

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:18-cv-61991-BB

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

1 GLOBAL CAPITAL LLC, and
CARL RUDERMAN,

Defendants, and

1 WEST CAPITAL LLC,
BRIGHT SMILE FINANCING, LLC,
BRR BLOCK INC.,
DIGI SOUTH LLC,
GANADOR ENTERPRISES, LLC,
MEDIA PAY LLC
PAY NOW DIRECT LLC, and
RUDERMAN FAMILY TRUST,

Relief Defendants.

**RECEIVER'S MOTION TO COMPEL PRODUCTION OF
DOCUMENTS FROM JUMBLEBERRY AND FOR SANCTIONS**

Jon A. Sale, not individually, but solely in his capacity as the Court-appointed receiver (the "Receiver") for Bright Smile Financing, LLC ("Bright Smile"); BRR Block Inc. ("BRR Block"); Digi South LLC ("Digi South"); Ganador Enterprises, LLC ("Ganador"); Media Pay LLC ("Media Pay"); Pay Now Direct LLC ("Pay Now"); the Ruderman Family Trust; and, Bright Smile Trust (collectively, the "Receivership Entities"), pursuant to Fed. R. Civ. P. 37, moves this Court to enter an order compelling Jumbleberry to immediately produce all documents responsive to the document request under the subpoena issued

NELSON MULLINS BROAD AND CASSEL

One Biscayne Tower, 2 South Biscayne Blvd., 21st Floor, Miami, Florida 33131, Telephone: 305.373.9400
4814-8358-2366v.2 057392/01500, 12:23 PM, 07/31/2019

to Jumbleberry on June 27, 2019 (the "Request"), and for appropriate sanctions for Jumbleberry's intentional disregard of its obligation under the Request.

RECEIVER'S APPOINTMENT AND OBLIGATIONS

On August 23, 2018, the United States Securities & Exchange Commission ("SEC") initiated this action against Defendants 1 Global Capital, LLC ("1 Global") and Carl Ruderman, and Relief Defendants 1 West Capital LLC ("1 West"), Bright Smile, BRR Block, Ganador, Media Pay, Pay Now and, the Ruderman Family Trust. [D.E. 1]. The SEC alleges that Defendants engaged in a four-year long unregistered securities fraud totaling more than \$287 million, victimizing thousands of investors nationwide. *Id.*, ¶ 1. The SEC seeks, among other relief, permanent injunctive relief, civil penalties, and disgorgement. *Id.*, pp. 33-34. The same day, the SEC requested an asset freeze and the appointment of a receiver over Relief Defendants Bright Smile, BRR Block, Digi South, Ganador, Media Pay, and Pay Now. [D.E. 6; D.E. 7]. The Court entered a sealed order appointing Jon A. Sale, Esq. as Receiver for the Receivership Entities (the "Receivership Order").¹ [D.E. 12]. The Court also entered an order freezing Defendants' assets (the "Freeze Order"). [D.E. 13].

The Receiver is obligated to take immediate possession of the property and assets of the Receivership Entities, to investigate the manner in which the affairs of the Receivership Entities were conducted, and to institute actions and proceedings for the benefit of investors and other creditors. [D.E. 12, ¶¶ 1, 2]. The Receiver is also obligated

¹ On November 21, 2018, the Court expanded the Receivership over the Ruderman Family Trust and Bright Smile Trust. The Receivership Order is controlling over them as well. [D.E. 115].

to, among other things, “defend, compromise or settle legal actions” related to the Receivership Entities. *Id.*, ¶ 6.

In connection with his duties and obligations under the Receivership Order, the Receiver discovered Media Pay, one of the Relief Defendants, transferred over \$3 Million Dollars to Jumbleberry. But the Receiver could find no reason for the \$3 million in transfers to Jumbleberry.

As a result, on June 27, 2019, Receiver issued a subpoena duces tecum to Jumbleberry, requesting production of documents on or before July 12, 2019 (the “Subpoena”). A copy of the Subpoena is attached as **Exhibit A**.

BACKGROUND FACTS WITH RESPECT TO JUMBLEBERRY

According to its website, jumbleberry.com, Jumbleberry “power[s] **e-commerce businesses** with fixed-cost customer acquisition by working with our network of experienced media buyers. Our success is driven by the best technology, analytics and insight in the business – all designed to maximize returns and customer lifetime” (emphasis in original).

On July 11, 2019, Jumbleberry ‘s Counsel and the undersigned had a telephone conference wherein counsel agreed that Jumbleberry’s counsel would accept service of the Subpoena conditioned on an enlargement of time to and through July 26, 2019 to serve any objections or responses to the Subpoena. See **Exhibit B**.

On July 23, 2019, counsel had a follow-up telephone call wherein Jumbleberry’s counsel confirmed that Jumbleberry never had a contractual relationship with Media Pay, but rather, its contractual relationship was with an entity named Prime Line Nutra.

Jumbleberry had invoiced Prime Line Nutra pursuant to the contract, but the invoices were paid by Media Pay. Jumbleberry's counsel could provide no explanation for Media Pay paying the contractual obligations of Prime Line Nutra, but agreed to provide the related documents. See **Exhibit B**.

Notwithstanding undersigned counsel's urging (see **Exhibit B**), Jumbleberry has failed and refused to provide the documents required under the Subpoena. And Jumbleberry never served objections to the Subpoena.

MEMORANDUM OF LAW

Federal Rule of Civil Procedure 45 governs discovery from non-parties by subpoena. See Fed.R.Civ.P. 45. Federal Rule of Civil Procedure 45(a)(1)(D) requires the responding person to permit inspection, copying, testing or sampling of the materials requested.

