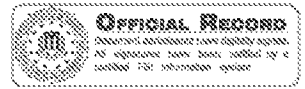
You told me to tell the
truth so how am I burying



iMessage

Send

b6 -2, 4
b7C -2, 4



UNCLASSIFIED//FOUO

FEDERAL BUREAU OF INVESTIGATION

Date of entry 10/24/2012

DAVID HOUSTON, was re-interviewed at the Pinellas RA of the FBI. Also present during the interview was HOUSTON's client, TERRY BOLLEA. After being advised of the identity of the interviewing Agents and the nature of the interview, HOUSTON provided the following information:

At approximately 6:35 PM EST, HOUSTON contacted [redacted] for the purpose of conducting a consensually monitored telephone call. The call lasted approximately 45 minutes. (Note - a transcript of the call will be made at a later date) At the conclusion of the call, HOUSTON provided the following information:

b6 -2
b7C -2

The following telephone numbers were provided for [redacted] [redacted] and [redacted]

Interviewing Agents asked HOUSTON if he was willing to give up his attorney-client privilege by being a witness in the ongoing investigation. HOUSTON confirmed that he understood the privilege would be potentially lost, to include any civil suits by being a witness in the ongoing criminal investigation and that he intended to continue.

HOUSTON advised that [redacted] attorney, [redacted] has contacted HOUSTON and has advised that [redacted] is more or less broke. [redacted] has multiple properties in Tierra Verde, FL to include a vacant lot. Further, HOUSTON has been approached by [redacted] and his attorneys to settle the civil suits they have filed. One of the stipulations in the settlement posed by [redacted] was that [redacted] would not be prosecuted criminally.

b6 -2, 4
b7C -2, 4

HOUSTON provided Interviewing Agents several e-mails between he and [redacted] and he and [redacted] HOUSTON also provided copies of text messages between BOLLEA and [redacted] from 10/6/2012 to present. Both will be kept in a 1A in the case file.

Agent note - Contained within the 1A are interview notes containing statements from both BOLLEA and HOUSTON. Separate 302's were written to separate the statements.

UNCLASSIFIED//FOUO

Investigation on 10/22/2012 at Clearwater, Florida, United States (In Person)

File # 9B-TP-2534791 Date drafted 10/24/2012

by [redacted]

b6 -1
b7C -1

EXHIBIT B



October 29, 2012

b6 -2
b7C -2

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 were not true. I was wrong and I am deeply sorry for my reaction, and for the additional pain that it caused Hulk on top of the pain that he was already feeling from having learned that he was taped without his knowledge, and the public release of the video.

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

Sincerely,

A rectangular black box redacting the signature, with a horizontal line extending to the right from its right edge.



Thursday, November 1, 2012

ATTORNEY SEARCH

Keith M Davidson - #212216

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	212216		
Address:	Keith M. Davidson & Associates, P.L.C. 8383 Wilshire Blvd Ste 510 Beverly Hills, CA 90211 Map it	Phone Number:	(323) 658-5444
		Fax Number:	(323) 658-5424
		e-mail:	keith@kmdlaw.com
County:	Los Angeles	Undergraduate School:	Boston Coll; Chestnut Hill MA
District:	District 2	Law School:	Whittier Coll SOL, CA
Sections:	Litigation		

Status History

Effective Date	Status Change
Present	Active
11/19/2010	Active
8/21/2010	Not Eligible To Practice Law
12/5/2000	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Effective Date	Description	Case Number	Resulting Status
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Disciplinary and Related Actions

Overview of the attorney discipline system.

8/21/2010	Discipline w/actual suspension	07-O-12913	Not Eligible To Practice Law
3/17/2010	Stipulated disposition filed in SBCI	07-O-12913	

Administrative Actions

This member has no public record of administrative actions.

Copies of official attorney discipline records are available upon request.

(Do not write above this line.)

State Bar Court of California Hearing Department Los Angeles		
Counsel For The State Bar Jean Cha Deputy Trial Counsel 1149 S. Hill Street Los Angeles, CA 90015 (213) 765-1000 Bar # 228137	Case Number (s) 07-O-12913; 08-O-11661 & 08-O-14847-PEM	(for Court's use) PUBLIC MATTER FILED MAR 17 2010 STATE BAR COURT CLERK'S OFFICE SAN FRANCISCO
Counsel For Respondent Arthur Margolis Margolis & Margolis LLP 2000 Riverside Drive Los Angeles, CA 90039 (323) 953-8996 Bar # 57703	Submitted to: Settlement Judge STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION AND ORDER APPROVING ACTUAL SUSPENSION <input type="checkbox"/> PREVIOUS STIPULATION REJECTED	
In the Matter Of: Keith M. Davidson Bar # 212216 A Member of the State Bar of California (Respondent)		

Note: All information required by this form and any additional information which cannot be provided in the space provided, must be set forth in an attachment to this stipulation under specific headings, e.g., "Facts," "Dismissals," "Conclusions of Law," "Supporting Authority," etc.

A. Parties' Acknowledgments:

- (1) Respondent is a member of the State Bar of California, admitted December 5, 2000.
- (2) The parties agree to be bound by the factual stipulations contained herein even if conclusions of law or disposition are rejected or changed by the Supreme Court.
- (3) All investigations or proceedings listed by case number in the caption of this stipulation are entirely resolved by this stipulation and are deemed consolidated. Dismissed charge(s)/count(s) are listed under "Dismissals." The stipulation consists of 20 pages, not including the order.
- (4) A statement of acts or omissions acknowledged by Respondent as cause or causes for discipline is included under "Facts."
- (5) Conclusions of law, drawn from and specifically referring to the facts are also included under "Conclusions of Law".

(Stipulation form approved by SBC Executive Committee 10/16/00. Revised 12/16/2004; 12/13/2006.)

Actual Suspension



(Do not write above this line.)

Attachment language begins here (if any):

**ATTACHMENT TO
STIPULATION RE FACTS, CONCLUSIONS OF LAW AND DISPOSITION**

IN THE MATTER OF: KEITH M. DAVIDSON, 212216
CASE NUMBERS: 07-O-12913; 08-O-11661; 08-O-14847 – PEM

Respondent admits the facts set forth in the stipulation are true and that he is culpable of violations of the specified statutes and Rules of Professional Conduct.

Forsyth Matter (07-O-12913)

FACTS

1. In *May* 2006, Charles Forsyth and Bernadine Forsyth employed Respondent to represent their son in a medical malpractice matter. The Forsyths' son suffered from complications stemming from a brain injury.
2. On September 20, 2006, Respondent filed a civil action entitled, *Charles Forsyth, as Conservator and Guardian Ad Litem for Ronald Forsyth, et. al. v. Metropolitan State Hospital, Steve Gholamhosein Rahimi, M.D. et. al.*, Los Angeles County Superior Court case number VC047329 (the medical malpractice action).
3. On September 20, 2006, the court issued a notice setting a case management conference in the medical malpractice action for January 23, 2007. Respondent received proper notice of the Case Management Conference.
4. On November 27, 2006, the California Office of Attorney General (the Attorney General's office) filed a Notice of Hearing on Demurrer and Motion to Dismiss on behalf of defendant Metropolitan State Hospital in the medical malpractice action. Pursuant to the notice, the hearing on the Demurrer was scheduled for January 29, 2007. On November 27, 2006, the Attorney General's office properly served Respondent with the Notice of Hearing on Demurrer and Motion to Dismiss. Respondent received the Notice of Hearing on Demurrer and Motion to Dismiss.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

1.0 THE PARTIES

1.1 This Settlement Agreement and Mutual Release (hereinafter, this "Agreement") is made and deemed effective as of the ____ day of November, 2012, by and between JOHN ROBERTO ("ROBERTO" a pseudonym whose true identity will be acknowledged on a Side Letter Agreement attached hereto as "EXHIBIT A"), on the one part, and [redacted] on the other part. This Agreement is entered into with reference to the facts and circumstances contained in the following recitals.

b6 -2
b7C -2

2.0 RECITALS

2.1 Prior to entering into this Agreement, [redacted] came into possession of certain "Confidential Information" pertaining to ROBERTO, as more fully defined below, some of which is in tangible form, which includes, but is not limited to certain videographic images depicting ROBERTO (collectively the "Property", each as more fully defined below but which all are included and attached hereto as Exhibit "B").

b6 -2
b7C -2

2.2 [redacted] claims that she has been damaged by ROBERTO's alleged threats against her. ROBERTO denies any such claim. ROBERTO alleges that [redacted] has threatened the selling, transferring, licensing, publicly disseminating and/or exploiting the Images and/or Property and/or other Confidential Information, all without the knowledge, consent or authorization of ROBERTO. The parties herein acknowledge and understand that public dissemination of information, true, accurate or not would damage ROBERTO's business interests, personal relationships and ability to earn a living in the future.

2.3 ROBERTO desires to acquire, and [redacted] desires to sell, transfer and turn-over to ROBERTO, any and all tangible copies of the Property and any and all physical and intellectual property rights in and to all of the Property. As a condition of ROBERTO releasing any claims against [redacted] related to this matter, [redacted] agrees to sell and transfer to ROBERTO all of each of their rights in and to such Property. [redacted] agrees to deliver each and every existing copy of all tangible Property to ROBERTO (and permanently delete any electronic copies that can not be transferred), and agrees that she shall not directly or indirectly disclose convey, transfer or assign Property or any Confidential Information to any Third Party, as more fully provided herein.

b6 -2
b7C -2

2.4 It is the intention of the Parties that Confidential Information, as defined herein, shall remain confidential as expressly provided hereinbelow. The Parties expressly acknowledge, agree and understand that the Confidentiality provisions herein and the representations and warranties made by [redacted] herein and the execution by her of the Assignment & Transfer of Copyright are at the essence of this Settlement Agreement and are a material inducement to ROBERTO's entry into this Agreement, absent which ROBERTO would not enter into this Agreement.

b6 -2
b7C -2

2.5 The Parties wish to avoid the time, expense, and inconvenience of potential litigation, and to resolve any and all disputes and potential legal claims which exist or may exist between them, as of the date of this Agreement, regarding the Claims against [redacted] as relates to [redacted] having allowed, whether intentionally, unintentionally or negligently, anyone else other than those listed in section 4.2 hereinbelow to become aware of the existence of and content of the Property, to have gained possession of the Property, and to [redacted] having engaged in efforts to

[redacted].....

disclose, disseminate and/or commercially exploit the Images and/or Property and/or Confidential Information, and any harm suffered by ROBERTO therefrom.

2.6 These Recitals are essential, integral and material terms of this Agreement, and this Agreement shall be construed with respect thereto. The Parties enter into this Agreement in consideration of the promises, covenants and conditions set forth herein, and for good and valuable consideration, the receipt of which is hereby acknowledged.

NOW, THEREFORE, the Parties adopt the foregoing recitals as a statement of their intent and in consideration of the promises and covenants contained herein, and further agree as follows:

3.0 SETTLEMENT TERMS

3.0.1.1 ROBERTO SHALL PAY TO [] \$300,000.00 AS FOLLOWS:

b6 -2
b7C -2

3.0.1.1.1 \$125,000.00 USD upon execution of this Agreement;

3.0.1.1.2 \$50,000.00 USD on the Nine-Month anniversary of execution of this Agreement; and

3.0.1.1.3 \$25,000.00 USD on the Fourteen-Month anniversary of execution of this Agreement;

3.1 Undertakings & Obligations by [] will do each of the following by November _____, 2012:

(a) [] shall execute this Agreement and return a signed copy to ROBERTO;

(b) [] shall transfer and/or assign any and all rights in and to the Property to ROBERTO (as set forth hereinbelow), and execute an Assignment & Transfer of Copyright, in the form attached hereto, and return a signed copy of same to ROBERTO's counsel;

b6 -2
b7C -2

(c) [] shall deliver to ROBERTO every existing copy of all tangible Property. [] shall completely divest herself of any and all artistic media, impressions, paintings, books, coke cans, sketches or any other type of creation by ROBERTO. [] shall transfer all physical, ownership and intellectual property rights to ROBERTO;

(d) [] shall not, at any time from the date of this Agreement forward, directly or indirectly disclose or disseminate any of the Property or any Confidential Information (including that it exists, and/or confirming any rumors as to any such existence) to any third party, as more fully provided herein.

(e) [] shall provide to ROBERTO's counsel (to the extent not already done so and set forth in paragraph 4.2 hereinbelow), summary details disclosing to whom [] or anyone else on [] behalf) disclosed, displayed to, disseminated, transferred to, provided a copy to, and/or distributed, sold, licensed or otherwise sought to have commercially exploit, the Images and/or Property and/or any Confidential Information.

b6 -2
b7C -2

(f) [] shall provide to ROBERTO's counsel the names and contact information of each and any persons or entities who: (1) [] has provided to or who otherwise

ROBERTO _____

[]

obtained possession of the original and/or any copies of any of the Images and/or any Property, if any, (ii) to whom [] has scanned the Images and/or any Property at any time, and (iii) to whom [] knows had, has or may potentially have possession of a copy of the Images and/or any Property at any time, including but not limited to the present time (and specify with detail to which of the referenced categories (i.e., possession, shown, past, present, etc) any name corresponds, the name so relates).

b6 -2
b7C -2

(g) [] shall provide to ROBERTO's counsel copies of any agreements and/or other documentation in [] possession, custody or control, if any, regarding (e) and/or (f) above, that evidences who has or may have been provided a copy of any of the Property.

