

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

SECURITIES AND EXCHANGE COMMISSION,	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	Civil Action No. 1:13-cv-01036-ML
	§	
ROBERT A. HELMS, ET AL.,	§	
<i>Defendants,</i>	§	
	§	
and	§	
	§	
WILLIAM L. BARLOW AND GLOBAL CAPITAL	§	
VENTURES, LLC,	§	
<i>Relief Defendants.</i>	§	

RECEIVER’S RESPONSE TO CLOVIS CAPITAL VENTURES, LLC’S MOTION TO COMPEL

COMES NOW Thomas L. Taylor III (“Receiver”), Court-appointed receiver in the above-styled action (the “Enforcement Action”) for the defendants and all entities they own or control, and respectfully files this Response to Intervenor Clovis Capital Ventures, LLC’s (“Clovis”) Motion to Compel (Doc. 160) (the “Motion”).

A. Preliminary Statement

This Court permitted Clovis’ intervention for “the limited purpose of addressing issues relating to Clovis’ purported security interest” in the Ozona Interests¹, Order Regarding Intervention (Doc. 146 p. 2), and permitted the parties to conduct expedited discovery within that limited scope of intervention. Ancillary Scheduling Order (Doc. 149). Clovis served the Receiver with Requests for Production and Interrogatories on October 29, 2014. Mot. Exh. B

¹ As defined in the Receiver’s Motion for Entry of Order Confirming Sale of Certain Oil and Gas Interests of Receivership Estate. Doc. 110.

(Doc. 160-2). The Receiver timely served written objections to those requests on November 3, 2014. Mot. Exh. E (Doc. 160-5) (the “Objections”).

Given the expedited timeline of this matter, the Receiver proceeded to make an interim production of responsive documents -- subject to his Objections -- two weeks prior to applicable deadlines in the Federal Rules of Civil Procedure, *see* Exh. A² pp. 2, 6, and serve his substantive responses to Clovis’ Interrogatories -- subject to his Objections -- one week later. Mot. Exh. F (Doc. 160-6); Exh. A p. 7. As previously communicated to Clovis on November 3 and 13, 2014, due to the volume and disorganization of the Receivership records obtained by the Receiver upon his appointment, the Receiver would continue to produce responsive documents, subject to his Objections, on a rolling basis. Exh. A pp. 2, 3. Clovis never objected to this approach, and the Receiver completed his document production prior to the Court’s discovery deadline.

Clovis now seeks relief from the Court which it never raised with the Receiver prior to filing its Motion.³ Clovis cloaks its requests for relief in unsupportable accusations of bad faith and delay on the part of the Receiver, notwithstanding the Receiver’s compliance with the Ancillary Scheduling Order and his efforts to reach an agreement with Clovis upon electronic search terms narrowly tailored to capture relevant documents within the scope of Clovis’ intervention.⁴ The Receiver requests that the Court deny the relief sought by Clovis with respect

² Communications with Clovis related to discovery in this matter are attached as **Exhibit A**.

³ Clovis never informed the Receiver that it disputed his Objections, prior to contesting certain of those Objections in its Motion.

⁴ The Receiver’s production of documents includes all responsive electronically stored information returned in searches using approximately 25 search terms agreed upon by the Receiver and Clovis. As further detailed herein, the Receiver informed Clovis that approximately 30 proposed search terms were overly broad and beyond the scope of Clovis’ intervention. Clovis’ response to the Receiver in this regard ignored the over-breadth of the disputed terms, instead only making the conclusory assertion that such terms were “relevant.” *See infra*, §C, pp. 7-10.

to the Receiver's Objections as untimely, and further deny the relief sought with respect to the disputed electronic search terms because those search terms are overly broad, and because relevant responsive documents were adequately captured by the search terms upon which the parties agreed.

Notwithstanding Clovis' failure to confer sufficiently, if at all, with the Receiver regarding the matters raised in its Motion, the Receiver will continue his efforts to meet and confer with Clovis prior to the hearing set for January 8, 2014 (Doc. 167), with the hope that these issues (and those raised in the Receiver's Motion to Compel, Doc. 162) may be resolved by agreement and without the intervention of the Court.

If the Receiver's efforts to obtain Clovis' agreement are unsuccessful, the Receiver respectfully requests -- for the reasons described below -- that Clovis' Motion be denied in its entirety.

B. Clovis' Assertions of Incomplete and Delayed Productions of Documents by the Receiver are Unfounded

Clovis repeatedly asserts in the Motion that the Receiver has failed to complete his production and unduly delayed the discovery process by "slow-walking" the production of Receivership records. However, Clovis' accusations against the Receiver are contradicted by the facts involved, including the substance and timing of the Receiver's productions and several of the numerous communications between counsel for Clovis and the Receiver. Those facts and communications confirm a dramatic turnabout by Clovis in its perspective regarding the Receiver's discovery responses, suggesting that the purpose of Clovis' Motion may be more tactical than substantive. Additional discovery of the type requested by Clovis also would exceed

the scope of Clovis' intervention in this matter, which intervention was granted for "the limited purpose of addressing issues relating to Clovis' purported security interest." Doc. 146 p. 2.

As an initial matter, in light of the expedited nature of these proceedings, the Receiver agreed to begin his production of documents to Clovis within 16 days of service of Clovis' Requests for Production, well before the time limits imposed by the Federal Rules of Civil Procedure (the "Rules"). *See* Fed. R. Civ. P. 34(b)(2)(A). In this regard, the Receiver made his first interim production of documents to Clovis on November 14, 2014. Exh. A p. 6.

Moreover, as described in email communications to counsel for Clovis on November 3, 2014⁵ and November 13, 2014,⁶ the voluminous Receivership records from which the Receiver's production was to be made include all of the poorly organized business and electronic records obtained by the Receiver in the seizure of the business premises in Austin, Texas upon his appointment. The Receiver has undertaken a huge burden in searching these voluminous and unorganized Receivership records in response to Clovis' discovery requests. *See id.*; *id.* pp. 8, 18. Counsel for the Receiver reiterated this to Clovis throughout the discovery process, making it clear on numerous occasions that the productions were partial but would be supplemented. *See,*

⁵ "I propose that the parties serve substantive responses to the October 29th discovery requests on or before Friday November 14, 2014. The Receiver will make a production of documents by that date. However, because I do not know at this time the scope of the review of relevant documents, including those held in Austin, or the timeframe needed to conduct that review in full, we also would reserve the right to supplement the document production made on Nov. 14 on a rolling basis if necessary." Exh. A p. 2.

⁶ "With regard to our document production, we anticipate making an initial production this week, with supplemental production(s) to follow on a rolling basis (i) after we have reached an agreement with respect to search terms for electronic discovery and (ii) as we continue our ongoing review of the Receivership records. Please advise when you believe we and the SEC will receive your search terms proposal for electronic discovery." Exh. A p. 3.

e.g., Exh. A pp. 3, 8⁷, 18.⁸ Importantly, until it filed the Motion, Clovis never objected to the Receiver's approach of producing documents on a rolling basis.

