

# EXHIBIT D

## McCormick, Patrick Emerson

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**From:** Todd Gregorian <TGregorian@fenwick.com>  
**Sent:** Tuesday, November 21, 2023 12:27  
**To:** McCormick, Patrick Emerson  
**Cc:** Christopher Lavin  
**Subject:** RE: conference

**CAUTION!** [EXTERNAL to Lewis Roca]

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Thanks Patrick, I have re-sent my last email. I do not think the lead time objection is going to be very persuasive with the Court, given that we filed our motion months ago and the Court here is already giving PersonalWeb a second chance on an objection that it failed to substantiate in its opposition brief. And by your own admission, until the correction late last night PersonalWeb's calculation was hundreds of thousands of dollars off. I can confirm that Amazon's position is that \$500,000 is not a correct calculation, even if the Court were to accept PersonalWeb's objection.

Todd Gregorian  
Fenwick | Partner | +1 415-875-2402 | [tgregorian@fenwick.com](mailto:tgregorian@fenwick.com)

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**From:** McCormick, Patrick Emerson <PMcCormick@lewisroca.com>  
**Sent:** Tuesday, November 21, 2023 11:15 AM  
**To:** Todd Gregorian <TGregorian@fenwick.com>  
**Cc:** Christopher Lavin <CLavin@fenwick.com>  
**Subject:** RE: conference

**\*\* EXTERNAL EMAIL \*\***

Todd,

Perhaps there is a glitch in our communications. I have not received any email from you or Chris offering a phone call to discuss, so I worry that I might be missing emails from you. Can you please send again?

Amazon did not provide enough lead time for me to get a response from PersonalWeb before the brief was due, so I cannot accept or reject any offer from Amazon. My point is, and has been, that attempting to negotiate new frameworks given the timeframe of the deadline of this filing and late timing of Amazon's offer was unlikely to be productive. Amazon had this information for three days, yet failed to follow up with an offer until I nudged you the day before.

If I hear from PersonalWeb with a response before I file this brief, I will let you know. Otherwise, I do not expect a phone call would be productive as I am not authorized to agree to any proposal from Amazon short of the 25%, or approximately \$500,000, PersonalWeb originally requested in its Response. If that is a proposal you are interested in discussing, please let me know.

Best,  
Patrick

Patrick Emerson McCormick, CIPP/US

He | Him | His  
Associate  
Admitted in Arizona, California, and Colorado

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D. 520.629.4455

**LEWIS**  **ROCA**

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**From:** Todd Gregorian <[TGregorian@fenwick.com](mailto:TGregorian@fenwick.com)>  
**Sent:** Tuesday, November 21, 2023 11:59  
**To:** McCormick, Patrick Emerson <[PMcCormick@lewisroca.com](mailto:PMcCormick@lewisroca.com)>  
**Cc:** Christopher Lavin <[CLavin@fenwick.com](mailto:CLavin@fenwick.com)>  
**Subject:** RE: conference

**CAUTION!** [EXTERNAL to Lewis Roca]

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Patrick,

I have provided a dollar range for a compromise, two alternative approaches to the issue that would bring us within that dollar range, and just now in a separate email thread offered you a phone call to discuss them. Either PersonalWeb is interested in pursuing a discussion along those lines, or it is not. If PersonalWeb is only interested in the bottom line and not the principles, that is fine. But please do not posture as if Amazon has not made a proposal.

Todd Gregorian  
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**From:** McCormick, Patrick Emerson <[PMcCormick@lewisroca.com](mailto:PMcCormick@lewisroca.com)>  
**Sent:** Tuesday, November 21, 2023 10:41 AM  
**To:** Christopher Lavin <[CLavin@fenwick.com](mailto:CLavin@fenwick.com)>; Todd Gregorian <[TGregorian@fenwick.com](mailto:TGregorian@fenwick.com)>  
**Subject:** RE: conference

**\*\* EXTERNAL EMAIL \*\***

Chris,

Unsurprisingly, PersonalWeb disagrees with Amazon's characterizations, but that will all be addressed in its supplemental response.

I really wish Amazon had gotten back to me earlier than the night before this is due, especially since it had PersonalWeb's list of challenged entries for three days. I only received any proposal from Amazon after following up with your office, at which point Amazon sought to define new frameworks for negotiation instead of engaging with the content provided by PersonalWeb.