3.2 Transfer of Property Rights to ROBERTO. In further consideration for the promises, covenants and consideration herein, [] hereby transfers and conveys to ROBERTO all of [] respective rights, title and interest in and to the Property, and any and all physical and intellectual property rights related thereto. Without limiting the generality of the foregoing, [] ROBERTOs hereby sell, assign, and transfer to ROBERTO, her successors and assigns, throughout the universe in perpetuity, all of [] entire right, title, and interest (including, without limitation, all copyrights and all extensions and renewals of copyrights), of whatever kind or nature in and to the Property, without reservation, condition or limitation, whether or not such rights are now known, recognized or contemplated, and the complete, unconditional and unencumbered ownership and all possessory interest and rights in and to the Property, which includes, but is not limited to the originals, copies, negatives, prints, positive, proof sheets, CD-roms, DVD-roms, duplicates, outtake and the results of any other means of exhibiting, reproducing, storing, recording and/or archiving any of the Property or related material, together with all rights of action and claims for damages and benefits arising because of any infringement of the copyright to the Property, and assigns and releases to ROBERTO any and all other proprietary rights and usage rights [] may own or hold in the copyright and/or Property, or any other right in or to the Property. [] assigns and transfers to ROBERTO all of the rights herein granted, without reservation, condition or limitation, and agrees that [] reserves no right of any kind, nature or description related to the Property and contents therein. Notwithstanding the foregoing, if any of the rights herein granted are subject to termination under section 203 of the Copyright Act, or any similar provisions of the Act or subsequent amendments thereof, [] hereby agrees to re-grant such rights to ROBERTO immediately upon such termination. All rights granted herein or agreed to be granted hereunder shall vest in ROBERTO immediately and shall remain vested in perpetuity. ROBERTO shall have the right to freely assign, sell, transfer or destroy the Property as she desires. ROBERTO shall have the right to register sole copyright in and to any of the Property with the US Copyright Office. ROBERTO shall also have the right, in respect to the Property, to add to, subtract from, change, arrange, revise, adapt, into any and all form of expression or tangible communication, and the right to combine any of the Property with any other works of any kind and/or to create derivative works with any of the Property, and to do with it as she so deems. To the fullest extent allowable under the applicable law, [] shall irrevocably waive and assign to ROBERTO any of [] so-called "moral rights" or "droit moral" (laws for the protection of copyrights outside of the United States), if any, or any similar rights under any principles of law which [] may now have or later have in the Property. With respect to and in furtherance of the above, [] agrees to and shall execute and deliver to ROBERTO an "Assignment & Transfer of Copyright", in the form attached hereto as Exhibit "A".

b6 -2
b7C -2

b6 -2
b7C -2



3.2.1 Notwithstanding the foregoing paragraph 3.2, and without in anyway limiting or diminishing from the full transfer and assignment of rights therein without reservation, the Parties understand the purpose of the transfer of rights is to provide ROBERTO the fullest possible ability and remedies to prevent and protect against any dissemination of the Property.

3.3 Delivery of the Property to ROBERTO. Concurrently upon execution of this Agreement, [] as applicable, shall deliver to ROBERTO, by delivery to his counsel herein, all of the Property which is embodied in tangible form (all originals and duplicates), whether documents, canvasses, paper art, digital copies, letters, prints, electronic data, films, tapes, CD-Roms, DVD-Roms, Images recording tapes, photographs, negatives, originals, duplicates, contact sheets, audio recordings, Images recordings, magnetic data, computerized data, digital recordings, or other recorded medium or any other format of embodying information or data. Without limiting the generality of the foregoing, such tangible Property shall include all documents as defined by California Evidence Code §250 which contain any of the Property. [] represents and warrants that the materials delivered pursuant to the terms of this Paragraph 3.3 comprise the totality of all existing originals and duplicates of all Property in any tangible form, whether within their possession, custody or control, and including otherwise (and that [] knows of no other copies or possible or potential copies not in [] possession and control and delivered pursuant to this paragraph), and that upon such delivery to ROBERTO, JW shall not maintain possession, custody or control of any copy of all or any portion of any tangible Property.

b6 -2
b7C -2

3.3.1 This Agreement is conditioned on [] compliance with each and every term of Paragraph 3.3 and the personal verification by ROBERTO of the Images and that the Images are comprised of and captures the content previously represented to his counsel to exist and be captured therein (i.e., the clear and identifiable as to ROBERTO, high quality, graphic intimate content and physical relations between ROBERTO and unknown female(s)), all of which terms are essential and material.

b6 -2
b7C -2

4.0 CONFIDENTIALITY & REPRESENTATIONS & WARRANTIES.

4.1 Definition of Confidential Information. "Confidential Information" means and includes each and all of the following:

(a) All *intangible* information pertaining to ROBERTO and/or his family and/or friends learned, obtained, or acquired by [] including without limitation information contained in letters, agreements, documents, audio or Images recordings, electronic data, and photographs;

(b) All *intangible* information pertaining to the existence and content of the Property, including the fact that false representations of ROBERTO's art has entered the stream of commerce;

(c) All *intangible* private information (i.e., information not generally available to and/or known by the general public) relating and/or pertaining to ROBERTO, including without limitation ROBERTO's business information, artistic information, legal matters, contractual information, personal information, private social life, lifestyle, private conduct, (all information/items in 4.1 "(a)", "(b)" and "(c)" are sometimes collectively referred to as, "Intangible Confidential Information");

b6 -2
b7C -2

ROBERTO _____

[]

(d) All *tangible* materials of any kind containing information pertaining to ROBERTO learned, obtained, or acquired by [redacted] including without limitation letters, agreements, documents, audio or Images recordings, electronic data, and photographs, canvas art, paper art, or art in any other form on any media. The Images and Photos and all information/items in 4.1(d) are collectively referred to as, the "Property" and/or the "Tangible Confidential Information");

4.2 [redacted] Representations & Warranties Regarding Prior Disclosures of Tangible Confidential Information. [redacted] represents and warrants that prior to entry into this Agreement, [redacted] has directly or indirectly disclosed any *Tangible Confidential Information* (i.e., any of the Property), to any Third Party, including without limitation disclosure or indirect disclosure of the content of such Confidential Information in tangible form, other than the following persons or entities to whom [redacted] has made such prior disclosures (herein [redacted] Disclosed Individuals/Entities"):

- (i) _____;
- (ii) _____;
- (iii) _____;
- (iv) _____;
- (v) _____.

[redacted] shall be responsible for any subsequent public disclosure of any of the Confidential Information (a) attributable directly to each of them; and/or (b) not disclosed hereinabove as a previously disclose [redacted] Disclosed Individuals/Entities, and any such disclosure shall be deemed a breach of this Agreement by [redacted]

4.3 Representations & Warranties and Agreements.

(a) Representations & Warranties and Agreements By ROBERTO. The following agreements, warranties and representations are made by ROBERTO as material inducements to [redacted] to enter into this Agreement, and each Party acknowledges that she/he is executing this Agreement in reliance thereon:

(b) ROBERTO warrants and represents that he, directly and/or through his representatives, has not as of the date of this Agreement disclosed to any authorities the name of any o [redacted] as relates to the Property or otherwise, and that absent a direct request from law enforcement, he, directly and/or through any representatives, shall not disclose [redacted] name to the authorities in the future as relates to or in connection with any acts or omissions prior to the date of this Agreement, and/or the attempted sale and/or exploitation and/or dissemination of the Property prior to the date of this Agreement; and

(c) ROBERTO warrants and represents that, as relates to or in connection with any of [redacted] attempts to sell, exploit and/or disseminate the Property prior to the date of this Agreement, ROBERTO and his counsel will refrain (i) from pursuing any civil action against [redacted] and/or (ii) absent a direct inquiry from law enforcement, from disclosing [redacted] name to the authorities. Notwithstanding the foregoing, if ROBERTO is informed that or should or if it is

ROBERTO _____

[redacted]

believed that either of [redacted] has possession, custody and/or control of any of the Property after the date of this Agreement and/or transferred any copies to any Third Party, and/or it is believed that any of [redacted] whether directly or indirectly, intends the release, use, display, dissemination, disclosure or exploitation, whether actual, threatened or rumored, of any for the Property, than ROBERTO and her counsel shall be entitled to, at ROBERTO's sole discretion, (i) contact the respective member of [redacted] including with legal demands and related statements of liability and legal action, and/or (ii) advance a civil action against the respective member of [redacted] and/or (iii) disclose any of [redacted] name to the authorities.

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b7C

4.3.2 Representations & Warranties and Agreements By [redacted] The following agreements, warranties and representations are made by [redacted] as material inducements to ROBERTO to enter into this Agreement, without which ROBERTO would not enter into this Agreement and without which ROBERTO would not agree to pay any monies whatsoever hereunder, and with the express acknowledgment by that ROBERTO is executing this Agreement in reliance on the agreements, warranties, and representations herein which are at the essence of this Agreement, including, the following:

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b7C -2

(a) [redacted] agrees and warrants and represents that [redacted] will permanently cease and desist from any efforts to and/or attempting to and/or engaging in and/or arranging the use, License, distribution, dissemination or sale of any of the Confidential Information and/or Property, including the Images created by ROBERTO, or of any other Images by;

(b) [redacted] agrees and warrants and represents that [redacted] will permanently cease and desist from any posting or dissemination or display of the Confidential Information and/or Property, including the Images (including, but not limited to, to any media outlet, on any blog or posting board, on the Internet, or otherwise);

(c) [redacted] agrees and warrants and represents that [redacted] will permanently cease and desist from using or disseminating or disclosing any information to any Third Persons (including, but not limited to, to any media outlet, on any blog or posting board, on the Internet, or otherwise) about any details of or as to the contents of the Confidential Information and/or Property, including the Images, and/or as to any other personal details of or about or pertaining to ROBERTO and/or her family and/or friends;

b6 -2
b7C -2

(d) [redacted] agrees and warrants and represents that [redacted] will permanently cease and desist from and will not, at any time, make any use of or reference to the name, image or likeness of ROBERTO in any manner whatsoever, including without limitation, through any print or electronic media of any kind or nature for any purpose, including, but not limited to, on any websites;

(e) [redacted] agrees and warrants and represents that any and all existing copies of the Images and any Property (other than as expressly specified in paragraphs 3.2 and 3.3 herein) have been turned over and provided to counsel; and [redacted] further warrants and represents that the only copy of the Images and Property that has ever existed, at any time, has been turned over to ROBERTO's counsel pursuant to this Agreement, and the Images and any Property has never been transferred to or existed in any other form, including not in electronic form, nor on any computer, or electronic device and other storage media;

b6 -2
b7C -2

(f) [] warrants and represents that [] has not provided any copies, whether hard-copy or electronic copies, of the Property to anyone other than as specified in paragraph 4.2 herein);

(g) [] warrants and represents that the information [] is obligated to provide pursuant to the terms herein will be complete and truthful;

(h) [] warrants and represents that [] has not knowingly omitted or withheld any information that [] is obligated to provide pursuant to the terms herein;

(i) [] warrants and represents that [] has not earned and/or collected any monies as compensation from the sell, license and/or any other exploitation of the Images and/or any Property and/or any Confidential Information, nor any monies as compensation or an advance for any efforts to sell, license and/or any other exploitation of the Images and/or any Property and/or any Confidential Information;

b6 -2
b7C -2

(j) [] warrants and represents that [] has no intention to, and will not at any time in the future, earn or collect any monies from anyone that are in any way connected to the Images and/or any Property and/or any Confidential Information;

(k) [] warrants and represents that [] has not assigned nor transferred, either in whole or in part, any purported rights in or to the Images and/or any Property to any other person or entity, other than to ROBERTO pursuant to this Agreement.

4.3.3 Agreements By [] Not to Disclose/Use Confidential Information and Not to Disparage ROBERTO. As further material inducements for ROBERTO to enter into this Agreement [] agrees, represents and warrants that [] shall not directly or indirectly, verbally or otherwise, publish, disseminate, disclose, post or cause to be published, disseminated, disclosed, or posted (herein "disclose"), any Confidential Information to any person, group, firm or entity whatsoever, including, but not limited to, family members, friends, associates, journalists, media organizations, newspapers, magazines, publications, television or radio stations, publishers, databases, blogs, websites, posting boards, and any other enterprise involved in the print, wire or electronic media, including individuals working directly or indirectly for, or on behalf of, any of said persons or entities ("Third Parties" and/or Third Party"). In no event shall any of [] be relieved of such party's confidentiality obligations herein by virtue of any breach or alleged breach of this Agreement. In no event shall any dispute in connection with this Agreement relieve any of [] from [] confidentiality obligations arising pursuant to this Agreement, and any disclosure of Confidential Information in connection with any such proceeding or dispute shall constitute a breach of this Agreement, and [] shall use [] best efforts to prevent the unauthorized disclosure of Confidential Information in connection with any such proceeding or dispute.

b6 -2
b7C -2

4.3.4 Any direct or indirect disclosure of Confidential Information to any Third Party by any of [] and/or any of [] representatives, heirs, agents, employees, attorneys, transferors, transferees, successors or assigns, and/or any friend of any of [] collectively [] Group"), after the date of this Agreement, shall be deemed a disclosure by [] in breach of the terms of this Agreement, entitling ROBERTO to all rights and remedies set forth herein.

b6 -2
b7C -2

4.3.5 [] further warrants and represents that, prior to entering into this Agreement, [] has not written, published, caused to be published, or authorized the writing,

ROBERTO _____

[]

publication, broadcast, transmission or public dissemination of any interview, article, essay, book, memoir, story, photograph, film, script, Images tape, biography, documentary, whether written, oral, digital or visual, whether fictionalized or not, about ROBERTO or her family, whether truthful, laudatory, defamatory, disparaging, deprecating or neutral, which discloses any Confidential Information and/or which includes any description or depiction of any kind whatsoever whether fictionalized or not, about ROBERTO or her family, other than as expressly disclosed by [redacted] to ROBERTO's counsel and as set forth herein in paragraph 4.2 above.

b6 -2
b7C -2

4.3.6 [redacted] hereby irrevocably agrees and covenants that [redacted] shall not, directly or indirectly, publicly disparage ROBERTO, nor write, publish, cause to be published, or authorize, consult about or with or otherwise be involved in the writing, publication, broadcast, transmission or dissemination of any book, memoir, letter, story, photograph, film, script, Images, interview, article, essay, biography, diary, journal, documentary, or other written, oral, digital or visual account or description or depiction of any kind whatsoever whether fictionalized or not, about ROBERTO or her family, whether truthful, laudatory, defamatory, disparaging, deprecating or neutral. [redacted] further warrants and represents that [redacted] has not and will not enter into any written or oral agreement with any third party purportedly requiring or obligating [redacted] to do so.