As the Receiver has previously described to Clovis on numerous occasions, the Receivership records are extremely voluminous and are not contained in a single source file from which a single search can easily be conducted.⁹ Rather, the Receiver has been required to respond to Clovis' request by searching from within numerous and varying sources. *Id.* p. 8. The scope of these searches include, without limitation, 16 separate email accounts and other electronic sources totaling over 40 gigabytes in size. *See id.* p. 18. Further complicating the process, these searches necessarily have been conducted using different computer programs -- namely Microsoft Office and Windows Explorer. *Id.* p. 8. With respect to the former, only 20 search terms can be included at a time, which searches must be performed individually for each

⁷ "Before addressing the individual terms you have proposed, I have some general comments regarding our search capabilities. We will be searching two distinct types of electronic sources: (i) Outlook email files (.pst), and (ii) electronically stored "folders" from the hard drive of Windows-based PCs (i.e., electronic folders set up and organized by Vendetta personnel). Accordingly, we are not searching a centralized system of documents as (I believe) the SEC will be. Our searches will be conducted within Outlook and Windows, respectively."

⁸ "As we have stated from the beginning (see my email of November 3) we are conducting our search for responsive documents from within voluminous amounts of Receivership Records, from numerous and varying sources, including without limitation 16 separate email accounts and other electronic sources containing documents totaling over 40 gigabytes in size. Moreover, our search has required that we search these sources for more than 20 search terms, often having to conduct independent searches for each term in multiple sources. Only after conducting such a wide variety of searches are we able to then examine the documents returned for ultimate production to Clovis. As we stated previously, due to the voluminous amount of records from which we were searching and reviewing, we would make our production on a rolling basis starting on November 14th, and continuing as we were able to complete those searches. Clovis voiced no objection to us with regard to this approach."

⁹ Clovis' Motion attempts to contrast its interaction with the SEC's counsel in connection with email searches with the objections asserted by the Receiver. In truth, the SEC did not face the volume and complexity of records obtained by the Receiver after the seizure of the records of Vendetta Partners. *See* Exh. A p. 8 ("Accordingly, we are not searching a centralized system of documents as (I believe) the SEC will be.").

of the 16 email accounts of Vendetta Partners employees. Searches using Windows Explorer require a separate search for each term for which a search was conducted. *Id.* p. 18.¹⁰

Notwithstanding the burdensome nature of the searches requested by Clovis, the Receiver endeavored to conduct searches with the terms agreed upon by the parties. Searches using these terms returned over 25,000 pages of responsive documents which have been produced to Clovis. Further, while Clovis asserts in the Motion that the Receiver's production is incomplete, it has failed to advise the Receiver -- or to describe in its Motion -- any category of documents it thinks is missing. The issues raised by Clovis amount to a demand that the Receiver locate a needle in a haystack, without knowledge of what the "needle" is. Clovis simply wants the Receiver to conduct broad searches and produce thousands of pages of email and other electronic discovery for no purpose whatsoever, at considerable expense to the Receivership Estate.

It should be noted that the Clovis transaction was not tracked in the business records of the Receivership entities. These transactional documents were essentially buried under stacks of paper in the Austin offices of Vendetta Partners and only discovered by Receivership personnel in conjunction with Receiver's efforts to identify the contents of the Vendetta Partners oil and gas portfolio. Until the Clovis documents were discovered, the "side letter" transaction purporting to transfer a security interest in the Ozona Interests to Clovis was not known even to Vendetta's operational employees and contractors, including Raquel Foti (who normally tracked and documented the acquisition and disposition of Vendetta Partners' oil and gas-related interests) and Scott Marshall (engaged to value the Vendetta Partners' portfolio). *See also* Doc.

¹⁰ In this regard, Clovis' demand that the Receiver conduct searches with the disputed search terms to determine the amount of documents that would result from such a search is itself overly burdensome, requiring approximately 30 independent searches of both (i) the 16 email account files and (ii) the Vendetta Partners computer server; the total number of documents for each term could only be ascertained through almost 20 searches per term. Given that these search terms are overly broad on their face (*see infra*, §C, pp. 7-10), Clovis is not entitled to such relief.

160-6, p. 18 (Receiver's Response to Interrogatory No. 10). The likelihood of extensive documentation in this regard is exceedingly low given that Helms and Kaelin intentionally concealed the very existence of the transaction.¹¹

The Receiver has timely served his discovery Objections in this matter, served his interrogatory responses and initial production of responsive documents prior to the deadline to do so, and completed his production of responsive documents pursuant to the Ancillary Scheduling Order. All of the Receiver's substantive responses to interrogatories and production of documents have been made subject to the Receiver's Objections; Clovis did not assert any dispute with regard to the Receiver's Objections prior to filing its Motion. As the Receiver communicated to Clovis on December 2, 2014, the disputed search terms are overly broad, and would return documents not responsive to Clovis' discovery requests and beyond the limited scope of intervention approved by the Court. The relief sought by Clovis in its Motion is not only untimely, but unduly burdensome and duplicative of the Receiver's completed discovery, including electronically stored information returned in searches using agreed upon search terms. Accordingly, Clovis' requested relief should be denied and this matter should proceed to hearing as set forth in the Ancillary Scheduling Order.

¹¹ In addition to the burden and expense of such further searches, documentation in this regard would be included in documents identified through searches conducted with the agreed upon terms "Clovis," "Chapman," "Smith," "Gaucher," "Ozona n," "security interest," "secured interest" and "collateral assignment." Those searches by the Receiver, and the corresponding productions to Clovis, were completed on December 17 and 22, 2014, well before the discovery deadline in this matter.

C. The Proposed Search Terms Disputed by the Receiver are Overly Broad, Would Capture Documents Beyond the Scope of Clovis' Intervention, and are Duplicative in Light of Other Terms Agreed Upon by the Receiver and Clovis

Notwithstanding Clovis' assertions to the contrary, the Receiver has attempted in good faith to obtain Clovis' agreement as to a reasonable remaining set of search terms for electronic discovery in this matter. It is Clovis that has failed to meet and confer in a sufficient manner with the Receiver regarding the disputed search terms. As the Receiver's counsel stated to Clovis previously, the majority of the proposed search terms in dispute are overly broad in several contexts and any searches conducted by the Receiver with such terms would return numerous results beyond the scope of Clovis' intervention in this matter. Exh. A p. 8.

