

COURT ORDER RE AMAZON’S MOTION TO COMPEL COMPLIANCE WITH C

AMAZON’S REQUESTS	CREDITORS’ RESPONSES	AMAZON’S COMPROMISE	
<p><u>No. 33</u>: All documents relating to payments made by You or PersonalWeb to lawyers, accountants, or other corporate service providers in excess of \$100.00 since March 1, 2021.</p>	<p><u>No. 33</u>: Monto objects to this Request under FRCP 45(d)(1), (2)(ii) on the grounds that it is vague with respect to the term “service providers” and “relating to,” and overbroad insofar as it may be interpreted as calling for such matters other than as related to the Action or the Receivership Action. To the extent the intent of this Request is to call for matters other than as may relate to the Action or Receivership Action, Monto objects to producing same as not relevant to Amazon’s post-judgment collection efforts and same will not be separately produced or logged.</p> <p>Monto further objects to this Request to the extent that it seeks production of documents protected by the attorney-client privilege and/or the attorney work product doctrine and the joint interest privilege, including counsel billing statements (but not the payments themselves) including communications with the Frandzel firm and any “service provider” or accountant who served as an expert consultant.</p> <p>Subject to and without waiving the foregoing objections, Monto responds as follows: In accordance with the scope and limitations of the Order, after having conducted a reasonably diligent search, Monto will produce the responsive documents within its possession, custody, or control including electronic</p>	<p><u>No. 33</u>: Monto should produce documents responsive to the full scope of this request as the Court ordered. But in the interest of compromise, Amazon offers to limit the request to the production of Monto’s complete general ledger, provided counsel represents that the ledger is accurate and complete and reflects all responsive payments, clearly identifies the recipients of said payments, and subject to Amazon’s ability to seek further production concerning any payments made on behalf or for the benefit of PersonalWeb.</p>	<p>No. 33: Monto should produce documents responsive to the full scope of this request as the Court ordered. But in the interest of compromise, Amazon offers to limit the request to the production of Monto’s complete general ledger, provided counsel represents that the ledger is accurate and complete and reflects all responsive payments, clearly identifies the recipients of said payments, and subject to Amazon’s ability to seek further production concerning any payments made on behalf or for the benefit of PersonalWeb.</p> <p>Monto further objects to this Request to the extent that it seeks production of documents protected by the attorney-client privilege and/or the attorney work product doctrine and the joint interest privilege, including counsel billing statements (but not the payments themselves) including communications with the Frandzel firm and any “service provider” or accountant who served as an expert consultant.</p> <p>Subject to and without waiving the foregoing objections, Monto responds as follows: In accordance with the scope and limitations of the Order, after having conducted a reasonably diligent search, Monto will produce the responsive documents within its possession, custody, or control including electronic</p>

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	<p>communications such as email, as well as a privilege log reflecting any documents or communications withheld under a claim of privilege or protection.</p>		<p>Re. ma log pro Ha Am suf Mo are or</p>
<p><u>No. 34:</u> All documents relating to any retainers paid by you to lawyers, accountants, or other corporate service providers that have a remaining balance, surplus, or is an unearned retainer fee since March 1, 2021.</p>	<p><u>No. 34:</u> Monto objects to this Request under FRCP 45(d)(1), (2)(ii) on the grounds that it is vague with respect to the term “service providers” and “relating to,” and overbroad insofar as it may be interpreted as calling for such matters other than as related to the Action or the Receivership Action. To the extent the intent of this Request is to call for matters other than as may relate to the Action or Receivership Action, Monto objects to producing same as not relevant to Amazon’s post-judgment collection efforts and same will not be separately produced or logged.</p> <p>Monto further objects to this Request to the extent that it seeks production of documents protected by the attorney-client privilege and/or the attorney work product doctrine and the joint interest privilege, including counsel billing statements (but not the payments themselves) including communications with the Frandzel firm and any “service</p>	<p><u>No. 34:</u> Amazon accepts Monto’s proposed compromise based on the representations of Monto and its counsel, subject to provision of a redaction log and Amazon’s ability to challenge any improper redactions.</p>	<p>No obj wa pro agr Ro (“F rel FR the rea ret or dur oth one ma An for Mo Th</p>