4.3.7 Agreement By ROBERTO Not to Disparage [redacted] ROBERTO hereby agrees and covenants that she shall not, directly or indirectly, publicly disparage [redacted] nor write, publish, cause to be published, or authorize, consult about or with or otherwise be involved in the writing, publication, broadcast, transmission or dissemination of any book, memoir, letter, story, photograph, film, script, Images, interview, article, essay, biography, diary, journal, documentary, or other written, oral, digital or visual account or description or depiction of any kind whatsoever whether fictionalized or not, about [redacted] involvement in or connection with (prior to the date of this Agreement), actual or alleged, any efforts to sell, license and/or any other exploitation of the Images and/or Property.

b6 -2
b7C -2

4.4 Disclosure Of Confidential Information Is Prohibited: [redacted] recognizes and agrees that substantial effort and expense have been dedicated to limit the efforts of the press, other media, and the public to learn of personal and business affairs involving ROBERTO. JW further acknowledges that any future disclosure of Confidential Information to any Third Party would constitute a serious and material breach of the terms of this Agreement, and shall constitute a breach of trust and confidence, invasion of privacy, and a misappropriation of exclusive property rights, and may also constitute fraud and deceit. Some of the Confidential Information may also constitute and includes proprietary business information and trade secrets which have independent economic value. [redacted] acknowledges that any unauthorized use, dissemination or disclosure of Confidential Information, or the fabrication and dissemination of false and/or misleading information, about ROBERTO, would result in irreparable injury to ROBERTO, and would be injurious to a reasonable person, and/or would constitute an injurious violation of the right of privacy or publicity, and/or would be injurious to ROBERTO's business, profession, person and/or career. [redacted] acknowledges ROBERTO's substantial and valuable property rights and other proprietary interests in the exclusive possession, ownership and use of Confidential Information, and recognizes and acknowledges that such Confidential Information is a proprietary, valuable, special and unique asset which belongs to ROBERTO and to which the [redacted] has no claim of ownership or other interest.

b6 -2
b7C -2

4.4.1 Disclosures Permitted By [redacted] Notwithstanding the foregoing, [redacted] shall only be permitted to disclose Confidential Information to another person or entity only if compelled to do so by valid legal process, including without limitation a subpoena duces tecum or similar legal compulsion, provided that [redacted] shall not make any such disclosure unless [redacted] has first provided ROBERTO with notice of such order or legal process not less than ten (10) days in advance of the required date of disclosure pursuant to the Written Notice provisions set forth hereinbelow, providing ROBERTO with an opportunity to intervene and with full and complete cooperation should she choose to oppose such disclosure.

b6 -2
b7C -2

5.0 REMEDIES

5.1 ROBERTO's Remedies for Breach of Agreement. Each breach or threatened breach (e.g., conduct by [redacted] reflecting that said person intends to breach the Agreement), including without limitation by breach of any representation or warranty, by failing to deliver to ROBERTO all tangible Property as required, by the disclosure or threatened disclosure of any Confidential Information to any Third Party by [redacted] (herein "Prohibited Communication"), or otherwise, shall render [redacted] liable to ROBERTO for any and all damages and injuries incurred as a result thereof, including but not limited to the following, all of which rights and remedies shall be cumulative:

b6 -2
b7C -2

5.1.1 Disgorgement of Monies: In the event an Arbitrator determines there has been a breach or threatened breach of this Agreement by [redacted] shall be obligated to account to, and to disgorge and turn over to ROBERTO any and all monies, profits, or other consideration, or benefits, which [redacted] or anyone on [redacted] behalf or at [redacted] direction, directly or indirectly derive from any disclosure or exploitation of any of the Confidential Information; and

5.1.2 Liquidated Damages: [redacted] agrees that any material breach or violation of this Agreement by any of [redacted] individually or the [redacted] Group by his/their unauthorized disclosure of any of the Confidential Information (as defined in paragraphs 4.1(a), (b), (c), and (d)) to any Third Party, and/or any unauthorized exploitation or prohibited use of the same, and/or by the breach of and/or by any false representations and warranties set forth in this Agreement, and/or any public disparagement of ROBERTO by any of [redacted] (collectively, the "LD Breach Terms"), shall result in substantial damages and injury to ROBERTO, the precise amount of which would be extremely difficult or impracticable to determine, even after the Parties have made a reasonable endeavor to estimate fair compensation for such potential losses and damages to ROBERTO. Therefore, in addition to disgorgement of the full amount of all monies or other consideration pursuant to paragraph 5.1.2, in the event an Arbitrator determines there has been a breach of the LD Breach Terms of this Agreement by [redacted] individually or the [redacted] shall also be obligated to pay, and agree to pay to ROBERTO the sum of One Hundred Thousand Dollars (\$100,000) as a reasonable and fair amount of liquidated damages to compensate ROBERTO for any loss or damage resulting from each breach. The Parties agree that such sum bears a reasonable and proximate relationship to the actual damages which ROBERTO will or might suffer from each breach of the terms of this Agreement and that this amount is not a penalty. Alternatively, at ROBERTO's sole discretion, ROBERTO may seek to recover actual damages proximately caused by each such breach, according to proof. Any other breaches not a LD Breach Terms shall be subject to a claim for actual damages according to proof; and

b6 -2
b7C -2

5.1.3 Injunctive Relief. [redacted] acknowledges and agrees that any unauthorized disclosure to Third Parties of any Confidential Information will cause irreparable harm to ROBERTO, which damages and injuries will most likely not be measurable or susceptible to

b6 -2
b7C -2

ROBERTO

[redacted]

calculation. [redacted] and further acknowledges and agrees that any breach or threatened breach of this Agreement due to the unauthorized disclosure or threatened disclosure by [redacted] Third Parties, of any Confidential Information shall entitle ROBERTO to immediately obtain, either from the Arbitrator or from the Los Angeles Superior Court and/or other court of competent jurisdiction, an *ex parte* issuance of a restraining order and preliminary injunction (herein "Injunctive Relief") without advance notice to any of [redacted] preventing the disclosure or any further disclosure of Confidential Information protected by the terms hereof, pending the decision of the Arbitrator or Court. The Parties further acknowledge and agree that in connection with any such proceeding, any Party may obtain from the Court or Arbitrator on an *ex parte* application or noticed motion without opposition, an order sealing the file in any such proceeding, and the Parties stipulate to the factual and legal basis for issuance of an order sealing the file in any such proceedings. The rights and remedies set forth in this Injunctive Relief Section are without prejudice to any other rights or remedies, legal or equitable, that the Parties may have as a result of any breach of this Agreement.

5.2 Dispute Resolution. In recognition of the mutual benefits to ROBERTO and [redacted] of a voluntary system of alternative dispute resolution which involves binding confidential arbitration of all disputes which may arise between them, it is their intention and agreement that any and all claims or controversies arising between ROBERTO on the one hand, and [redacted] on the other hand, shall be resolved by binding confidential Arbitration to the greatest extent permitted by law. Arbitration shall take place before JAMS ENDISPUTE ("JAMS") pursuant to JAMS Comprehensive Arbitration Rules and Procedures (including Interim Measures) ("JAMS Rules") and California law, or before ACTION DISPUTE RESOLUTION SERVICES ("ADRS") pursuant to the ADRS Rules (including Interim Measures) and California law (whichever the claimant elects upon filing an arbitration), in Los Angeles, California, and will be heard and decided by a sole, neutral arbitrator ("Arbitrator") selected either by agreement of the Parties, or if the Parties are unable to agree, then selected under the Rules of the selected arbitration service. The costs and fees associated with any Arbitrator and/or Arbitration service shall be split equally among the parties to any such dispute. The Parties shall have the right to conduct discovery in accordance with the California Code of Civil Procedure Section 1283.05 *et. seq.* and the written discovery requests and results of discovery shall be deemed to constitute Confidential Information. The Arbitrator shall have the right to impose all legal and equitable remedies that would be available to any Party before any governmental dispute resolution forum or court of competent jurisdiction, including without limitation temporary, preliminary and permanent injunctive relief, compensatory damages, liquidated damages, accounting, disgorgement, specific performance, attorneys fees and costs, and punitive damages. It is understood and agreed that each of the Parties shall bear his/its own attorneys' fees, expert fees, consulting fees, and other litigation costs (if any) ordinarily associated with legal proceedings taking place in a judicial forum, subject to the Arbitrator's reassessment in favor of the prevailing party to the extent permitted by California law. **Each of the Parties understands, acknowledges and agrees that by agreeing to arbitration as provided herein, each of the Parties is giving up any right that he/she/it may have to a trial by judge or jury with regard to the matters which are required to be submitted to mandatory and binding Arbitration pursuant to the terms hereof. Each of the Parties further understands, acknowledges and agrees that there is no right to an appeal or a review of an Arbitrator's award as there would be a right of appeal or review of a judge or jury's decision.**

6.0 MUTUAL RELEASES

6.1 Except for the rights and obligations of the Parties set forth in this Agreement, ROBERTO, for herself, and each of her representatives, agents, assigns, heirs, partners, companies, affiliated companies, employees, insurers and attorneys, absolutely and forever releases and discharge [redacted] individually, and all of [redacted] heirs, and [redacted] attorneys, and each of them ("ROBERTO-JW Releasees"), of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs (including attorney's fees), expenses, liens, actions and causes of actions of every kind and nature whatsoever, whether known or unknown, from the beginning of time to the effective date of this Agreement, including without limitation any and all matters, facts, claims and/or defenses asserted or which could have been asserted in the Matter, or which could have been asserted in any other legal action or proceeding, except as may be provided herein (the "ROBERTO-JW Released Claims"). Notwithstanding any of the foregoing, for clarity, the operators of any website or media outlet or photo agency, and anyone else who obtained from or who [redacted] gave or transferred to a copy of the Photos and/or Images and/or Property are not included and expressly omitted from the ROBERTO-JW Releasees and ROBERTO-JW Released Claims.

b6 -2
b7C -2

6.2 Except for the rights and obligations of the Parties set forth in this Agreement, [redacted] for themselves, and [redacted] representatives, agents, assigns, heirs, partners, companies, affiliated companies, employees, insurers and attorneys, absolutely and forever release and discharge ROBERTO, individually, and each of her representatives, agents, assigns, heirs, partners, companies, affiliated companies, subsidiaries, employees, attorneys, successors, insurers, and each of them ("ROBERTO Releasees"), of and from any and all claims, demands, damages, debts, liabilities, accounts, reckonings, obligations, costs (including attorney's fees), expenses, liens, actions and causes of actions of every kind and nature whatsoever, whether known or unknown, from the beginning of time to the date of this Agreement, including without limitation any and all matters, facts, claims and/or defenses asserted or which could have been asserted in the Action, or which could have been asserted in any other legal action or proceeding (the [redacted] Released Claims").

b6 -2
b7C -2

6.3 The subject matter referred to in paragraphs 6.1 and 6.2, above (i.e., the ROBERTO-JW Released Claims and [redacted] Released Claims), are collectively referred to as the "Released Matters."

b6 -2
b7C -2

6.4 The Parties hereto, and each of them, hereby warrant, represent and agree that each of them is fully aware of §1542 of the Civil Code of the State of California, which provides as follows:

"A general release ROBERTOs not extend to claims which the creditor ROBERTOs not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

The Parties, and each of them, voluntarily waive the provisions of California Civil Code § 1542, and any other similar federal and state law as to any and all claims, demands, causes of action, or charges of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected.

6.5 Each of the Parties hereto acknowledges and agrees that this Agreement constitutes a settlement and compromise of claims and defenses in dispute, and shall not be construed in any fashion as an admission of liability by any party hereto.

b6 -2
b7C -2

ROBERTO _____

7.0 CONFIDENTIALITY OF THIS AGREEMENT

7.1 The Parties, respectively, shall not to disclose the terms of this Agreement, either directly or indirectly, to the media or to anyone else other than their respective attorneys and representatives and/or as may be required by law. [redacted] may not comment or make any press releases or otherwise discuss the resolution of the subject of this Agreement. ROBERTO however may disclose this agreement to officials of the Hyatt.

b6 -2
b7C -2

8.0 MISCELLANEOUS TERMS

8.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding concerning the Released Matters hereof between the Parties hereto and supersedes any and all prior negotiations and proposed agreement and/or agreements, written and/or oral, between the Parties. Each of the Parties hereto acknowledges that neither they, nor any other party, nor any agent or attorney of any other party has made any promise, representation, or warranty whatsoever, expressed or implied, written or oral, which is not contained herein, concerning the subject matter hereof, to induce it to execute this Agreement, and each of the Parties hereto acknowledges that she/he has not executed this Agreement in reliance on any promise, representation, and/or warranty not contained herein. This Agreement shall be binding on and inure to the benefit of the Parties, the Releasees, and each of their respective successors and assigns and designees.