Clovis failed to address at all the Receiver's concerns with regard to the over-breadth of the disputed proposed search terms. Instead, Clovis has resorted to accusations of bad faith and conclusory, unsupported statements to the effect that its overbroad terms are "relevant." Mot. Exh. G (Doc. 160-7 pp. 10-13). For example, Clovis contends that certain documents containing the word "Amegy" may be relevant – however, the use of the term "Amegy," without any qualification, in a search of the numerous electronic document sources would return every email containing the email or web address of "amegy.com," as well as every other communication in connection with Vendetta Partners' multi-year banking and lending relationship with Amegy. Clovis is not entitled to all such documents under any theory. Further, such a production would far exceed the limited scope of Clovis' intervention in this matter with respect to "the limited purpose of addressing issues relating to Clovis' purported security interest." Doc. 146 p. 2. Yet Clovis' counsel has entirely failed to respond to the Receiver's reasonable request that the search term "Amegy" be qualified in order to limit the production to a reasonable number of documents. In fact, as detailed *infra*, §D, pp. 11-12, most of the relief sought in Clovis' Motion was never

discussed with counsel for the Receiver, and is being raised by Clovis for the first time before the Court.

Clovis has asserted “relevance” as to the rest of the disputed proposed search terms in the same manner as the “Amegy” example. The possible existence of relevant documents which contain those terms does not obviate the overly broad nature of the terms themselves.¹² Yet Clovis refused to offer any alternative, narrower terms by agreement, resorting only to assertions of relevance. Clovis’ overly broad search terms include Foti, Upshaw and Heath (Vendetta Partners employees) and Marshall (a third-party oil and gas engineering analyst engaged by Vendetta Partners).¹³ The roles of those parties with Vendetta Partners span the entirety of Vendetta Partners’ business activities, including thousands of royalty transactions and acquisitions. Clovis is not entitled to every communication to or from those individuals -- or every communication or document which references those individuals, which documents are patently beyond the scope of Clovis’ limited intervention in this matter.

As a further example, the terms “subscription agreement,” and the various iterations of “PPM” and “limited partnership agreement” would capture the entire range of documents related to Vendetta Partners’ capital raising activities, as would “contrib AND capital,” given that all limited partners contributed capital to the partnership. These activities exceed the limited scope

¹² Additionally, searches using the terms agreed upon by the parties would return relevant documents without capturing numerous documents outside the scope of Clovis’ intervention. Such documents would be returned, without limitation, in searches for the terms “Ozona n,” “security interest,” “secured interest” and “collateral assignment.”

¹³ Receiver has agreed to search the email files of Foti, Upshaw and Heath using the agreed search terms, but has not agreed to the use of these names as search terms as implied in Clovis’ Motion (*see* p. 10). The Receiver maintains that Clovis is not entitled to all documents which would contain these names, and does not agree to use these names as search terms in electronic searches.

of Clovis' intervention.¹⁴ To the extent Clovis asserts that these terms -- and the terms "security," "secured," "priority" -- are necessary search terms with respect to Request for Production No. 16 (related to other investors' ability to secure their investment), the Receiver has agreed to the use of the terms "security interest," "secured interest" and "collateral assignment," which terms would capture documents, if any, in which another investor requested, or was offered, a security interest. In this regard, the use of the overly broad search terms "collateral," "priority," "secured" and "assign" would necessarily be duplicative of the results returned by searches using the terms "security interest," "secured interest" and "collateral assignment," in addition to the terms "Clovis," "Chapman," "Smith," "Gaucher," with respect to the Clovis transaction.

Moreover, Clovis' assertion that the terms "overriding," "mineral interests" and "mineral deed" are "relevant" does not defeat the Receiver's claim that such terms are overly broad with respect to the business activities of Vendetta Partners and other Receivership entities. Vendetta Partners and other Receivership entities, including Barefoot Minerals and Technicolor Minerals, were engaged in the business of acquiring and disposing of real property and related interests, including mineral interests such as "overriding mineral interests." The acquisition of most, if not all, of the Vendetta Partners mineral assets (in many cases by "assignment") necessarily involved the execution of a "mineral deed." The use of these terms could return, without limitation, documents related to the entirety of the mineral interests acquired by the Defendants and referred to in the Receivership Records. Clovis is simply not entitled to such a broad range of documents, nor do these terms limit the breadth of documents in any way.

¹⁴ As counsel for Receiver asserted in an email of December 2, 2014, the Receiver would "produce located drafts, copies and versions of the Vendetta Partners] Agreement of Limited Partnership, but [these] search term[s are] too broad for general use." Exh. A. pp. 12-13.

With regard to the search terms “Supkis” and “Cheek,” Clovis asserts that these terms are relevant to Clovis’ discovery requests in that it is entitled to “copies of documents pertaining to her engagement, opinions, etc.” Mot. p. 11. The Receiver maintains that Clovis is not entitled to all documents related to the engagement of D. Supkis Cheek, PLLC, as expressed in his Objections to Request No. 21. Doc. 160-5 p. 28. Prior to the Motion, Clovis never challenged this Objection. The Receiver has produced documents to Clovis which, subject to his Objections, are responsive to Clovis’ Request No. 21 related to D. Supkis Cheek, PLLC’s Ponzi analysis and declaration in this matter. Doc. 95-2.¹⁵

D. Clovis has not Attempted to Meet and Confer with Respect to the Receiver’s Written Objections to Clovis’ Interrogatories and Requests for Production

Clovis has made no attempt whatsoever to meet and confer with the Receiver with respect to the Receiver’s written Objections. Despite Clovis’ assertion that it “has indicated, in various correspondence, its desire to confer about remaining discovery issues,” Mot. p. 12¹⁶, no

¹⁵ Similarly, the proposed terms “Atherton” (the representative of EnergyNet.com, Inc. (“EnergyNet”)) and “EnergyNet” are overly broad in that they would return documents spanning the entire engagement of EnergyNet by the Receiver. The Receiver made an Objection to these broad requests (Nos. 17, 18 at Doc. 160-5 pp. 26-27), which Objections Clovis has not disputed. The Receiver has produced documents to Clovis which, subject to his Objections, are responsive to Clovis’ Request Nos. 17 and 18 related to EnergyNet’s sale and valuation of the Ozona Interests.

¹⁶ The Court should disregard Clovis’ transparently specious assertion that it was not “able to begin examination of the Receiver’s discovery responses [until it received document production] in [its] entirety.” Mot. p. 6. In fact, this Court specifically ordered expedited service of discovery objections through the Ancillary Scheduling Order (Doc. 149), which allowed the parties to be able to meet and confer with regard to any discovery disputes ahead of the expedited discovery deadlines. Clovis failed to do so, notwithstanding that it received the Receiver’s objections on November 3, 2014.

communications attached as exhibits to the Motion by Clovis refer to the Receiver's Objections.¹⁷ *See* Mot. Exh. G (Doc. 160-7). In fact no such communications exist.

All relief sought by Clovis in the Motion with regard to the Receiver's Interrogatory Objections is being raised for the first time before the Court in the Motion, over seven weeks after the Receiver served such objections on Clovis.¹⁸ The Receiver has communicated this to counsel for Clovis, including his position that no discovery issues are ripe for consideration by the Court (excluding the dispute over electronic search terms and the documents withheld by Clovis and Gaucher under assertions of privilege). Exh. A pp. 18-19. The Receiver is simply not able to meet and confer with Clovis regarding discovery issues which it never specifically identified to the Receiver. Clovis has waived any relief related to these Objections because it failed to confer with the Receiver or raise them in a timely fashion.