Again, if Amazon would like to propose a specific number to which the Parties might stipulate, or identify entries to which it objects for PersonalWeb to consider, please let me know. The Parties can still resolve this via stipulation after we file PersonalWeb's Supplemental Response today.

Best,  
Patrick

**Patrick Emerson McCormick, CIPP/US**  
*He | Him | His*  
Associate  
*Admitted in Arizona, California, and Colorado*

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**LEWIS  ROCA**

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**From:** Christopher Lavin <[CLavin@fenwick.com](mailto:CLavin@fenwick.com)>  
**Sent:** Tuesday, November 21, 2023 11:22  
**To:** McCormick, Patrick Emerson <[PMcCormick@lewisroca.com](mailto:PMcCormick@lewisroca.com)>; Todd Gregorian <[TGregorian@fenwick.com](mailto:TGregorian@fenwick.com)>  
**Subject:** RE: conference

**CAUTION! [EXTERNAL to Lewis Roca]**

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Patrick,

Your position that Amazon has waived its claim for fees that PersonalWeb has falsely deemed as incurred solely in pursuit of alter ego claims is unfounded. Amazon argued that fees for “post-judgment proceedings” are proper, and more specifically, “fees incurred in the related state court actions,” which covers the disputed time entries that PersonalWeb failed to identify in its opposition brief. Reply at 2-4. Moreover, the crux of Amazon’s position on further supplemental fees is that a case is viewed as an “inclusive whole” and that fees to enforce a judgment, which all these time entries were, are recoverable. *Id.*

Amazon has proposed two principles for coming to agreement on an amount of fees along with an approximate amount of fees, depending on which one was used. But so far, PersonalWeb has not responded to either proposal and, unfortunately, shown no interest in engaging in a discussion except to raise clearly unsupported positions.

Regards,  
Chris

Chris Lavin

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**From:** McCormick, Patrick Emerson <[PMcCormick@lewisroca.com](mailto:PMcCormick@lewisroca.com)>  
**Sent:** Monday, November 20, 2023 8:43 PM  
**To:** Todd Gregorian <[TGregorian@fenwick.com](mailto:TGregorian@fenwick.com)>  
**Cc:** Christopher Lavin <[CLavin@fenwick.com](mailto:CLavin@fenwick.com)>  
**Subject:** RE: conference

**\*\* EXTERNAL EMAIL \*\***

Todd,

I understand that this is Amazon's position, but the time to raise these argument was in Amazon's reply. Instead, Amazon made no challenges to the unavailability of fees incurred in pursuit of alter ego claims. Instead, it conceded the point and voluntarily waived a small portion of fees related to alter ego claims. The attached worksheet simply applies this point to all the fees Amazon incurred in pursuit of alter ego liability of the Secured Creditors and discovery related to the same.

I will let you know if PersonalWeb is willing to entertain Amazon's proposed amounts. In the meantime, as I double-check my work, I realized I had made two errors. First, I had copy-pasted the entries from the invoices directly without applying Amazon's discount on its hours. Second, I had included entries from individuals who must have billed less than 30 hours during the relevant period, as there are no hourly rates provided for them in Dkt. 873 at 6. A new version properly reflecting Amazon's requested rates and excluded individuals is attached. PersonalWeb is now seeking a \$566,411.51 reduction in fees.

If Amazon comes to a solid number to which it is willing to stipulate while I wait for a decision from PersonalWeb, please let me know, as I do not expect we will have a lot of opportunity for back-and-forth tomorrow before I have to finalize this supplemental response.

Best,  
Patrick

Patrick Emerson McCormick, CIPP/US  
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Associate  
Admitted in Arizona, California, and Colorado

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

From: Todd Gregorian <[TGregorian@fenwick.com](mailto:TGregorian@fenwick.com)>  
Sent: Monday, November 20, 2023 18:11  
To: McCormick, Patrick Emerson <[PMcCormick@lewisroca.com](mailto:PMcCormick@lewisroca.com)>  
Cc: Christopher Lavin <[CLavin@fenwick.com](mailto:CLavin@fenwick.com)>  
Subject: Re: conference

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