8.2 California Law & Venue. This Agreement and any dispute or controversy relating to this Agreement, shall in all respects be construed, interpreted, enforced and governed by the laws of the State of California. Venue and jurisdiction with respect to any action, claim or other proceeding, including for equitable relief, arising under or in relation to this Agreement shall be exclusively in the federal and/or state courts and/or arbitration tribunal, as applicable, located in the County of Los Angeles, State of California, West District, or the United States District Court located within the County of Los Angeles, State of California, Central District.

8.3 Attorneys' Fees. In the event of any dispute, action, proceeding or controversy regarding the existence, validity, interpretation, performance, enforcement, claimed breach or threatened breach of this Agreement, the prevailing party in any resulting arbitration proceeding and/or court proceeding shall be entitled to recover as an element of such Party's costs of suit, and not as damages, all attorneys' fees, costs and expenses incurred or sustained by such prevailing Party in connection with such action, including, without limitation, legal fees and costs.

8.4 Waivers; Modification. This Agreement cannot be modified or changed except by written instrument signed by all of the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8.5 Scope of Provisions/Severability/Headings. None of the Parties hereto shall be deemed to be the drafter of this Agreement, but it shall be deemed that this Agreement was jointly drafted by each of the Parties hereto. Should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party herein, but rather construing the terms of this Agreement as a whole according to their fair meaning. In the event that any provision hereof is deemed to be illegal or

ROBERTO _____

[redacted]

b6 -2
b7C -2

unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions thereof, all of which shall remain in full force and effect. In the event that such any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law. The captions appearing at the commencement of certain paragraphs herein are descriptive only and for convenience of reference. Should there be any conflict between any such caption or heading and the paragraph at the caption of which it appears, the paragraph, and not such caption, shall control and govern.

8.6 Advice of Counsel and Understanding of this Binding Agreement. Each of the Parties represents, acknowledges, and declares that she/he has received the advice of legal counsel of his/her own choosing regarding the form, substance, and effect of this Agreement. Each of the Parties represents, acknowledges, and declares that she/he has carefully read this Agreement, knows and understands this Agreement's contents, and signs this Agreement freely, voluntarily, and without either coercion or duress. Each of the Parties represents and warrants that she/he is fully competent to manage his/her business affairs, and that she/he has full power and authority to execute this Agreement, and to do any and all of the things reasonably required hereunder; and that this Agreement, when signed by all Parties, is a valid and binding agreement, enforceable in accordance with its terms.

8.7 Further Execution. In order to carry out the terms and conditions of this Agreement, agrees to promptly execute, upon reasonable request, any and all documents and instruments necessary to effectuate the terms of this Agreement.

8.8 Notice Provisions. Any notice, demand or request that one Party desires, or is required to give (including service of any subpoena, court pleadings, summons and/or complaint), to the other Party must be promptly communicated to the other Party by using their respective contact information below, by both (i) e-mail or facsimile; *and* (ii) telephone. Either Party may change his or her contact information by notifying the other Party of said change(s) pursuant to the applicable terms herein.

8.8.1 To ROBERTO as follows:

8.8.2 To as follows:

c/o

tel.

b6 -2
b7C -2

8.9 This Agreement may be executed with one or more separate counterparts, each of which, when so executed shall be deemed to be an original and, together shall constitute and be one and the same instrument. Any executed copies or signed counterparts of this Agreement, the Declaration, and any other documentation may be executed by scanned/printed pdf copies of

ROBERTO _____

signatures and/or facsimile signatures, which shall be deemed to have the same force and effect as if they were original signatures.

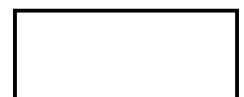
IN WITNESS WHEREOF, by their signatures below, the Parties each have approved and executed this Agreement as of the effective date first set forth above.

DATED: _____, 2012

JOHN ROBERTO

b6 -2
b7C -2

ROBERTO



ASSIGNMENT & TRANSFER OF COPYRIGHT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged [redacted] hereby irrevocably sells, transfers, assigns and conveys to JOHN ROBERTO ("ROBERTO"), throughout the universe and in perpetuity, the full, unencumbered and undivided interest in all of [redacted] right, title and interest (including, without limitation, all copyrights and all extensions and renewals of copyrights), of whatever kind or nature in and to the Images(s) any and all outtake photo images therefrom (the "Images") and any and all still photos (the "Photos") which capture or feature ROBERTO either with [redacted] and/or individually (the Images and Photos and any and all portions thereof or related materials and negative are collectively herein referred to as the "Property" -- as further defined hereinbelow), including, without limitation, any and all derivative works and any portions or variations thereof, in any and all media and formats, whether or not such rights are now known, recognized or contemplated.

b6 -2
b7C -2

The Property includes (in the broadest terms) any and all Images and still images that exist of ROBERTO either with [redacted] and/or individually, which were captured or created or acquired in whole or in part by [redacted] at any time prior to the date of this agreement. Said Property includes, but is not limited to, all Images and artistic renditions by ROBERTO, with on any medium. For the sake of clarification, the assignment herein includes each and every Images and artistic rendition, without limitation, that [redacted] created or acquired (in whole, or in part with ROBERTO) as of the date of this assignment which captures or features ROBERTO; and is deemed effective as of the time and moment of creation of each of the Images and Photos and the Property and includes any subsequently created derivative works.

This transfer and assignment of rights shall include, but not be limited to, all of the following rights: (a) all rights to register the copyright in the Property with the U.S. Copyright Office; (b) all of [redacted] consent to and rights to display, publish, disseminate or exploit the Images, Photos and/or Property in any territory of the world, in any and all media, and formats; (c) all domestic and international rights, including without limitation, all rights pursuant to any European Union directives and/or enabling or implementing legislation, laws or regulations; and (d) any and all other rights throughout the universe in perpetuity that [redacted] now has or to which he may become entitled under existing or subsequently enacted United States law, any state law or any foreign laws. No right of any kind, nature or description is reserved by [redacted]

b6 -2
b7C -2

[redacted] hereby represents and warrants and states under penalty of perjury that [redacted] has not heretofore granted or assigned or transferred, and will not hereafter grant or assign or transfer, any right, license, title or interest in or to the Images, Photos or any of the Property, or any portion thereof, to any person, firm, corporation or other entity other than by this instrument to ROBERTO.

b6 -2
b7C -2

This instrument may be executed via facsimile signatures and/or pdf electronic printed copy signatures, any of which shall have the same force and effect as if its were an original signature.

By the signature below, this instrument is deemed approved and executed effective as of the 17th day of August 2011.

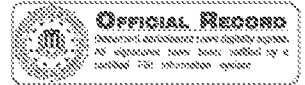
JOHN ROBERTO

[redacted]

ROBERTO

[redacted]

b6 -2
b7C -2



UNCLASSIFIED//FOUO

FEDERAL BUREAU OF INVESTIGATION

Date of entry 12/04/2012

On 12/3/2012, DAVID HOUSTON contacted writer telephonically. After being advised of the identity of the interviewing Agent and the nature of the interview, HOUSTON provided the following information:

HOUSTON and writer reviewed the settlement agreement sent by [redacted] on 11/30/2012. HOUSTON stated he would be making various revisions to the agreement and send it back to [redacted] HOUSTON will provide and updated copy to writer when available.

b6 -2, 4
b7C -2, 4

HOUSTON stated he has learned that HEATHER CLEM is now being represented by [redacted] HOUSTON received a request to terminate letter from [redacted] relating to TERRY BOLLEA's civil suit against [redacted]

HOUSTON has left his schedule open on 12/14/2012 for a possible face-to-face meeting with [redacted] and his client.

HOUSTON also forwarded an e-mail from [redacted] to writer on 12/3/2012 which will be placed in a 1A.

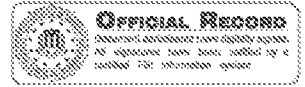
UNCLASSIFIED//FOUO

Investigation on 12/03/2012 at Safety Harbor, Florida, United States (Phone)

File # 9B-TP-2534791 Date drafted 12/04/2012

by [redacted]

b6 -1
b7C -1



UNCLASSIFIED//FOUO

FEDERAL BUREAU OF INVESTIGATION

Date of entry 12/13/2012

On 12/11/2012, DAVID HOUSTON contacted writer telephonically. HOUSTON explained that his law firm has been getting correspondences from attorney [redacted] related to the outstanding civil lawsuit against HEATHER CLEM. HOUSTON believes CLEM has retained CLEM for the civil suit and is unsure how CLEM is able to afford [redacted]

b6 -2, 4
b7C -2, 4

Additionally, HOUSTON's assistant forwarded an e-mail between HOUSTON and [redacted] from 12/11/2012. The e-mail contained a settlement agreement signed by [redacted] client. Both the e-mail and settlement agreement will be placed in a 1A in the case file.

UNCLASSIFIED//FOUO

Investigation on 12/11/2012 at Clearwater, Florida, United States (Phone)

File # 9B-TP-2534791 Date drafted 12/13/2012

by [redacted]

b6 -1
b7C -1

[Redacted]

12/17/12

- Rental car - [Redacted] name - Debit card
 - handed money [Redacted]
 - Enterprise Rental - Webb/Hillsborough

- Print check -

- [Redacted]
- TMZ - 1# [Redacted]
- Cashier's check -

b6 -2, 4
b7C -2, 4

- [Redacted] - B&A
 - each acct, [Redacted] - previous acct -

- No contact

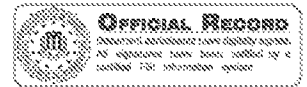
- called 8:30 - [Redacted] - No message

- No other contact

- [Redacted]

- B&A - contractor - home mortgages
- Servicing center

UNCLASSIFIED//FOUO



FEDERAL BUREAU OF INVESTIGATION

Import Form

Form Type: OTHER

Date: 03/05/2013

Title: (U//FOUO) USAO Memo

Approved By: SSRA [Redacted]

Drafted By: [Redacted]

Case ID #: 9B-TP-2534791 (U) [Redacted]

b6 -1, 2, 3
b7C -1, 2, 3

[Redacted]

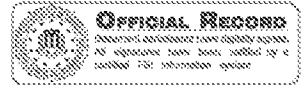
TERRY BOLLEA (VICTIM);
EXTORTION - ALL OTHER NONAGGRAVATED
THREATS

Synopsis: (U//FOUO) Memo written by AUSA [Redacted] regarding the captioned investigation

◆◆

UNCLASSIFIED//FOUO

UNCLASSIFIED



FEDERAL BUREAU OF INVESTIGATION

Electronic Communication

Title: (U) To update case for case declination

Date: 07/23/2013

From: TAMPA

TP-PRA

Contact: [Redacted]

Approved By: SSRA [Redacted]

Drafted By: [Redacted]

Case ID #: 9B-TP-2534791

(U)

b6 -1, 2
b7C -1, 2
b7E -2

[Redacted]
TERRY BOLLEA (VICTIM);
EXTORTION - ALL OTHER NONAGGRAVATED
THREATS

Synopsis: (U) To update case for case declination.

[Redacted]

Details:

On 7/15/2013, AUSA [Redacted] informed writer verbally that the USAO had declined prosecution in captioned matter.

b6 -3
b7C -3

On 7/19/2013, AUSA [Redacted] sent via e-mail a copy of the declination letter stating in part that "it has been determined that a prosecution is not appropriate in this matter." The hard copy letter will be placed in the case file once received.

On 7/22/2013, Writer notified attorney David Houston as well as Terry Bollea to notify them of the declination of prosecution by the USAO.

Once all evidence issues are considered and disposed of, the case will be closed.

UNCLASSIFIED

UNCLASSIFIED

Title: (U) Update case
Re: 9B-TP-2534791, 08/01/2013

footage. [redacted] asked for a copy of the tape which the USAO denied. Writer was advised that the culmination of the civil suit between Bollea and [redacted] would have to occur before the sex tapes could legally be turned over to Bollea or any legal owner of said tapes.

b6 -2, 4
b7C -2, 4

Therefore, it is recommended that the case be placed into "Pending Inactive" status upon completion of the evidence abandonment/return process.

◆◆

UNCLASSIFIED

LAW OFFICE OF
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STATE AND FEDERAL CRIMINAL DEFENSE

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David R. Houston, Esq.
Attorney



b6 -4
b7C -4

17 December 2012

SA
FBI – Tampa Division
83 Park Place Blvd. N
Second Floor
Clearwater, FL 33759

b6 -1
b7C -1

Dear

Here are the signed documents I had in my folder from Friday, December 14, 2012 Meeting at the Sandpearl Resort.

Sincerely,


David R. Houston

DRH:

b6 -4
b7C -4

[]

Special Agent

[]

b6 -1
b7C -1

DH: DAVE HOUSTON

[]

TB: TERRY BOLLEA

b6 -2, 4
b7C -2, 4

[]

[]

Typing Key:

AV: Automated Voice

Auto: Automated Message

UI: Unintelligible

PH: Phonetic

IA: Inaudible

PH: Phonetic

///: Speaking simultaneously

(12/14/2012) (03:22:27)

[]

This is Special Agent [] It's December 14th, 2012, approximately 9:35 a.m. DAVID HOUSTON and TERRY BOLLEA in a meeting with [] [] and his unidentified client.

b6 -1, 2
b7C -1, 2

(UI voices in background)

TB: (IA) Do you want me to lock it? DAVID and I are about to be sitting here right now going over this document.

DH: Yeah sure. Do you want to look at it, really?

TB: Yeah I'd really like to look at it.

(Sound of movement, footsteps)

TB: (UI) they sponsor my show. We have a wrestling show.

DH: Mm hm.

[]

TB: So (UI) stay late, thought it was the best thing to do. (UI) so I swore to myself after today, (IA) myself off for four days.

DH: (UI)

TB: And I can sleep.

DH: (UI)

TB: (UI)

(Tapping sound in background)

DH: I've got a friend that (IA) Red Bull.