E. Clovis has Improperly Asserted its "Issues" with Respect to Receiver's Objections

Notwithstanding Clovis' failure to meet and confer with regard to the Receiver's Objections, Clovis further fails properly to address the Receiver's Objections in its Motion. Clovis' asserted "issues" with these Objections are not addressed with respect to the interrogatory to which the Receiver's objections were directed (*see* Mot. pp. 12-16), nor with

¹⁷ Clovis does not address any of the Receiver's Objections to Clovis' Requests for Production in its Motion, but only issues with respect to disputed electronic search terms and the production of electronically stored information.

¹⁸ In this regard, Clovis' "Certificate of Conference" is inaccurate. Clovis states that "[p]ursuant to Local Rule 7(i), Counsel for Clovis has made a good-faith effort to reach an agreement with the Receiver with regard to the matters addressed in the instant Motion, but has failed to do so." As established herein, Clovis' counsel has not made *any* effort to reach an agreement with the Receiver regarding the Receiver's Objections. Clovis' meet and confer efforts with respect to the dispute over electronic search terms were, at best, lacking, given that Clovis gave only minimal, conclusory and unsupported assertions of relevance in response to the Receiver's assertions that the terms at issue were overly broad and would encompass numerous documents which were beyond the limited scope of Clovis' intervention.

respect to the answers which the Receiver gave subject to those Objections. *See* Mot. Exh. F (Doc. 160-6).

Instead, Clovis proceeds to assert numerous, unspecified blanket “summaries” regarding the Receiver’s various objections. Clovis addresses the Receiver’s objections in a vacuum, and fails to specify, much less establish, how the objections made by the Receiver to any given interrogatory are not adequate or otherwise sustainable. Accordingly, the Receiver is unable to properly respond to Clovis’ asserted “issues” with respect to the Receiver’s objections vis-à-vis specific interrogatories. To do so would require the Receiver to respond multiple times as to each interrogatory with respect to multiple objections that Clovis has disputed.

For example, Clovis takes issue with the Receiver’s objections to Interrogatory Nos. 1, 3, 4, 8, 12, 13, 15, 17, 18, 19, 20, 21, 23, 24, and 25 as “overly broad, unduly burdensome, and/or oppressive.” Mot. p. 15. Clovis makes the blanket assertion that the Receiver “must provide more specific information as to why [these] Interrogator[ies are] burdensome and oppressive,” with no reference whatsoever to the Receiver’s stated reasons for his objections, or in the context of the answers given by the Receiver subject to those objections. Clovis further makes the blanket assertion that the Receiver’s objections that Interrogatory Nos. 2, 6, 7, 8, 9, 11, 14, 15, 19 and 20 are beyond the scope of the Court’s Order Regarding Intervention (Doc. 146) is not adequately supported, but offers no support from the text of the Receiver’s stated objections. Clovis’ failure to provide any specificity with regard to its asserted “issues” with the Receiver’s Interrogatory Objections precludes the granting of relief which it seeks.

F. Documents were Produced to Clovis in a Manner Consistent with Rule 34

Rule 34 requires that “[a] party must produce documents as they are kept in the usual course of business or must organize and label them to correspond to the categories in the

request.” Fed. R. Civ. P. 34(b)(2)(E)(i) (emphasis added); *see also Grant v. Houser*, No. 10-805 C/W 10-872 C/W 10-1919 SECTION "C" (3), 2011 U.S. Dist. LEXIS 39765, at *2-3 (E.D. La. Mar. 31, 2011). Therefore, when producing documents as they are kept in the usual course of business, the Receiver is not required to “provide[] ... any indication as to which documents are responsive to particular requests or otherwise adequately label[] them to correspond to the categories in the request.” Mot. p. 7.¹⁹

The Receiver’s production was organized by the various sources from which documents were produced and as those documents were kept in the usual course of business. In this regard, responsive email communications from Vendetta Partners’ email accounts were produced congruently, as were documents located on the Vendetta Partners office server and Robert Helms’ laptop computer, documents from the EnergyNet online “data room” for the Ozona Interests sale; relevant working papers of D. Supkis Cheek, PLLC; and relevant communications of the Receiver and his staff.

G. The Receiver will Timely Supplement his Interrogatory Responses with respect to Documents Referenced Pursuant to Rule 33(d)

The Receiver agrees to supplement his interrogatory responses with respect to any reference to documents pursuant to Rule 33(d) prior to the December 31, 2014 discovery deadline.

¹⁹ As noted previously with respect to other relief sought by Clovis in the Motion, Clovis has not raised this Rule 34 issue with the Receiver prior to filing its Motion.

H. Relief Requested

The Receiver requests that the Court deny the relief sought by Clovis in its Motion to Compel in its entirety and proceed with these proceedings pursuant to the Ancillary Scheduling Order. Relief related to the Receiver's Objections should be denied because Clovis asserted discovery claims which entirely lack merit and because Clovis failed to meet and confer with the Receiver prior to seeking relief from the Court pursuant to Local Rule CV-7(i), and further because Clovis has failed to request relief specifically with regard to specific Interrogatories and the Objections made by the Receiver with regard to such Interrogatories. The relief sought by Clovis with respect to the disputed electronic search terms should also be denied because such terms are overly broad, and because relevant responsive documents were adequately captured by the searches conducted by the Receiver using search terms upon which the parties agreed.

Dated: December 31, 2014

Respectfully submitted,

THE TAYLOR LAW OFFICES, P.C.

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COUNSEL FOR RECEIVER

CERTIFICATE OF SERVICE

On December 31, 2014, I electronically submitted the foregoing document with the clerk of court for the U.S. District Court, Western District of Texas, using the CM/ECF electronic filing system. All counsel of record and *pro se* parties have been served electronically via CM/ECF notice, or by other means as listed below consistent with the Federal Rules of Civil Procedure.

Via Email, with permission:

Deven Sellers
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William Barlow; Global Capital Ventures, LLC
Relief Defendants
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 /s/ Andrew M. Goforth
Andrew M. Goforth

Exhibit A

From: [Andrew M. Goforth](mailto:Andrew.M.Goforth@nextsenpruet.com)
To: wterpening@nextsenpruet.com; [Timothy McCole](mailto:Timothy.McCole@nextsenpruet.com); [Christopher A. Davis](mailto:Christopher.A.Davis@nextsenpruet.com)
Cc: cmiller@nextsenpruet.com; [Schulz, Jonathan E.](mailto:Schulz.Jonathan.E@nextsenpruet.com); [Kelly Cornelison](mailto:Kelly.Cornelison@nextsenpruet.com)
Subject: Vendetta Receivership; Clovis related discovery deadlines
Date: Monday, November 03, 2014 3:05:21 PM

Mr. Terpening,

I just left you a voicemail concerning the date for the parties to serve substantive responses to the discovery ordered under the Ancillary Scheduling Order (Doc. 149) in the above-referenced case. As you know, objections to those discovery requests are to be served today.