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	<p>provider” or accountant who served as an expert consultant.</p> <p>Subject to and without waiving the foregoing objections, Monto responds as follows: In accordance with the scope and limitations of the Order, after having conducted a reasonably diligent search, Monto will produce the responsive documents within its possession, custody, or control including electronic communications such as email, as well as a privilege log reflecting any documents or communications withheld under a claim of privilege or protection.</p>		
<p><u>No. 41</u>: All documents relating to Your financial relationship with PersonalWeb, Brilliant Digital Entertainment, Inc., Europlay Capital Advisors, LLC, Claria Innovations, LLC, SAM, or SAM Ventures, including loans, write-offs or debt forgiveness, advances, any sales for less than fair market value, or any payments made from December 31, 2019 through the present.</p>	<p><u>No. 41</u>: Monto objects to this Request under FRCP 45(d)(1), (2)(ii) on the grounds that, apart from the matters described in the “including” clause, it is overly broad, burdensome and oppressive, and vague, including with respect to the term “financial relationship.” Monto further objects to this category on the grounds that it is overbroad, burdensome and harassing, seeks documents that violate the financial privacy of Monto regarding its “financial relationship” with Brilliant, Europlay, and/or SAM (which has served as counsel for Monto on other matters) insofar as they relate to matters unrelated to PersonalWeb, the Action and/or the Receivership Action. Monto will not produce such documents or separately log same but is willing to meet and confer with Amazon to discuss the relevance, if</p>	<p><u>No. 41</u>: Amazon offers to limit the time-scope of the request to documents created on or after January 1, 2010, a reasonable period before the founding of PersonalWeb – except for the portion of the request that calls for any payments made from December 31, 2019 through the present, which will have the same starting date set forth in the request.</p> <p>Monto should otherwise produce documents responsive to the full scope of this request as the Court ordered.</p> <p>Monto’s proposal artificially restricts the kinds of financial transactions for which it is willing to produce documents; for example, it does not agree to produce documents relating to any payments made from December 31, 2019 through the present, as</p>	<p><u>No. 41</u>: Monto objects to this Request under FRCP 45(d)(1), (2)(ii) on the grounds that, apart from the matters described in the “including” clause, it is overly broad, burdensome and oppressive, and vague, including with respect to the term “financial relationship.” Monto further objects to this category on the grounds that it is overbroad, burdensome and harassing, seeks documents that violate the financial privacy of Monto regarding its “financial relationship” with Brilliant, Europlay, and/or SAM (which has served as counsel for Monto on other matters) insofar as they relate to matters unrelated to PersonalWeb, the Action and/or the Receivership Action. Monto will not produce such documents or separately log same but is willing to meet and confer with Amazon to discuss the relevance, if</p>

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	<p>any, of such matters to the past judgment collection efforts of Amazon.</p> <p>Monto further objects to this Request to the extent that it seeks production of documents protected by the attorney-client privilege and/or the attorney work product doctrine and the joint interest privilege, and documents reflecting counsel's mental impressions, conclusions, opinions, legal advice or legal theories.</p> <p>Subject to and without waiving the foregoing objections, Monto responds as follows: In accordance with the scope and limitations of the Order, and consistent with the statements in this response after having conducted a reasonably diligent search, Monto will produce the response documents within its possession, custody, or control including electronic communications such as email, as well as a privilege log reflecting any documents or communications withheld under a claim of privilege or protection.</p>	<p>requested, or more generally any sales, purchases, or receipts among Monto and PersonalWeb, Brilliant Digital Entertainment, Inc., Europlay Capital Advisors, LLC, Claria Innovations, LLC, SAM, or SAM Ventures. The insiders have already produced some documents reflecting payments made directly on PersonalWeb's behalf. The financial arrangements and transactions between and among these entities are necessary to establish any alter ego relationships and/or the fraudulent nature of the secured debt instruments by which the insiders secured the receivership to avoid the Court's judgment.</p>	<p>in n rea exi or sta pro it v reg fur</p> <p>M <i>Am</i> <i>sta</i> <i>lim</i> <i>De</i> <i>Re</i> <i>sta</i> <i>rep</i> <i>suc</i> <i>wit</i> <i>Ve</i> <i>res</i> <i>sh</i> <i>Pe</i> <i>Top</i> <i>ove</i> <i>As</i> <i>pra</i> <i>lea</i> <i>dur</i> <i>to</i> <i>for</i> <i>tha</i> <i>fur</i> <i>pra</i></p>
<p><u>No. 42</u>: Documents sufficient to show in detail Your business</p>	<p><u>No. 42</u>: Monto objects to this Request under FRCP 45(d)(1), (2)(ii) on the</p>	<p><u>No. 42</u>: Amazon accepts Monto's proposed compromise based on the</p>	<p><u>No</u> obj</p>

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<p>purpose and operational activities, and the business purpose and operational activities of any entity that is Your direct or indirect owner, and the business purpose and operational activities of any entity of which You are a direct or indirect owner.</p>	<p>grounds that it is overly broad, burdensome and oppressive, harassing and vague.</p> <p>Monto further objects to this Request to the extent that production of the requested records violates the financial privacy rights of Monto and/or its shareholders, and the entities in which it has investments. Monto is an investment company with numerous investments in numerous entities in numerous countries since its formation in 1982 none of which have anything to do with PersonalWeb or the Action or the Receivership Action. Apart from its organizational documents, Monto will not produce such documents or separately log same but will meet and confer with Amazon to discuss the relevance, if any, of such information to the post-judgment collection efforts of Amazon.</p>	<p>representations of Monto and its counsel including the offer to meet and confer concerning what additional documents are required. Documents related to Austinvest and the direct and indirect owners of Monto are responsive to other requests and should be produced.</p>	<p>wa rea hav suc tha As hol pri acc sec loa (th pro Re of 12/ 12/ 12/ sho sur per ind acc leg ad pri bac an WI bec cla ye Per oth wh any Mo rel</p>

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