TB: Yeah (UI) but now I can't sleep so I told my wife today (UI)

DH: (UI)

TB: Yeah it happened quick because you know they were giving 'em to you free and if you watch my wrestling show, you've got product placement ,like the guys that will offer and will go hey your match is up next, drink one of these, you know?

DH: Oh sure, sure.

TB: And so every time I go to work there's boxes of crap laying around.

(Sound of movement)

(Sound of footsteps)

(Sound of door opening)

(UI voices)

(Cell phone messaging sound)

TB: You guys need like a slow little person, Agent, and I could take one of my little wrestlers and hide him behind the chair and have an extra set of eyes and ears in here.

DH: Yeah that would be kind of funny (IA) pops up.

TB: (Chuckles) This is the most ludicrous, craziest thing I've ever read.

(Sound of footsteps)

(Sound of water running)

(Unknown movement sounds)

(UI voices in background)

(Sound of footsteps)

TB: . . . the guy who owned the place so (UI)

(Sound of footsteps)

TB . . . now they had us in their (UI)



(UI)

b6 -4
b7C -4

TB: Oh yeah.

(Unknown movement sounds)

(Sound of footsteps)

TB: I can't. I can't hear you. What happened to your phone?

(IA voice in background)

TB: Yeah

(Tapping sound in background)

Yeah.

Yeah.

(Tapping sound in background)

(IA voice in background)

Yeah.

(Sound of movement)

(Sound of footsteps)

TB: Yeah.

Yeah.

(Sound of footsteps)

TB: Yeah.
(Tapping sound in background)
(IA voice in background)
(Sound of knocking)
(Sound of door opening)
(Sound of footsteps)

TB: Yeah.
(Sound of footsteps)
(Zipping sound)

TB: Yeah.
(Zipping sound)
(Sound of footsteps)

TB: Yeah.
(IA voice in background)

Okay well this whole, this whole trek music thing is it like real popular stuff like (UI) plays because at the end of the day it's the "it" factor and you know it's not the ego, it's not the art form, it's basically throwing the stuff out there, put asses in seats, the most popular, that's the only thing I'm worried about the trap music is, you know, you need to be in line with, you know, like you know the popular stuff too. You know, to make the money, you know what I'm saying?

b6 -4
b7C -4

DH: And the other thing truly we're concerned about is if they're the people that provided it to the other websites, GAWKER, um TMZ and these other Internet sites that actually broadcast these snippets cause the obvious is true. If they're not the people that have them.

TB: If, if I want to track stuff (UI) ///

DH: /// so you know that's another thing of interest. Now he may want to ask you more questions you're gonna ask of his client. If I were him I would but you know.

TB: /// (talking on phone in background)

DH: Certainly we've got critical concerns in those areas because.

TB: ///

DH: If somebody else is out there doing it, what's the point you know?

Mm hm.

b6 -4
b7C -4

TB: We're gonna work together and its all trap underground slow banging stuff instead of just up tempo with the whole club just bouncing. You need to really think about direction and make sure that you know that you have both so that, you now, you have the youth factor and draw the money and whatever.

(IA voice in background)

TB: Yeah. There you go, there you go.

(IA voice in background)

TB: Yeah.

Yeah.

(IA voice in background)

DH: Oh and the other thing we had the concern about is of course how do we know they're originals?

Mm.

DH: In other words there's a signature on the line (whispering) supposedly from

b6 -2, 4
b7C -2, 4

How do you know they're originals and there are no copies.

DH: Right and his deal is there's a signature by on one of them, supposedly to authenticate it but how do we know its signature? You know, in other words this person seen him sign it?

b6 -2, 4
b7C -2, 4

(UI)

TB: Uh huh.

b6 -4
b7C -4

(UI) If it's true how do you know (IA)

TB: Yeah.

DH: Yeah I think what they streamed, we need to know what was streamed. Was it the entire thing because if so doesn't that, can you copy what's streamed to you? I'm not a tech person so I don't know.

[REDACTED]

(UI) Um I don't know. I mean certainly (UI)

b6 -4
b7C -4

DH: Right yeah certainly you'd think you could.

[REDACTED]

(UI) may look that way but.

DH: But my idea is once it's streamed, is it live so in other words it's not streamed like an e-mail that, then hold on to and look at it when you want or does somebody call you and say hey I'm gonna stream this on this website at such and such a time and that's the only way of seeing it?

[REDACTED]

Well you've got these (UI) I mean you've got to have it saved or something (UI) hit play and streaming it.

b6 -4
b7C -4

DH: Mm hm.

[REDACTED]

So I don't know, it's.

b6 -4
b7C -4

(IA voice in background)

TB: Yeah.

(Knocking sound)

(Sound of footsteps)

(Sound of door opening)

DH: Come on in. How are you?

[REDACTED]

DAVE, [REDACTED] How are you doing?

DH: Nice to meet you.

b6 -2
b7C -2

(Sound of footsteps)

[REDACTED]

Nice to meet you, [REDACTED]

TB: (Talking on the phone). (UI) I love you dog and I just want to ask you a couple of questions. His brother does a lot of social media stuff. Do you know that? Okay well anyway um I need to talk to you about that but I'll give, I got a meeting going on so I'll call you in a little while. Love you too dog, get up and get going pretty soon.

DH: Same deal.

TB: Okay, love you, bye.

[] Same, same deal.

It's good to meet you. I'm sorry under these circumstances.

b6 -2
b7C -2

TB: Yeah.

[] At the end of the day, I think and it's our intent that these things go away, they go away forever.

TB: Well that's, that's my intent too because I've, you know, just at the end of the day everything that's done, business wise and on a personal level, I just re, got remarried. I just want it to go away too.

[] Great.

TB: So if that's the goal, we're, we're on the same page.

b6 -2
b7C -2

[] Right.

TB: Plus, you know, just had enough. (Chuckles)

DH: The, yeah, the, the basic question and, [] I'm not a tech guy so I mean I'll be the first to admit it, um, one of the things that I talked about is the fact that this stuff was streamed at one point and whether or not. I know it got streamed to TMZ. I don't know how it was transferred to the other entities but if it's streamed, does that mean, and the manner in which it was streamed, that these folks then had the ca, capability of copying it in its whole? Or was it only streamed in part? And that's the thing I don't know the answer to so obviously it GAWKER's got complete copies of all three, it doesn't do us any good, if TMZ does, etc. But if it's streamed in part so that essentially what GAWKER is showing is all that GAWKER has or what TMZ may have received is all that they have.

b6 -2
b7C -2

TB: Well my question on top of that is if it's on a computer how do we know they didn't copy it?

[] Right, so here's what we know, alright? That what has been on GAWKER is the only thing that exists, is the only thing that anybody has seen. So there are three separate DVDs and we understand that these DVDs are the originals and that its [] handwriting on the CDs and that he labeled them with whatever he labeled them.

b6 -2
b7C -2

DH: Do you know his handwriting?

TB: Well I mean if I saw it I could probably, yes. I wouldn't say I'd be perfect at it.

DH: Yeah well.

TB: (UI)

[REDACTED]

Ah so that's our understanding that the, so that of the three separate DVDs um and there's an outline in here.

b6 -2
b7C -2

DH: Yeah.

[REDACTED]

I'm pretty sure that what GAWKER and don't quote me on this but what GAWKER has was off of one CD. No one has ever seen the other two. There's one, and if you rank them in terms of offensiveness or, or importance to you, um, no one has ever seen that.

TB: Seen, seen what?

[REDACTED]

That, this particular DVD.

DH: I haven't, yeah I and just so you know [REDACTED] I, I have not shown TERRY verbatim, not verbatim but the outline.

b6 -2
b7C -2

[REDACTED]

Yeah I mean so there's three separate DVDs you know they all depict what they depict um which, which is some sort of sexual relations um then in one there's conversation that has to do with um some kind of contract deal that your daughter is in Miami and she was dating the, the

TB: Mm hm.

[REDACTED]

Producer's son and all that kind of stuff and no one has ever seen that one and, and if far be it for me to put myself in either of your positions, that would be, that would be the most important one for me.

b6 -2
b7C -2

(Sound of movement)

DH: Is that the, what is that one?

TB: Well that gets us back to my original question. If these were put on a computer, how do we know there's not other copies of them than what you have?

b6 -2
b7C -2

[REDACTED]

Well it's our understanding that these are the originals, that these were the original. We don't know what [REDACTED] did.

DH: No I, I think what he means if it was put on another computer, i.e. streamed, what you're telling us, just so I can be sure, is the only thing for instance being played on GAWKER, that's all they have, they don't have anything beyond that.

That's all anybody has as far as GAWKER, TMZ, those people.

b6 -2
b7C -2

DH: Okay.

TB: How do we know that for sure?

We don't but I guess that's, that's why the polygrapher is here.

DH: Right and our thing TERRY, and you weren't a part of this, but I had the conversation regarding whether or not his person is the one that actually gave it to GAWKER. I think I mentioned that to you, gave it to TMZ. So in other words we don't have another person out there that's giving it to these web sources so this person that we're going to meet later.

TB: Today?

DH: Yeah, today, is the person who actually did that. Am I correct?

Yes.

b6 -2
b7C -2

DH: Okay and that way we don't have another person out there who's actually funneling this information to these websites so we're settling up to date with this person in hopes of keeping this off the Internet cause of the damage to be done to you and then in turn we've got somebody else popping up.

Eighty five percent of the time that they've matched in talking about this it's all um basically DAVID saying how do I ensure my client, how do I ensure what my client (IA)

TB: Mm hm.

And so a way that, that DAVID negotiated that was to spread out the payments, polygrapher, and then in order to (IA) if there's any kind of breach um which is.

b6 -2
b7C -2

TB: Well I guess if, I guess you know (IA) there were other copies of the tape and somebody was trying to hurt me that'd already be out there then, somebody would have probably already released that.

DH: You'd think although you know, the, the reason that we have the polygraph is to verify as much as we can verify and hopefully the person can do that.

That's my hope, that's why we got

b6 -2, 4
b7C -2, 4

DH: So we'll see what happens with that but the, the part I think. Which tape has the issues? Is it tape two or tape three, or is it tape one, do you see it?

[] Alright so tape two talks about ah the only thing of real interest is apparently [] had a girlfriend whose sister wanted to date you.

b6 -2, 4
b7C -2, 4

TB: That was, that was GAWKER.

[] Okay, that's tape two.

DH: Right.

b6 -2
b7C -2

[] The other thing on tape two is ah you telling a story about um some Coast Guard guys and there was some altercation at a, at a bar.

TB: Yep.

[] Alright, tape three I think is the one where you're talking

b6 -2
b7C -2

(Sounds of papers being moved)

[] There's a lot of talk about the MTV show, [] jumped sides on me um [] is dating this black guy, billionaire, talks about you know the N word and if she's gonna date someone like that. You can read it if you want.

b6 -2, 4
b7C -2, 4

TB: Yeah I'd love to read it.

DH: Yeah it's pretty much right here.

(Sound of movement)

[] (UI)

b6 -2
b7C -2

DH: Pretty much right down in here. That's the part that's been referred to as the racially charged part so obviously that's, I think, what they're (UI)

(Sound of movement)

DH: Is that the part []

b6 -2
b7C -2

[] Yes.

DH: Correct?

(Beeping machinery sound in background)

(Sound of papers being shuffled)

[]

Up on page three (clears throat) forty nine minute mark.

(Sound of movement)

[]

(IA) ever wanted to retire all we need to do is.

b6 -2
b7C -2

DH:

What time did you get in last night?

[]

About three thirty.

TB:

Mm let's do it.

DH:

Yeah, so.

TB:

Let's do it.

DH:

I mean, that's, it's been understood that the reason. . .

(Sound of movement drowns out voices)

DH:

. . . you know pretty damaging stuff.

TB:

Yeah I'd say.

DH:

And the obvious is true and this can come from [] They understand that it's damaging stuff and that by executing these agreements we're getting in control of the tapes, or the videos, whatever they are and those aren't going to be broadcast after by anybody associated with [] client and [] client of course is going to verify that they haven't made copies and well go ahead, you tell him.

b6 -2
b7C -2

[]

So I would imagine that, that the answers that you would want verified by polygrapher.

TB:

Uh huh.

b6 -2
b7C -2

[]

Have you turned everything over to your attorney that you have; yes or no. Have you prior to turning everything over to your attorney,, have you made any copies; yes or no. And are you aware of any other copies of this that exist anywhere, yes or no.

(Sound of papers being shuffled in background)

[]

And I think that about covers it. Would you agree sir? I mean what, so how do you.

b6 -2
b7C -2

DH:

Yeah (IA)

DH: Dave Houston

[Redacted]

b6 -2
b7C -2

UF: Unknown Female

VM: Voice Mail

Typing Key:

AV: Automated Voice

Auto: Automated Message

UI: Unintelligible

IA: Inaudible

PH: Phonetic

///: Speaking simultaneously

10/22/2012) (00:42:26)

UF: [Redacted]

DH: Hi. This is Dave Houston calling for um [Redacted]

b6 -2
b7C -2

UF: One second please Mr. Houston.

(Hold music plays)

[Redacted] Hey David.

b6 -2
b7C -2

DH: Hello [Redacted] How are you?

[Redacted] Fine thanks.

DH: Um.

[Redacted] Um.

DH: Go ahead.

b6 -2
b7C -2

[Redacted] You called me in my car so if there's a little background that's why.

DH: Alright, no problem. Um a couple of things come to mind. I'm gonna me meeting with Terry later. I, I heeded your advice. I didn't want to involve him in something that he may have an emotional reaction to so um you know I guess that might be understandable but one of the things.