As I stated in my voicemail, we are not able to substantively respond by this Friday, November 7th, a date you propose in your cover letter of October 29. I will be traveling to Minnesota tomorrow for three depositions in an unrelated matter. Additionally, I will need time to coordinate with Receivership contract employees in Austin with regard to documents in the Austin office, and potentially travel to Austin as well.

I propose that the parties serve substantive responses to the October 29th discovery requests on or before Friday November 14, 2014. The Receiver will make a production of documents by that date. However, because I do not know at this time the scope of the review of relevant documents, including those held in Austin, or the timeframe needed to conduct that review in full, we also would reserve the right to supplement the document production made on Nov. 14 on a rolling basis if necessary.

Please let me know your thoughts on the above. I have copied counsel for Plaintiff SEC, but have not yet conferred with them regarding these proposed deadlines.

Andrew Goforth

Associate

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From: [Andrew M. Goforth](#)
To: ["Miller, Charles G."](#)
Cc: ["Terpening, William R."](#); ["David K. Bissinger"](#); ["Jack Ballard"](#); [Schulz, Jonathan E.](#)
Subject: RE: Vendetta [IWOV-NPCHLT1.FID532251]
Date: Thursday, November 13, 2014 1:19:16 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Thank you, Charles, for your proposed mediators and proposal as to the timing of mediation and depositions. We will get you a response early next week on our thoughts as to timing, and our proposed mediators.

We also have no issue with your serving substantive responses to the Requests for Admission next week, and propose that we serve our substantive responses to your Interrogatories on the same day. We propose Thursday Nov. 20th.

Additionally, you and/or Mr. Terpening indicated on our phone conference Monday that, with respect to documents previously withheld from production pursuant to the attorney-client privilege and the work product doctrine, you intended to conduct a review of those documents and would make Jonathan Schulz available to discuss your review and any documents which you maintain are properly withheld pursuant to privilege. I propose that Jonathan and I have that conversation by next Thursday as well.

With regard to our document production, we anticipate making an initial production this week, with supplemental production(s) to follow on a rolling basis (i) after we have reached an agreement with respect to search terms for electronic discovery and (ii) as we continue our ongoing review of the Receivership records. Please advise when you believe we and the SEC will receive your search terms proposal for electronic discovery.

Please let us know your thoughts on the above. Thank you,

Andrew Goforth

The Taylor Law Offices, P.C.
(713) 626-5300

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From: Miller, Charles G. [mailto:CMiller@nexsenpruet.com]
Sent: Wednesday, November 12, 2014 3:16 PM
To: Jack Ballard; goforth@taylorlaw.com
Cc: Terpening, William R.; David K. Bissinger (dbissinger@bizlawhouston.com)
Subject: Vendetta [IWOV-NPCHLT1.FID532251]

Jack and Andrew, thanks for talking through the various issues on Monday. As discussed, I wanted to

give you some proposed names for mediators. Dave Bissinger has suggested Daryl Bristow and Witcher McCullough, whom I understand you may have worked with. Of course we are open to discussing your proposed mediators: our goal really being to get someone who can understand the rather complicated facts and has a track record of getting things done. Second, we are working on the responses to your requests for admission. We will have those responses to you next week but let me know if this is an issue. Finally, we do intend to notice the deposition of the Receiver and the 30(b)(6) representative of Vendetta. I understand you believe that the deadline for issuance of these notices has passed, but we wholeheartedly disagree that the Court's order so stated. In an effort to avoid a discovery fight if possible, we would like to discuss a time and place for the proposed depositions and suggest that they be scheduled perhaps for the day after the mediation, sometime in mid-December if that is convenient.

Thanks for your cooperation and we look forward to addressing these issues.

Regards,

Charles

Charles G. Miller
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227 West Trade Street Suite 1550
Charlotte, NC 28202
T: 704.338.5306, F: 704.805.4724
cmiller@nexsenpruet.com
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From: [Andrew M. Goforth](#)
To: wterpening@nexsenpruet.com; cmiller@nexsenpruet.com; [Schulz, Jonathan E.](#); [Christopher A. Davis](#); [Timothy McCole](#)
Cc: [Kelly Cornelison](#); [Jack Ballard](#)
Subject: Vendetta Receivership; Clovis Matter
Date: Friday, November 14, 2014 6:04:44 PM
Attachments: [2014 11 14 Discovery - Cover Letter Initial Production to Clovis.pdf](#)

Gentlemen,

Please see the attached, which we placed in the mail today. The document production is made on a burned CD.

You may also access and download these documents on Dropbox: [Click here to view Production to Clovis.](#)

Please let us know if you have any questions.

Andrew Goforth

Associate

The Taylor Law Offices, P.C.

4550 Post Oak Place Dr., Ste. 241

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From: [Andrew M. Goforth](mailto:Andrew.M.Goforth@iltaylorlaw.com)
To: wterpening@nexsenpruet.com; cmiller@nexsenpruet.com; [Schulz, Jonathan E.](mailto:Schulz.Jonathan.E@iltaylorlaw.com); [Timothy McCole](mailto:Timothy.McCole@iltaylorlaw.com); [Christopher A. Davis](mailto:Christopher.A.Davis@iltaylorlaw.com)
Cc: janniecekaelin@gmail.com; roberthelms1964@gmail.com; devensellers@gmail.com; barrera.roland@gmail.com; sgtgiwillie@aol.com; [Kelly Cornelison](mailto:Kelly.Cornelison@iltaylorlaw.com); [Jack Ballard](mailto:Jack.Ballard@iltaylorlaw.com)
Subject: Vendetta Receivership; Receiver Discovery Responses
Date: Friday, November 21, 2014 5:33:27 PM
Attachments: [2014 11 21 Discovery - Cover Letter Substantive Responses to Clovis.pdf](#)
[2014 11 21 Receiver Substantive Responses to Clovis ROGGs.pdf](#)
[RECEIVER 004944-RECEIVER 004954.pdf](#)
[RECEIVER 004955-RECEIVER 004965.pdf](#)
[Samouce-009790.pdf](#)

Please see the attached, which were served via US Mail today. The produced documents are also available for download on Dropbox: [Click here to view Production to Clovis.](#)

Thank you,

Andrew Goforth

Associate

The Taylor Law Offices, P.C.

4550 Post Oak Place Dr., Ste. 241

Houston, TX 77027

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From: [Andrew M. Goforth](#)
To: wterpening@nexsenpruet.com; cmiller@nexsenpruet.com
Cc: [Christopher A. Davis](#); [Timothy McCole](#); [Jack Ballard](#); [Kelly Cornelison](#)
Subject: RE: Search terms and other items discussed on today's meet and confer [IWOV-NPCHLT1.FID532251]
Date: Tuesday, December 02, 2014 1:49:23 PM

Will and Charles,

Please see below for our objections/comments with respect to each of your proposed search terms.