[redacted]

Right.

b6 -2
b7C -2

DH: That he you know has repeatedly stated to me is ah this idea of some of assurance um that these are truly originals because you know of course um we're bombarded with these various leaks on these various sites and these other sites claiming that they've seen them. (Someone coughs in background) I think you've got TMZ reporters out there claiming they've seen them so the end result we keep coming back to and that he wanted to actually be a part of this for concerned this idea of having originals as opposed to ah coming up with trying to, you know, buy these things and then we wind up literally with a pig in a poke and somebody else has got them out there and next thing you know we're reading about another one. And that's, that's the other thing that troubled me so that was my primary concern. I don't know how to tackle that [redacted] I've not been involved in one of these before so I rely upon um your suggestion as to how I might offer him some assurance.

b6 -2
b7C -2

[redacted]

Okay um great I, I think that's, that's good um here's the assurance that I think you can have. Um I do not have um the, the, it's my understanding they are on three separate DVD roms, DVDs, okay?

DH: Okay.

[redacted]

And that the DVDs are labeled with a sharpie and the handwriting apparently of [redacted]

b6 -2
b7C -2

DH: Okay.

[redacted]

So we can presume that it, I mean God only knows (pause) I guess I don't know if there's originals either and my client won't either um but we, what we can say is that they came from the hand of [redacted]

b6 -2
b7C -2

DH: How do we know there's not copies out there?

[redacted]

Well we know that there's no copies um other than the cop, we know my client made no copies.

DH: Okay.

[redacted]

What we know, what we know is that he had either an original or a copy that was made by [redacted]

b6 -2
b7C -2

DH: Okay. And, and again I mean I'm going back to the [] thing. For, for instance.

b6 -2
b7C -2

[] Yep.

DH: We know that the original came from that location. I don't know who did what there. Obviously there's a bunch of different stories flying around but what I do know is the original starts there. Now from that point.

[] Right.

b6 -2
b7C -2

DH: Whoever got hold of it that you represent either did or didn't make copies but what you're telling me essentially is your client can't tell me that there are no other copies out there so what are we buying? I guess that's the point then.

[] Yeah nah I think that's, that's appropriate. Um what, I think what you're buying is you're, I think, you're either buying the original or you're buying a copy that was made by [] Um and you'll have to talk to [] whether or not he made any copies.

b6 -2
b7C -2

DH: Um.

[] I don't know if he did or not. I only know what my client did and my client made no copies.

b6 -2
b7C -2

DH: Are these three separate events or are they just three separate CDs or do you know, or DVDs?

[] They are, they are three, three separate events um from beginning to end and the files on the DVDs are dated.

DH: Right.

[] And there are three separate.

b6 -2, 4
b7C -2, 4

DH: I've never seen these obviously [] and I've heard people tell me that they have seen them, [] of TMZ in particular. Well what are we dealing with on, on these tapes and you know I ask that only because I think, as you're pretty much aware if you've seen the news or the reporting on this, that a lot of damage has already been done as far as Terry's reputation is concerned. I think we've dropped some sponsors already, the whole story. What are we dealing with? Are these just straight up sex videos or are we dealing with something, I've heard there's one with racial epithets involved and the whole story.

[] Yeah there are three, there's three.

b6 -2
b7C -2

DH: Have you seen them all?

[redacted]

Yes I have.

b6 -2
b7C -2

DH: Okay. What, what am I dealing with here? And I'll tell you why I ask um as you know Terry was best friends with [redacted] for a period of decades and I don't have a clue and neither does Terry as to when he got filmed by [redacted] so therefore trying to figure out what the content may be is pretty difficult for us. And again it goes back to okay what are we getting for the money essentially?

[redacted]

Um so (pause) I saw the three, the three videos first and then I went to Gawker and the three videos that I saw are all in the same bedroom and all with the same camera angle as (UI) so it's a stationary camera. It's not like um you know someone in the bed or someone around the bed who is manipulating the camera. It's just stationary, it's elevated and its pointing at the bed from what looks like behind some sort of plant.

b6 -2
b7C -2

DH: Right.

[redacted]

Cause I think in the lower left hand corner you see some leaves that are you know some sort of greenery.

b6 -2
b7C -2

DH: Right.

[redacted]

Um I think the camera's color um but the room is very, very dark so the colors are all very muted, it's almost grayish.

DH: (UI)

[redacted]

Yeah it does have audio um and it is clear from one of the tapes that both Heather and [redacted] knew that they were being, knew that the tape was running.

b6 -2
b7C -2

DH: Right.

[redacted]

Um there's no indication at all that your client knew it was running.

DH: Is there anything.

b6 -2
b7C -2

[redacted]

(UI)

DH: Is there anything on the beginning of the tape where there is any discussion of the filming? I know that the one that I've heard about, and again this is obviously I think a TMZ thing again, where they reported on the beginning of a tape or something Heather is talking about having to get this thing turned on or she's gonna be in a lot of trouble. Ah are you aware of that or have you heard anything like that>

Ah I heard of something like that you know through other channels. That's not in any of my tapes. I think that was allegedly with some other male other than your client.

b6 -2
b7C -2

DH:

Okay yeah that's kind of the drift I got but I wasn't sure and I just wanted to make sure the three that you have there's not, you know, for instance three more of Terry out there so again we're not solving a problem. You know my goal is to solve a problem not simply make his bank account lighter so we can have the entertainment value of possessing something that really doesn't do us any good just because of the obvious damage that's out there and you know quite frankly damage is costly to him.

Yeah I agree. Ah I think as far as, because we started off we assurance, so let me shoot some other ideas out there um you know there can be a declaration by my client that he, how he came, the possession of it, what he's done with it since he came into possession with it, in fact that no other copies are out there, that he made no other copies. Sign that under penalty of perjury um we could do a polygraph or just a declaration.

b6 -2
b7C -2

DH:

is there anything out there. . .

/// we can also.

DH:

Is there anything out there that presents that level of reliability, i.e. how he came to possession of them so that we know that we don't have some intervener out there or is that something you can or can't do?

b6 -2
b7C -2

I think it's something we can do and he can prove, you know ah, I'll have to check with him but I think he can prove how he purchased the material, how he was ah you know, it was a good faith purchase or what have you.

DH:

Okay.

Then I think there's the last thing we can do is, assuming that there is a financial acquisition or settlement between our client that's confidential and that involves a non disparagement and all that kind of stuff, is we can put in um if my client is less than truthful we could put in a disgorgement clause. We could put in. . . .

b6 -2
b7C -2

DH:

How do we get the money? (Chuckles) It's been my experience once you give money over, disgorgement clause, unless somebody is pretty well heeled, is not worth a lot. You know what I mean? I mean that money can be out of the country.

Yeah.

b6 -2
b7C -2

DH:

In an immediate wire transfer.

Yeah I hear you but no one wants a judgment against them or someone running against or you know coming, coming after them. The other thing I think is the last thing you should probably do is spread out the payments so that if there is a breach or threatened breach then all payments stop.

b6 -2
b7C -2

DH:

Right.

That there is a return of money that has already been paid then it can maybe get into a disgorgement of other profits, should he say sell this material twice or liquidate the damages.

DH:

Well and I guess. . .

And other than that like a, so I guess what just in review what we've talked about is a declaration under penalty of perjury, disgorgement, punitive damages, um so um periodic payments spread over time and in the case of breach, a threatened breach um stop with your payments and return of money that's already been paid.

b6 -2
b7C -2

DH:

Right.

Other, other than that I, I don't know how we can assure, I mean I, in all these cases at some point both sides have to take a leap of faith.

DH:

Well here's a question for you that, that kind of was something I had wanted to talk to you about. There have been other websites, besides Gawker of course, I can't even remember who they are. I know um supposedly the Dirty.com was approached about these things and if, if you believe them, and there's some other website out there that claims they've got them as well. And I didn't know whether that was something that you were aware of or whether there's somebody else with these um particular tapes out there.

It's nothing that I'm aware of um you know I think it's something that, that we, we can find out um.

b6 -2
b7C -2

DH:

Okay.

You know if there are other copies I can tell you that the way that I viewed them was, was through a ah through like a streaming service.

DH:

Right.

So I never fully acquired a copy of it so perhaps that's how other people may have viewed it, I'm not sure.

b6 -2
b7C -2

DH: I know that in, in some of these instances that folks will go out to different ah you know internet service places and say okay well here's a snippet of it to try to build up some sort of, of market for it or something in the event that, let's, like the [redacted] [redacted] or [redacted] thing where if you believe them initially they were going to fight it but then of course it came out enough to the point where they kind of threw their hands up and said oh well I might as well sign off and commercialize this and you know rightfully so. They've made a lot of money. But I guess my question is, is your guy or girl or whomever your clients may be um folks that may have been going around trying to give people snippets of this so that they had a marketplace out there or do you know?

b6 -2, 4
b7C -2, 4

[redacted] No I don't know. I didn't ask the question because quite frankly I don't, I don't want to know at this point um and, and I think that if we knew it would probably hinder resolution between you and I.

b6 -2
b7C -2

DH: Well maybe and maybe, I'll tell you why not because that's honestly [redacted] what I'm worried about is we've got other folks out there that are trying to market this to other websites and I know at one point in time [redacted] over at Vivid got the call because um he actually had sent me an inquiry as to whether or not Terry would sign off because somebody was trying to sell him these tapes and you know if I know that your people are the ones that are doing the attempt at selling to other folks that at least I know that I don't have three or four different teams of players out there that are, you know, all in possession of this. And you know I can't imagine how that many people would get in possession of it but, you know, these are questions Terry's been, you know, sort of been hitting me between the eyes with so I'm just hoping you'll give me some guidance on it.

b6 -2, 4
b7C -2, 4

[redacted] Right. b6 -2
b7C -2

DH: Cause then it means that there's a viable product, otherwise it's a copy of, potentially a copy of a copy of a copy and you know I get back to the idea of financial issues and what they're worth and what they're worth to him and how do I stop the damage that he's getting hit with because of these tapes. And what I'm looking for I think is pretty much the same thing you've talked about and that is to try to achieve some final resolution here.

[redacted] Yeah I hear ya, I hear ya loud and clear and I understand your goal and all that but you know but I, I think at this point you know I'm, I don't know the answer to that question and um even appreciating what you've just said I still don't want to know the answer to that question.

b6 -2
b7C -2

DH: Right.

I'm certainly not gonna um you know walk my client into a lawsuit you know that's.

b6 -2
b7C -2

DH:

Right.

That's, that's not what I'm here for. What, what I do know is that I have. I never knew this client before this matter.

DH:

Right.

And I feel that you never know I mean sometimes (IA) is your own worst enemy.

b6 -2
b7C -2

DH:

Sure I've had those.

(Chuckles) But um I have you know as a condition of my employment I have you know told them that they are to speak to no one about this and they are to do nothing with the product so long as I'm involved.

DH:

Right.

Um in, in order so that we can control the flow of information and everything else and they have assured me.

b6 -2
b7C -2

DH:

(IA)

Um that I am the only person that they are talking to.

DH:

(IA) and a good question comes up from that, you, you indicated as long as you're involved you've got them kind of under control. Ah what if something breaks down here. Let's say we don't reach a deal, what are they, what's their next step?

I don't know.

b6 -2
b7C -2

DH:

I mean are they planning to try to release more and just break, break him down to the point where he signs off commercially to produce this thing or I mean in order words he's asking me exactly these questions. If he doesn't reach a deal what happens next and I don't have an answer for him.

Yeah I don't either. I mean I think it's probably speculative.

DH:

Well can you talk to 'em?

That's really not something I would discuss.

b6 -2
b7C -2

DH:

Okay.

You know um you know that kind of if, if or, you know, if, if it serves me no productive purpose.

b6 -2
b7C -2

DH:

Okay. What if ah. . .

I don't, frankly I mean I, I mean I don't want to know.

DH:

Right. What if Terry wants to . . .

It's not my business, my, my business is to, to the extent possible um advise them as to their rights.

b6 -2
b7C -2

DH:

Right.

Um and inform you what, what I believe my clients rights are and to, to negotiate a transfer of those rights.

DH:

Okay. What . . .

That's my goal here.

b6 -2
b7C -2

DH:

What if Terry wants to look at the tapes? What's our shot at doing that or a chance of doing that?

Why? I mean I, I.

DH:

(UI)

I don't mean to be. . .

b6 -2
b7C -2

DH:

I don't know, honestly I don't know.

Yeah.

DH:

And I guess one of the reasons would be in his brain if he's been with her six times and he sees the tapes then maybe he gets the idea okay well maybe I was only with three times cause I actually did two of the things I thought I did on one tape as opposed to two different tapes. You know I mean I don't know. I asked him the same question. He really doesn't have an answer other than he probably wants to make sure it's him, number one and number two.

Yeah.

b6 -2
b7C -2

DH:

That he's trying to put together in his brain how many times he could have been taped and you know how people think okay well I did, and you know meaning no disrespect to my client, but I did this sort of circus act on this tape and maybe I did a different one on this next tape. If he sees the tape and they're both on one

tape then he's figured out okay well maybe there aren't two separate events because again we're going back over six years. I think you know that.

Yeah, yeah.

b6 -2
b7C -2

DH:

And that's part of our problem. This is not current events stuff so that's why he's trying to figure out what the heck is on them and what essentially he's paying for cause I don't imagine they come cheap and if that's the case I think at least he ought to be able to see the tapes in order to justify whatever he's going to pay. I, I don't know anybody who would, you know, buy a pig in a poke cause again what if there's nothing on the tapes? What its some actor portraying him and he's paid a bunch of money, gets some tapes and it's a Hulk Hogan lookalike cause we don't know what's on them. See what I'm saying?

Yeah maybe I could make some sort of offer of proof or something like that. Let me think about that, talk to my client um um but I, I hear what you're saying and I, I'll, I'll, I'll give it earnest, some earnest thought to that and, and um present that to my client.

b6 -2
b7C -2

DH:

Yeah it's just a . . .

Well I guess I can.

DH:

Here's, here's one thing. . .

b6 -2
b7C -2

I can talk to you a little bit about the, you know my impression of the tapes.

DH:

Okay.

Um one, she's a very attractive girl.

b6 -2
b7C -2

DH:

Yes.

That was the first thing that struck me.

DH:

(Chuckles) Yes she is very attractive, she is very attractive.

Two, she's um you know she's, she's very sexual.

DH:

Yeah.

b6 -2
b7C -2

Um there, there are not close ups. The camera is stationary.

DH:

Right.

I think what you saw on Gawker is what, is you know everything I saw um and. . .

b6 -2
b7C -2

DH: Yeah and there's no question.

[] Um other than, there's no wild sex by the way, I mean there was no a, you don't, it was.

b6 -2
b7C -2

DH: This will help. You bring up something that helps me and probably gets a point across to him. One of the things he was concerned about the tapes and their authenticity meaning are they genuinely him but one of the things that he knows is the tape leaked by Gawker is him and.

[] Yeah.

b6 -2
b7C -2

DH: If you guys are the ones that gave it to Gawker then I can pretty much tell him hey the Gawker has what Gawker has and that came from the folks we're dealing with so it's pretty reliable that that's you on those tapes Terry and that helps me out as well cause you know of course anybody could call anybody and say hey I've got tapes of your client and um you can't look at them until you buy "em but once you buy "em you may see that its some guy that looks like Hulk Hogan and isn't. If that's the Gawker leak tape then that's a genuine Terry Bollea tape, no question.

[] Yeah.

b6 -2
b7C -2

(Unknown sound in the background)

But I can't tell you, you know, who, who did not leak it to Gawker. What I can tell you the tapes that I have seen are the same, you know, actors and the same cave and the same camera and the same bedroom that was on Gawker.

DH: Right.

[] Um you're, she seems very, the situation was, was weird. Um now I'm talking about the footage, alright, so the situation was weird um there are times during the sex, before, during and after the sex where um [] is walking in and out of the bedroom and chatting um you know with his wife and his best friend as they're having sex and they're chatting back. Um the sex is pretty straight. I mean there is no, there's, there's nothing that would be even remotely unusual or fetish like. It was pretty straight sex um.

b6 -2
b7C -2

DH: Right.

[] Oral sex both ways um him on top, her on top and that's it um there's never even an occasion where he was behind.

b6 -2
b7C -2

DH: Right.

[]

And then you know I think that it's pretty clear that, that he was going through and let me tell you too and I, I've been a fan of your client for years um.

DH:

Well he needs (IA)

b6 -2
b7C -2

[]

(UI)

DH:

... which is not a graphic self []

[]

(Laughs) Yeah he seems like just a really, really nice guy who was going through a really bad part in his life.

DH:

Yep.

[]

Um he, he confides in, mostly her so it's just talk a little the conversation is between your client and what's her name? Clem?

b6 -2
b7C -2

DH:

Yeah Heather Clem, yeah.

[]

Yeah so he confides in Clem about the deteriorating condition of his marriage and you know the ins and outs of his marriage and he had some choice words for his ex-wife.

b6 -2
b7C -2

DH:

(Chuckles) Yeah.

[]

Um and ah at one point he complains and confides in Clem about the deteriorating condition between the relationship between he and his daughter um and at some point you know they talk about that for an extended period of time.

DH:

Right.

[]

Um but both him, Clem and then after they have sex ah [] comes in and, and all three of them are talking about her and at some point its discussed that she is a thankless bitch, that she's choosing sides, she's going with her mother and they move to L.A. and there was some Thanksgiving where they had um Thanksgiving dinner and didn't invite him and um it was really heartbreaking for him and um you know someone mentioned something about throwing her to the, to the curb.

b6 -2
b7C -2

DH:

Wow that would seem to authenticate the tape that it's him that's for sure. Because I mean a lot of what you're talking about I've sort of heard that same story. I've repped with him for about six years now so.

[]

Yeah.

b6 -2
b7C -2

DH: (Sighs) I've, I've heard the same discussions you know in reference to the issues and he problems with the kids and you know, every, in the divorce courts everybody tries to pick sides or parents try to get kids to pick sides so that (IA)

[redacted] Then there was just some more discussion um seems like he has a very close relationship or had a very close relationship with his son and he was constantly mentioning his son and, and wanting to keep him close and happy and satisfied. Um there was some discussion about his son's girlfriend's sister calling him or texting him and, and wanting to um date him if his, if Hulk's marriage did in fact fall apart.

b6 -2
b7C -2

DH: Right.

[redacted] Um and then she was seventeen or eighteen.

b6 -2
b7C -2

DH: Yeah I think that, I think they put that one out on TMZ too but that came from (IA)

[redacted] And then the other um discussion really the, probably the most noteworthy thing or from your perspective is talking about, the same conversation where they're talking about um how thankless [redacted] was. He's talking about how much money he invested into her music career and I think he said it was something around two million.

b6 -2, 4
b7C -2, 4

DH: Right.

[redacted] And that there was some billionaire in Miami who I get the impression that he was black.

DH: Right.

b6 -2, 4
b7C -2, 4

[redacted] Um and that he thought that [redacted] was fucking this guy's son because he caught them kissing or cuddling or something like that and he's like his, look I'm driving I don't have my notes so don't quote me on this but the conversation went something like, now I'm not an outrageous, you know I don't care if you fuck, I mean I'm not two-faced like that you now fuck all you want. Um but I'd rather not you fuck a nigger and if you're gonna fuck a nigger ah you, you just assume I'd rather have you fuck a nigger that was a seven foot tall NBA um not you know, not some piece of shit seventeen year old kid.

DH: Right.

[redacted] And he said something about you know I'm not a racist um well maybe I am but no more than anybody else and they all got a chuckle out of that.

b6 -2
b7C -2

DH: Right.

[redacted]

And that was pretty much the gist of that conversation.

b6 -2
b7C -2

DH: Yeah that would not be a good thing.

[redacted]

So (pause) so there it is. I mean other and you know other than the methods I spoke about earlier as far as assurance um I don't have any other ideas.

DH: Right.

[redacted]

And the tape is, you know, it is what it is.

b6 -2
b7C -2

DH: Well a couple of things come to mind. I mean referencing and assurances, you now, I and I haven't talk to you about money but I do want to talk to you about that because it may be so far out of our bar, our, our ballpark that you know it's just something I may have to say you know let you guys roll with it and do what they do with it but if we're in a situation where money is paid up then obviously we want to be in a situation to know that they're not going to be leaking other information from other tapes that we haven't bought. That would certainly be one concern and I, I need some assurance from them that as, as far as what they possess, they possess these three, that's only these three. They've got no more, we're not gonna hear about a fourth one that inadvertently showed up later after we cut some sort of a deal, that this would have to be. you know, all inclusive as referenced anything they have now or anything they get in the future cause I really don't want to be in that situation where somebody held one back or said oh no we just found this or this one just came up. And the other issue of course would be if, if we're talking money I know that ah there's a value to these. I just don't know in your mind what that value is. I haven't seen them, you have. I haven't had the luxury of being able to access the potential damage impact if these things get out and certainly you have and I'm assuming if there's conversation such as what we just talked about referencing [redacted] and you know who she's dating, that the racial issue certainly could cost him a great deal as far as sponsorships. I mean he's a national guy and he's got a certain image to maintain so I guess what I'm looking for here is what are we talking about money to make sure that doesn't happen.

b6 -4
b7C -4

[redacted]

Look I, I don't care how you respond to my next question but I need you to start, start the negotiation off.

b6 -2
b7C -2

DH: (Chuckles) Well then I'm negotiating against myself [redacted] I mean there's no

No, no, no you're not, you're, you're just starting, I don't care if you say a dollar.

DH:

Alright then I'll say a dollar.

b6 -2
b7C -2

(Chuckles)

DH:

And I'm not trying to be . . .

Oh well don't.

DH:

Alright. I'm not trying to be flippant. I just need to know whether.

b6 -2
b7C -2

No I understand, I understand but I don't want to get in a position where you know it comes back later that we demanded X and, and you never countered so now that you know, we started a negotiation per acquisition of my client's right.

DH:

Right. No I mean.

So.

DH:

As, as far as I'm concerned.

b6 -2
b7C -2

I think we can talk later.

(Unknown sound in background)

DH:

I'm, I'm in an uncomfortable position for two reasons. Number one, I've never seen them. I don't know how damaging they are, like I said, I think you do. You certainly are better off in that sense than I am. Number two, I am in the comfortable position knowing something about his finances. I'm not his accountant by any means but I have some knowledge as to contracts and I'll be straight up with you. He's lost two major contracts since this thing broke open, one with Rent-A-Center and another with this health food vitamin company that was gonna sign him for a, a pretty good contract, they've pulled back and they pulled back because of these leaks that are out there so obviously if the leaks are gonna get worse in the event that we don't deal with it then that's certainly the incentive for him to want to deal with it but you know. I mean money is relative. Some people think that a million bucks is a lot of money, some people think it isn't. I frankly think it is and that's why I'm just trying to get some ballpark from you of where your head's at or your client's head at as far as the value of these things to them. As I keep saying, our goal is to make sure that this stuff doesn't get out there. This hurts him dramatically. I think everybody appreciates and knows that and that's what we're buying and essentially I don't know what value your client places on that.

[]

Well I think we would counter with, with a million dollars.

DH:

And I'm assuming a million dollars is negotiable? Or is it not? b6 -2
b7C -2

[]

Yes.

DH:

Okay.

[]

It is.

DH:

Now, from the perspective of involving Terry, I mean do you want me just to go with him and say look they're talking a million bucks, we're gonna have another phone call, you sit down with me Terry and this way certainly I can give him an idea of what is on these tapes in the sense of the discussions about [] I've talked to him and I, I know I mentioned the racial issue to him and he was kind of blank on that like it wasn't ringing a lot of bells. This gives me the opportunity to at least present him with that information and maybe if you could, if, if you can look at these things and try to give me a better heads up as far as what we're seeing out there because you know I've told you my purpose here is to avoid the damage and stop the bleeding, literally. And if you can say to me hey Dave, you know, look there's some other stuff on here it allows me to at least advise him what I consider that value to him. Commercially, that value may or may not be, you know, in terms with what you guys are asking and I know we haven't reached a bottom line figure and you haven't hit that point where you said hey that's it, it doesn't get any lower than that but is that something you can do?

b6 -4
b7C -4

[]

I would think so I mean, for, as far as viewing the tapes um you know at some point we're gonna have to have a show and tell. I could probably make an offer of proof of what exactly what it is. I think um then we can agree on price um then ah so long as the material is what I told you it is.

b6 -2
b7C -2

DH:

Right.

[]

You know we close the deal and if the material is anything other than what I told you it was then you know the agreement that we had is off.

DH:

Okay.

[]

Um and, and look I don't mean to put myself in your shoes or how you talk to your client or what kind of relationship you have but I hope that you and I are dealing in a professional way that is truthful, open, candid. Um and I hope that ah I know that I appreciate that. I hope you do and I hope your client does and um it's not my intention here um to hold anybody over the fire um, um you know I hope I'm part of the solution here.

b6 -2
b7C -2

DH: Can, can I ask you a question and you don't have to tell me the answer to this but this certainly helps me come to any understanding of whether this is maybe a copy of the original or the original. If [redacted] signature is on the CDs or whatever it is, DVDs, that suggests to me that those are originals. Now I don't think [redacted] and a, you know again I don't know but I don't think [redacted] went around and make a bunch of copies and handed them out to people. But how do you, are you comfortable believing that [redacted] name is in his handwriting?

b6 -2
b7C -2

[redacted] Yeah.

DH: And if we go on that theory is there any way you can let me know, just even in general, how your clients got a hold of 'em. Is it something they were given or how did they wind up with 'em so again it goes back to whether these may be originals or might be a bunch of in a series of copies.

b6 -2
b7C -2

[redacted] Yeah it, they, they purchased them um from a, from another individual, not, not from [redacted]

DH: Okay I mean is that person close to [redacted] do you know? And I'm not trying to put you on the spot [redacted]

[redacted] I, I believe he is yeah, I believe, I believe that the seller ah was close to [redacted]

b6 -2
b7C -2

DH: Okay, alright.

[redacted] By the way I, I think you're, I think you're entitled to, to know exactly how this happened um you know before that check is cashed.

DH: Well and that's something I'm assuming you can fill us in on as how this happened, whose done what and that, you know. I mean look it's no secret that we filed a lawsuit against Gawker trying to get this thing off the air and you know.

[redacted] Right.

DH: Again the last thing I want to do is to be chasing every potential internet out there because we've put Gawker down, next thing you know we got three other sites showing this stuff and that's why I was concerned as to whether your clients were potentially taking this around and ah it, I don't know. You know I'm getting the impression from you you're telling me they're not but what, can you tell me that? Is that something you can share with me?

b6 -2
b7C -2

[redacted] Well it's not me. I mean I, I can tell you what I've told them. I've told them to speak to no one ah to do nothing with those things ah put them in a safety deposit box.

DH: Okay and I mean.

They, they have assured, then they have assured me that they've done that.

DH:

Now do you think that that was something they might have done beforehand because I'm not saying its current as far as current events but I know somebody was shopping these two different sites for a while and if it was before this whole thing broke open I don't have a problem with it and I think most of it was. I would just like to know and maybe you can talk to your people and find out if it was them. That gives me a higher level of security to be able to tell Terry, Terry I know it went to other internet sites but in all probability it was the same folks that we're dealing with now. We don't have another team out there trying to get internet sites interested cause they've got them too. You know cause if somebody else has got 'em obviously, they've got very little if any value to us.

Agreed, agreed.