Before addressing the individual terms you have proposed, I have some general comments regarding our search capabilities. We will be searching two distinct types of electronic sources: (i) Outlook email files (.pst), and (ii) electronically stored "folders" from the hard drive of Windows-based PCs (i.e., electronic folders set up and organized by Vendetta personnel). Accordingly, we are not searching a centralized system of documents as (I believe) the SEC will be. Our searches will be conducted within Outlook and Windows, respectively.

In these sources, I do not believe we have the ability to search for two terms that are within "/N" words of each other. We can, however, search for documents using the AND and OR logical operators. In Outlook, we will be able to search the contents of emails, but not necessarily the contents of the attachments to any of those emails. In Windows, a search will only look at the contents of certain file types (namely Word and Excel files, and potentially those PDF files which have recognizable text).

Regarding search terms with an asterisk (*) for words with different endings, we cannot perform these searches in Outlook, but a search for "Clovi" returned the same results as a search for "Clovis" in Outlook, so we will perform the search of the term supplied, but without the (*) in approved terms below. The (*) operator appears to work in a Windows search.

I have proposed alternative search terms below to get around these limitations. If you have any additional suggestions in this regard we will be happy to consider them.

Proposed Term:	Objection / Comment
clovis*	
amegy*	Overbroad, would capture innumerable documents beyond the scope of intervention.
ozona*	Overbroad, would capture innumerable documents beyond the scope of intervention. Proposal: "ozona ne" and "ozona n.e." and "ozona n" (to distinguish between the Ozona NE field, where the "Ozona Interests" are located, and the separate "Ozona" field).
secur* /5 interest*	Not capable of performing this search. Proposal: "security interest" and "security interests" and "secured interest" and

	“secured interests”
marshall*	Overbroad, would capture innumerable documents beyond the scope of intervention.
PPM*	Overbroad, would capture innumerable documents beyond the scope of intervention.
private /5 memo*	Overbroad, would capture innumerable documents beyond the scope of intervention.
PPM”	Overbroad, would capture innumerable documents beyond the scope of intervention.
side /s letter*	Not capable of performing this search. Proposal: “side letter” and “side letters”
“collateral assignment”	
“escrow agreement”	
“notices of interest”	
“notice of interest”	
“trigger event*”	
“majority in interest”	
collateral	Overbroad, would capture innumerable documents beyond the scope of intervention.
“subscription agreement”	Overbroad, would capture innumerable documents beyond the scope of intervention.
Offer*	Overbroad, would capture innumerable documents beyond the scope of intervention.
jal*	
energynet*	Overbroad, would capture innumerable documents beyond the scope of intervention. See below re Request Nos. 17/18.
approach* /5 resourc*	Not capable of performing this search. Proposal: “approach AND resource”
Helms & Clovis	Duplicative, see Clovis* comment above
Kaelin & Clovis	Duplicative, see Clovis* comment above
Helms & ozona	Duplicative, see Ozona* comment above
Kaelin & ozona	Duplicative, see Ozona* comment above
Crockett	
Schleicher	
“agreement of limited partnership of vendetta royalty partners, ltd.”	Overbroad, would capture innumerable documents beyond the scope of intervention. With respect to document request 12, we will produce located drafts, copies and versions of the VRP Agreement of Limited Partnership, but this search term is too broad for general use.
	Overbroad, would capture innumerable

"limited partnership agreement"	documents beyond the scope of intervention. With respect to document request 12, we will produce located drafts, copies and versions of the VRP Agreement of Limited Partnership, but this search term is too broad for general use.
"agreement of limited partnership"	Overbroad, would capture innumerable documents beyond the scope of intervention. With respect to document request 12, we will produce located drafts, copies and versions of the VRP Agreement of Limited Partnership, but this search term is too broad for general use.
"offering document*"	Overbroad, would capture innumerable documents beyond the scope of intervention.
Chapman	
Smith	
Gaucher	
Contrib*/5 capital	Overbroad, would capture innumerable documents beyond the scope of intervention.
Priority	Overbroad, would capture innumerable documents beyond the scope of intervention.
Security	Overbroad, would capture innumerable documents beyond the scope of intervention.
Secured	Overbroad, would capture innumerable documents beyond the scope of intervention.
Supkis	Overbroad, would capture innumerable documents beyond the scope of intervention. See below re Request No. 21.
Cheek	Overbroad, would capture innumerable documents beyond the scope of intervention. See below re Request No. 21.
"Sharing percentage*"	
Ponzi	Overbroad, would capture innumerable documents beyond the scope of intervention.
Pyramid	Overbroad, would capture innumerable documents beyond the scope of intervention.
Brock	
Avery	
roberthelms@austin.rr.com	Overbroad, would capture innumerable documents beyond the scope of intervention.
Robert@vendettaroyalty.com	Overbroad, would capture innumerable

	documents beyond the scope of intervention.
Assign*	Overbroad, would capture innumerable documents beyond the scope of intervention.
overriding	Overbroad, would capture innumerable documents beyond the scope of intervention.
"mineral interests"	Overbroad, would capture innumerable documents beyond the scope of intervention.
Convey*	Overbroad, would capture innumerable documents beyond the scope of intervention.
"mineral deed"	Overbroad, would capture innumerable documents beyond the scope of intervention.
Guarant* & clovis	Duplicative of "clovis" search
Zangen	
Foti	Overbroad, would capture innumerable documents beyond the scope of intervention.
Atherton	Overbroad, would capture innumerable documents beyond the scope of intervention. See below re Request Nos. 17/18.
Upshaw	Overbroad, would capture innumerable documents beyond the scope of intervention.
Heath	Overbroad, would capture innumerable documents beyond the scope of intervention.

With respect to document requests 17 and 18, we will produce documents related to the sale of the Ozona Interests only, consistent with our objections.

With respect to document request 21, we will produce documents related to the sale of the Ozona Interests and the Ponzi analysis in Dkts. 95/119 only, consistent with our objections.

Andrew Goforth

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(713) 626-5300

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From: Terpening, William R. [<mailto:WTerpening@nexsenpruet.com>]

Sent: Monday, November 24, 2014 5:04 PM

To: Davis, Christopher A.; Miller, Charles G.

Cc: taylor@ttaylorlaw.com; Andrew Goforth (goforth@ttaylorlaw.com); Jack Ballard (jballard@ballardlawfirm.com) (jballard@ballardlawfirm.com)

Subject: RE: Search terms and other items discussed on today's meet and confer [IWOV-

NPCHLT1.FID532251]

Dear Chris, Jack, and Andrew:

Further to our correspondence and discussion, we have revised the SEC's proposed list of search terms, and submit a revised list below. We understand that the SEC has agreed to search its databases and produce documents yielded by the following terms, subject to any revision prompted by follow up by you to this email. If you believe that any of these terms will result in a production that is overly burdensome to any party (including Clovis), we are willing to consider and discuss any suggestions that you may have for narrowing or revising these terms. We also understand that there may be some opportunity to coordinate between the SEC and the Receiver so that both parties are not producing the same documents, but we should perhaps have a conference call to discuss further so that there are no misunderstandings in that respect.

I have assumed that you use an asterisk, consistent with the standard Boolean convention, as a wildcard to represent "search for all endings of a term," but let me know if this is not the case.

Although we have attempted to include most terms in this email that may yield documents we would like to review, we have also attempted to be as focused as possible. Accordingly, if we learn that we have omitted a term that may yield relevant and responsive documents, we reserve the option to submit reasonable and limited follow up requested search terms.

As I have indicated on calls emails (including this one), we want to be as reasonable and focused as we can be. If you have proposed modifications to the below, please let me know via email so we can consider them before any call.

clovis*
amegy*
ozona*
secur* /5 interest*
marshall*
PPM*
private /5 memo*
"PPM"
side /s letter*
"collateral assignment"
"escrow agreement"
"notices of interest"
"notice of interest"
"trigger event*"
"majority in interest"
collateral
"subscription agreement"
Offer*
jal*
energynet*
approach* /5 resourc*

Helms & Clovis
Kaelin & Clovis
Helms & ozona
Kaelin & ozona
Crockett
Schleicher
“agreement of limited partnership of vendetta royalty partners, ltd.”
“limited partnership agreement”
“agreement of limited partnership”
“offering document*”
Chapman
Smith
Gaucher
Contrib* /5 capital
Priority
Security
Secured
Supkis
Cheek
“Sharing percentage*”
Ponzi
Pyramid
Brock
Avery
roberthelms@austin.rr.com
Robert@vendettaroyalty.com
Assign*
overriding
“mineral interests”
Convey*
“mineral deed”
Guarant* & clovis
Zangen
Foti
Atherton
Upshaw
Heath

Thanks,
Willl

William R. Terpening
Member
Nexsen Pruet, PLLC
227 West Trade Street, Suite 1550
Charlotte, NC 28202
T: 704.338.5358, C: 704.787.3091, F: 704.805.4735
WTerpening@nexsenpruet.com
www.nexsenpruet.com

From: Davis, Christopher A. [<mailto:DavisCa@SEC.GOV>]
Sent: Friday, November 07, 2014 4:41 PM
To: Terpening, William R.; Miller, Charles G.
Cc: taylor@tltaylorlaw.com; Andrew Goforth (goforth@tltaylorlaw.com); Jack Ballard (jballard@ballardlawfirm.com) (jballard@ballardlawfirm.com)
Subject: Search terms and other items discussed on today's meet and confer

Will and Charles –

Thanks again for the time this afternoon. As an initial matter and to confirm our discussion at the outset of the call, we aren't waiving any of our 11/7/14 objections at this time. Nor are you agreeing to modify your document requests. But in an effort to keep things moving—and hopefully at the end of the day reach full agreement on document production without the involvement of the Court—we are going to work together to in an effort to come up with a mutually-agreeable list of search terms. My initial proposed list is below. The items below the dotted line relate to Energynet, JAL, and Approach Resources (your request #s 6, 8, 9, and 15-17). As discussed, we're carving these items out of our initial searches since the SEC hasn't had any communications with these entities in relation to this case. Nonetheless, I've left the terms on the list for future reference, in case you decide later that you believe we should run searches related to them (without waiving our ability to object at that time).

Once you've talked to the Receiver on Monday, let's figure out whether you are going to have them produce the bank documents from their document set—since it should be more comprehensive than ours. As we discussed on the call, that should give you the best quality document production while avoiding the receipt of a high volume of duplicate documents (not to mention higher costs for all parties involved.). Also, I've CC'd the Receiver and his counsel in case the proposed search terms will help you narrow your issues with him—since many of your requests to the SEC and Receiver overlap. Thanks again, and please let me know if you have any questions or if we need to schedule a follow-up call. Have a good weekend.

Chris

clovis*
amegy*
ozona*
secur* /5 interest*
marshall*
PPM*
private /5 memo*
"side letter"
"collateral assignment"
"escrow agreement"
"notices of interest"

jal*
energynet*
approach* /5 resourc*

Chris Davis
Senior Trial Counsel
U.S. Securities and Exchange Commission
Burnett Plaza, Suite 1900
801 Cherry Street, Unit 18
Fort Worth, TX 76102
(817) 900-2638
davisca@sec.gov

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From: [Andrew M. Goforth](#)
To: [William Terpening](#); [Charles Miller](#); [Schulz, Jonathan E.](#); [Timothy McCole](#); [Christopher A. Davis](#)
Cc: [janniecekaelin@gmail.com](#); [roberthelms1964@gmail.com](#); [devensellers@gmail.com](#); [barrera.roland@gmail.com](#); [sgtgiwillie@aol.com](#); [Kelly Cornelison](#); [Jack Ballard](#)
Subject: Vendetta; Receiver Rolling Production of Documents
Date: Wednesday, December 17, 2014 10:18:22 AM

All, additional documents in the Receiver's rolling production in response to Clovis' Requests for Production are available for download on Dropbox: [Click here to view Production to Clovis.](#)

Thank you,

Andrew Goforth

Associate

The Taylor Law Offices, P.C.

4550 Post Oak Place Dr., Ste. 241

Houston, TX 77027

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713.402.6154 (fax)

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From: [Andrew M. Goforth](#)
To: [William Terpening](#); [Charles Miller](#); [Schulz, Jonathan E.](#); [Timothy McCole](#); [Christopher A. Davis](#)
Cc: [janniecekaelin@gmail.com](#); [roberthelms1964@gmail.com](#); [devensellers@gmail.com](#); [barrera.roland@gmail.com](#); [sgtgiwillie@aol.com](#); [Kelly Cornelison](#); [Jack Ballard](#)
Subject: Vendetta; Receiver Rolling Production of Documents
Date: Friday, December 19, 2014 7:27:46 PM

All, additional documents in the Receiver's rolling production in response to Clovis' Requests for Production are available for download on Dropbox: [Click here to view Production to Clovis.](#)

Thank you,

Andrew Goforth

Associate

The Taylor Law Offices, P.C.

4550 Post Oak Place Dr., Ste. 241

Houston, TX 77027

713.626.5300 (main)

713.402.6154 (fax)

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From: [Andrew M. Goforth](#)
To: [William Terpening](#)
Cc: ["Matilainen, Cristen W."](#); [Charles Miller](#); [Kelly Cornelison](#); [Jack Ballard](#)
Subject: RE: Clovis/Gaucher Production, electronic format
Date: Monday, December 22, 2014 9:41:54 AM

Will,

Your accusation that we are “playing games” with regard to our production of documents is ludicrous. As we have stated from the beginning (see my email of November 3) we are conducting our search for responsive documents from within voluminous amounts of Receivership Records, from numerous and varying sources, including without limitation 16 separate email accounts and other electronic sources containing documents totaling over 40 gigabytes in size. Moreover, our search has required that we search these sources for more than 20 search terms, often having to conduct independent searches for each term in multiple sources. Only after conducting such a wide variety of searches are we able to then examine the documents returned for ultimate production to Clovis. As we stated previously, due to the voluminous amount of records from which we were searching and reviewing, we would make our production on a rolling basis starting on November 14th, and continuing as we were able to complete those searches. Clovis voiced no objection to us with regard to this approach.