DH:

And that's why I'm trying to get some sort of feel here for what's up out there.

Yeah you know it's, it's my understanding that these are the original tapes and that there are no other copies out there.

DH:

Okay well that makes me feel a lot better. I think then we've got something to talk about. Um what I'd like to do is you know I'm meeting with him later. I'd like to be able to get back with you once we have an opportunity to figure out what, you know and I, and I tell you one thing I hate. I hate this constant back and forth where somebody says you know I'll give you a dollar, you say a million. I say we'll give you a hundred thousand, you say nine, you know there's gotta be a point where there's a value in your head and I don't know whether we can get to that point on this call or not but if we can its gonna save a lot of the back and forth. I, I'd kind of rather go on with everybody's bottom line and say this is what it costs, let's not waste a lot of time, you're either in or you're out, meaning talking to Terry. And I'm very much a straight shooter with him. I don't usually you know waste a lot of time going back and forth in negotiations with him. I'll say look this is worth to them. It doesn't matter what you think its worth, this is what its worth to them. Can you do that for me?

I don't think that this conversation I can do that. You know I still need to talk to my people.

DH:

Okay.

Ah and then I think you know like look, you know we're not asking for two million, you know, you know that, you know that a million isn't firm, you know

b6 -2
b7C -2

←

b6 -2
b7C -2

b6 -2
b7C -2

we're not asking for ten million so you know, knowing that our counter to your one dollar settlement was, was a million and it's not firm I think you should see if, you know, if we're, if we're (IA) so you know let's, let's put a little time aside ah let's have the people in authority within your shot.

DH: Right.

And, and then maybe in the next phone call let's see if we can't, can't get this done.

b6 -2
b7C -2

DH: Okay do me favor and I'd like to offer some assurance to your folks and tell them we are interested um I don't want to out of frustration thinking they've gotta go out and do something to ah you know get our attention would be the best thing um that's not necessary. We get it, we're interested. We, as I've told you, are certainly well aware of the value to him in reference to his reputation and things like that and frankly I think his reputation has taken enough of a hit to get that point across just by what's going on in the news. Ah so please let them know that. It's a good faith dealing and if I had a, a definite figure I could give you certainly a quicker answer but I realize you gotta talk to them and see where they're coming from as well but just let them know that we're trying to accomplish is really get a chance to get some facts and figures together so that we can meet up, that we can talk, that we can see the tapes and I don't know how long that's gonna take to get there but you can imagine that you know it's pretty important to him because he's trying to get on with his life.

Yeah, right I get it.

b6 -2
b7C -2

DH: Okay now is this.

I, I look forward to, I look forward to hearing back from you and um I think it's regrettable um that your client has taken a hit on this already. (UI)

DH: Yeah no kidding I mean he, he, I think you've summed it up, he's a good man. It's unfortunate but hey we all do dumb things but as far as getting taped though, that's a whole different story to me. I, I would hope that never happened to me.

Um yeah I (clears throat) I find the, the behavior of, of to be detestable actually after watching it.

b6 -2
b7C -2

DH: Yeah me too.

So.

DH: Hey is, hey can you give me a cell number so I can get you if I've gotta get you after hours?

[redacted]

Yeah [redacted]

b6 -2, 4
b7C -2, 4

DH:

[redacted]

DH:

[redacted]

DH:

[redacted] Okay and you've got mine obviously [redacted] so if you need me after hours don't hesitate to use it. Alright?

b6 -2
b7C -2

[redacted]

You now I actually don't think I do.

DH:

Oh here, you got a pen handy? Or can you do while you're driving?

[redacted]

Sure, yeah, yeah, hold on one second. Alright, shoot.

DH:

It's seven [redacted]

b6 -2
b7C -2

[redacted]

Yeah.

DH:

[redacted]

[redacted]

Yeah.

DH:

[redacted] and then I think you've got the office number too.

b6 -2
b7C -2

[redacted]

Right. Alright thanks David

DH:

Alright sir we'll be talking.

[redacted]

Alright, bye.

b6 -2
b7C -2

DH:

Alright, bye.

(End of recording)

[redacted]

- [redacted]

- [redacted]

b6 -2, 4
b7C -2, 4

11/9/12

[redacted] aka [redacted]

1/2 year ago - Twitter + Wordpress

• blogs about meetings

b6 -2
b7C -2

[redacted]

[redacted]

• [redacted] - Dade City

• when came over [redacted] - super

for a year ago distancing himself

- [redacted] Twitter account fired up -

brings presentation who [redacted] is

- says [redacted] blasts him -

b6 -4
b7C -4

settle defamation suit

• Tweets [redacted]

• [redacted] wanted to get in good graces -
call him out

- says [redacted] is [redacted]

- Heather wanted to sleep w/ Hogan

• Time he was living

• Being smartass on tape - about retirement

- 6 years ago

• occurred in house - bedroom

• knew being taped - all sides

- Probably Heather's idea to tape

talked about w/ 3

- Not concealed - Fed to master [redacted]

SAWKER 984

[redacted] - not unusual for Heather to tape herself having sex

b6 -4
b7C -4

- obvious camera in play - Hulk Wren, Heather, etc.

[redacted] - never seen tape

• Taped herself having sex w/ other men - before

• Tape collection - Labeled Hogan Tape

b6 -2
b7C -2

- recorded on DVD
- said "Hogan" - [redacted] writing - said to label it

- shot some on small - mini 8
↳ her writing

- other videos - Not [redacted]

↳ Gawker

↳ everytime don't cooperate - new bullet

b6 -4
b7C -4

- Heather had in collection

• when divorced - Heather had bag

• mediated - Jan, 2012 - 1st question out of mediator - Ms. Cole in sex tapes -

\$1.4 million penalty if released - not agreed to

- thought @ that time - something wrong

• 60 days later - showed up on The Dirty

- when separated 3/11 - she went to agent

b6 -1
b7C -1

[redacted] office - showed envelope bag

w/ tapes - "ultimate Fuck You" GAWKER-935

- can't recall if always running
- Heather able to
DL

[Redacted] - New office

b6 -2
b7C -2

[Redacted] gets tapes back 6/11

- Put in office - 2-5 - one Hulk tape, others were other individuals

→ In office - lower drawer under stuff

- 12/11 - moved to new building

- Guys moved stuff - forgot they were there

• 3/12 - The dirty - screen shot

↳ No tapes in desk

[Redacted]

① Heather made copy

b6 -4
b7C -4

② Someone stole tape

[Redacted]

has spoken to all previous employees

• could come up w/ list of employees who may have moved stuff

- Tweeting home address

- sex w/ 31 year old woman

- etc.

[Redacted]

[Redacted]

alleging defamation - has

not perfected

- Counsel -

- Tampa Threat

Do [Redacted]

b6 -4
b7C -4

[Redacted] - [Redacted]

[redacted] said we need \$10,000
↳ when said no-things happened - Gawker
= whenever settlement denied - another name
gets released

- No sex, no tape [redacted] w/ Heather Clea

[redacted] afraid of Safety
" " "

[redacted] went to [redacted]

Atty
- inside counsel

[redacted] - Sept. 28

• Went w/ 2 others - Just showed up - lunch time
• Had good info it was him - signed in [redacted]

[redacted] says knows who [redacted] is - if

• Please stop prefer to speak w/ Atty - says he'll talk

• Says are you threatening me

- Talks about in blog - confirm it's him

- Stopped for week

- Oct 4 - Hogan sex tape released

- Found tapes being shipped

↳ void [redacted] TMZ = 3/12

- Nothing from 3/12 - 10/4/12

[redacted] Agent - could negotiate

Lost endorsements - Have been others

Stimray Chevy \$50,000

[Redacted]

said he got call

Tried to hurt reputation

b6 -4

b7C -4

Know has lawyer

Feel targeted

Heather - quiet - had lunch w/ [Redacted]

Settlements

[Redacted]

Settlement

b6 -4

b7C -4

- Settlement

[Redacted]

- latest \$10,000 demand

Talked

Det. [Redacted] - HCSO [Redacted]

Det. [Redacted] HCSO [Redacted]

Threat of DVAs

Unlawful Dist.

Harassment

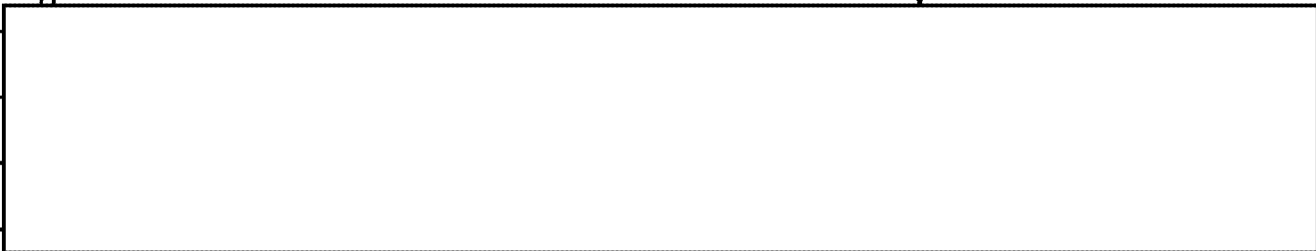
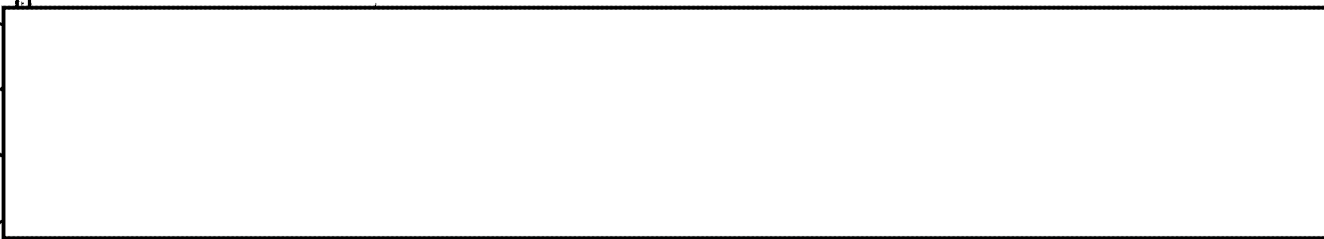
b6 -5

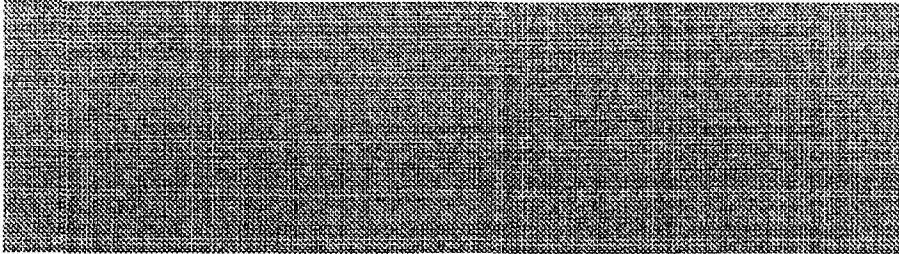
b7C -5

Major [Redacted] - St. Pete

Uniform Support Commander

b6 -2, 4
b7C -2, 4





EOUSA

From: [redacted]
(B)(6) Sent: Tuesday, November 13, 2012 10:22 AM
(B)(7)(c) To: [redacted]
Subject: FW: 9 of 9

Sara- 3 sets of tweets from this morning... Note the one about the check. Let's discuss when you are able.

b6 -1, 4
b7C -1, 4

SA [redacted]
Tampa Division, Pinellas RA
Office [redacted]

From: [redacted]
Sent: Tuesday, November 13, 2012 9:44 AM
To: [redacted]
Subject: 9 of 9

[redacted]
From: [redacted]
Sent: Friday, October 19, 2012 3:18 PM
To: [redacted]
Subject: FW: 10.19.12 [redacted] Matter

b6 1, 2, 3
b7C -, 2, 3

SA [redacted]
Tampa Division, Pinellas RA
Office [redacted]

From: [redacted]
Sent: Friday, October 19, 2012 3:01 PM
To: [redacted]
Subject: 10.19.12 [redacted] Matter

b6 -1, 2, 4
b7C -1, 2, 4

[redacted]
The case seems to take a number of twists and turns and I wanted you to be aware of the following. It seems as though [redacted] and Heather made quite a habit of taping folks.

As I understand it, there are potentially tapes on [redacted] as well as [redacted]. The troubling matter is there may also be tape on [redacted]. This [redacted] has been a good friend of [redacted] for a number of years, has stayed with [redacted] at his home and may have taken advantage of the opportunity and invitation from [redacted] to sleep with his wife.

As is apparent, Heather would record these people and in fact, according to [redacted] has on one of the tapes said "Oh I better turn this recorder on, if I don't I am going to be in big trouble". It seems she was operating at [redacted] direction for the purpose of creating what might be a rather valuable library for future use.

b6 -1, 2, 4
b7C -1, 2, 4

I am not sure whether [redacted] is representing them, although I am beginning to think so just simply by the fact someone is showing snippets to [redacted] in order to continue generating interest.

Heather's statement on the tape [redacted] viewed is very simple. She is doing this at someone's direction for a specific purpose and it certainly concerns more than Terry Bollea.

Did you get a chance to talk to the State's Attorney? The more I check into the idea of prosecution on a State level for the production of the tape, the more I am simply amazed that the states attorney's office has no interest. The statute of limitations is not based simply upon the date of production, but as we have learned is also tied in with dissemination or attempted discrimination.

Please let me know if you did have a conversation. I know you don't want two things going on at once, but I am curious as to what their position may be.

Sincerely,
David R. Houston

[redacted]
David R. Houston, Esq.
432 Court Street
Reno, NV 89501
775-786-4188
775-786-5091 FAX

b6 -4
b7C -4