To the extent any party is “playing games,” I will direct you to your own failure to produce your prior production in the more convenient electronic format (which we have done for you), which you agreed to do in our phone conference of November 10, 2014. Failing to act as you previously agreed, and then six weeks later using those same documents as a bargaining chip is, in my mind, the very definition of “playing games.” Additionally, you have yet to sign the letter agreement I sent you on December 11 with regard to your production of certain documents you previously withheld pursuant to attorney/client and work product privileges (and produce the documents at issue). Charles Miller has on multiple phone calls stated to me that you would do just that -- in fact the language you drafted in this regard is in the letter agreement I sent to you. You have failed to take any action pursuant to your previous representations to us on the privilege issue. As I previously stated in my email of November 25, we intended to seek relief from the Court regarding the privilege issue without an agreement by the parties; your delay in acting in accordance with your representations to us has placed us in the position to draft such papers to the Court this week. Had we known you would “kick the can down the road” before ultimately refusing to act as you had previously represented, we would have moved the Court for relief earlier, rather than waiting until the Christmas Eve deadline.

As I stated to you in my email last Friday, we are completing today our production of responsive documents (to the extent implicated by our objections and the agreed upon electronic search terms) which due to technical issues I was not able to complete on Friday. Considering that you have made no effort whatsoever to meet and confer with us regarding the discovery objections we made in response to your Interrogatories and Requests for Production (served seven weeks ago on November 3), and have only “conferred” with us (a generous use of the term, at best) regarding the proposed electronic search terms (in Mr. Miller’s email on December 4) by making one-sentence, conclusory statements with regard to certain of those terms (none of which gave any basis for your

stated conclusion nor tied the overly broad search term at issue to any specific Request for Production), you will have to forgive my surprise in learning that you intended to “bring up ... other issues [than the search term issue] [you] have not been able to resolve with the Receiver.” While your assertion as to these “other” issues is vague and therefore cannot be responded to directly, we certainly do not believe that any discovery issues are ripe for consideration given your failure to meet and confer with us (excluding our objections to your withholding documents based upon various privileges, which we have attempted to confer about on numerous occasions since November 3).

Andrew Goforth

The Taylor Law Offices, P.C.
(713) 626-5300

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From: Terpening, William R. [mailto:WTerpening@nexsenpruet.com]
Sent: Saturday, December 20, 2014 10:26 AM
To: Andrew M. Goforth
Cc: Matilainen, Cristen W.; Miller, Charles G.; Kelly Cornelison; Jack Ballard
Subject: Re: Clovis/Gaucher Production, electronic format

Andrew:

Unlike the Receiver, we completed our production in a timely fashion. I will extend the courtesy of doing the same production in a more convenient format for you the moment you stop playing games and finish your production. I cannot emphasize how seriously your unnecessary delay with the production is impeding our hearing preparation and appreciate any efforts on your part to immediately complete your production. If you don't intend to do that by Monday morning, please let me know so we can be prepared to raise your delay with the Court in our Wednesday filing when we bring up the search term problems and other issues we have not been able to resolve with the Receiver.

Thanks,

Will

William R. Terpening
(704) 787-3091

On Dec 19, 2014, at 4:52 PM, Andrew M. Goforth <goforth@taylorlaw.com> wrote:

Will, I still have not receive a response with regard to my email below. Please advise when these documents will be made available. Thank you,

Andrew Goforth

The Taylor Law Offices, P.C.
(713) 626-5300

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From: Andrew M. Goforth [<mailto:goforth@tltaylorlaw.com>]
Sent: Thursday, December 18, 2014 7:51 AM
To: 'Terpening, William R.'
Cc: 'Matilainen, Cristen W.'; 'Miller, Charles G.'; Kelly Cornelison (kelly@tltaylorlaw.com)
Subject: RE: Clovis/Gaucher Production, electronic format

Will,

Please let me know your progress on the reproduction of Clovis and Gaucher documents in electronic format. Thank you,

Andrew Goforth

The Taylor Law Offices, P.C.
(713) 626-5300

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From: Terpening, William R. [<mailto:WTerpening@nexsenpruet.com>]
Sent: Thursday, December 11, 2014 11:44 AM
To: Andrew M. Goforth
Cc: Matilainen, Cristen W.; Miller, Charles G.
Subject: Re: Clovis/Gaucher Production, electronic format

Yes, my paralegal Cristen is copied and will help. Cristen pls call me on the cell to discuss.

William R. Terpening
(704) 787-3091

On Dec 11, 2014, at 12:31 PM, Andrew M. Goforth <goforth@tltaylorlaw.com> wrote:

Will,

During our phone conversation on Monday November 17, you stated that you would produce in electronic form the Clovis and Gaucher documents

previously produced in paper form. Could you please put me in contact with the IT employee you referenced on our phone call so that I can facilitate that electronic production? Thank you,

Andrew Goforth

Associate

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Houston, TX 77027

713.626.5300 (main)

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From: [Andrew M. Goforth](mailto:Andrew.M.Goforth)
To: [William Terpening](mailto:William.Terpening); [Charles Miller](mailto:Charles.Miller); [Timothy McCole](mailto:Timothy.McCole); [Christopher A. Davis](mailto:Christopher.A.Davis)
Cc: janniecekaelin@gmail.com; roberthelms1964@gmail.com; devensellers@gmail.com; barrera.roland@gmail.com; sgtgiwillie@aol.com; [Kelly Cornelison](mailto:Kelly.Cornelison); "Jack Ballard"
Subject: RE: Vendetta; Receiver Rolling Production of Documents
Date: Monday, December 22, 2014 6:54:47 PM

All, the remainder of the documents in the Receiver's rolling production in response to Clovis' Requests for Production are available for download on Dropbox: [Click here to view Production to Clovis](#).

Thank you,

Andrew Goforth

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From: Andrew M. Goforth [mailto:goforth@tltaylorlaw.com]
Sent: Friday, December 19, 2014 7:28 PM
To: William Terpening (wterpening@nexsenpruet.com); Charles Miller (cmiller@nexsenpruet.com); Schulz, Jonathan E. (JSchulz@nexsenpruet.com); Timothy McCole (mccolet@sec.gov); Christopher A. Davis (DavisCa@SEC.GOV)
Cc: janniecekaelin@gmail.com; roberthelms1964@gmail.com; devensellers@gmail.com; barrera.roland@gmail.com; sgtgiwillie@aol.com; kelly@tltaylorlaw.com; Jack Ballard (jballard@ballardlittlefield.com)
Subject: Vendetta; Receiver Rolling Production of Documents

All, additional documents in the Receiver's rolling production in response to Clovis' Requests for Production are available for download on Dropbox: [Click here to view Production to Clovis](#).

Thank you,

Andrew Goforth

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