Federal Rule of Civil Procedure 45(d)(B) requires that a responding party may serve on the party or attorney designated in the subpoena a written objection to the request within 14 days after the subpoena is served. As discussed above, in exchange for Jumbleberry's counsel's agreement to accept service of the Subpoena, the Receiver agreed to extend the time for Jumbleberry to serve objections to the Subpoena to July 26, 2019. But Jumbleberry never served any objections to the Subpoena. As a result, all objections are waived.² Here, not only are Jumbleberry's objections waived, Jumbleberry specifically agree to produce the documents relating to the \$3 million of payments made to it by Media Pay and then has refused to do so.

² See *United States ex rel. Schwartz v. TRW, Inc.*, 211 F.R.D. 388, 392 (C.D. Cal. 2002) and *Application of Sumar*, 123 F.R.D.467,472 (S.D.N.Y. 1988)

Federal Rule of Civil Procedure 45(g) allows that a court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. Here, Jumbleberry having agreed to produce the documents responsive to the Subpoena, has no adequate excuse for having failed to do so—other than attempting to stonewall the Receiver in his efforts to investigate a potential \$3 million fraudulent transfer claim against Jumbleberry. At a minimum, the Receiver should be entitled to his reasonable attorney's fees for having been forced to file the instant motion under the circumstances presented. And as can be seen from **Exhibit B**, undersigned counsel attempted to obtain Jumbleberry's compliance with the Subpoena and its prior commitment to produce the responsive documents before being left with no choice but to file this motion.³

CONCLUSION

For the foregoing reasons, and to remedy the prejudice that Jumbleberry has caused the Receiver, the Receiver respectfully requests that Court enter an order requiring Jumbleberry to immediately produce all responsive documents to Receiver's Subpoena and find Jumbleberry in civil contempt for refusing to comply with this Court's Subpoena—after agreeing to do so—in the form of sanctions, including reasonable attorney's fees for having to file this instant motion.

WHEREFORE, the Receiver respectfully request that the Court enter an order: (i) requiring Jumbleberry to immediately produce all responsive documents to Receiver's

³ Courts may award costs and fees to a party who prevails on a motion for contempt sanctions (see *In re Faiella*, 2008 WL 1790410, at *5-8 (Bankr. D.N.J. Apr. 18, 2008); *Int'l Bhd. of Elec. Workers*, 2007 WL 622504, at *1, *5; *Tranchant v. Env'tl Monitoring Svc., Inc.*, 2001 WL 1160864, at *1-2 (E.D. La. Oct. 2, 2001); *Bulkmatic Transport Co., Inc. v. Pappas*, 2001 WL 504839, at *3 (S.D.N.Y. May 11, 2001)).

Subpoena; (ii) finding Jumbleberry in civil contempt and awarding sanctions against Jumbleberry, including payment of Receiver's attorneys' fees in obtaining the withheld documents and bringing this motion; and (iii) awarding Receiver such other and further relief the Court deems just and proper.

CERTIFICATION OF GOOD FAITH CONFERENCE

Pursuant Local Rule 7.1(a)(3)(A), Receiver's counsel conferred with counsel for Jumbleberry in a good-faith effort to resolve the issues herein, including by telephone conferences on July 11 and July 23, 2019, and by email on July 26, 2019, but was unable to do so.

Dated: July 31, 2019.

NELSON MULLINS BROAD AND CASSEL
Attorneys for Receiver
One Biscayne Tower, 21st Floor
2 S. Biscayne Boulevard
Miami, FL 33131
Telephone: 305.373.9400
Facsimile: 305.995.6449

By: /s/Gary M. Freedman
Gary Freedman
Florida Bar No. 727260
Daniel S. Newman
Florida Bar No. 0962767
Christopher Cavallo
Florida Bar No. 0092305

CERTIFICATE OF SERVICE

I hereby certify that on July 31, 2019, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing is being served this day on all counsel of record identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel who are not authorized to receive electronically Notices of Electronic Filing.

/s/Gary M. Freedman
Gary M. Freedman

SERVICE LIST

<p>SECURITIES AND EXCHANGE COMMISSION Miami Regional Office 801 Brickell Avenue, Suite 1800 Miami, Florida 33131 Robert K. Levenson Chris Martin Senior Trial Counsel levensonr@sec.gov martinc@sec.gov Telephone: 305.982.6300 Facsimile: 305.536.4154</p>	<p>MARCUS NEIMAN & RASHBAUM LLP 2 South Biscayne Boulevard Suite 1750 Miami, Florida 33131 Jeff Marcus jmarcus@mnrlawfirm.com Telephone: 305.400.4262 <i>Attorneys for Defendant Carl Ruderman</i></p>
<p>GREENBERG TRAUIG, LLP 333 S.E. 2nd Ave., Suite 4400 Miami, FL 33131 Paul J. Keenan Jr. keenanp@gtlaw.com Telephone: 305.579.0500 <i>Attorneys for Defendant 1 Global Capital, LLC and Relief Defendant 1 West Capital, LLC</i></p>	<p>Damon W.D. Wright Venable, LLP 600 Massachusetts Ave., NW Washington, DC 20001 Telephone: (202) 344-4937 dwdwright@venable.com Attorneys for Jumbleberry</p>
<p>Jumbleberry 171 East Liberty Street, Suite 310 Toronto, ON, M6K 3P6</p>	

EXHIBIT "A"

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 0:18-cv-61991-BB

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

SUBPOENA DUCES TECUM
IN A CIVIL CASE

1 GLOBAL CAPITAL LLC, and
CARL RUDERMAN,

Defendants, and

1 WEST CAPITAL LLC,
BRIGHT SMILE FINANCING, LLC,
BRR BLOCK INC.,
DIGI SOUTH LLC,
GANADOR ENTERPRISES, LLC,
MEDIA PAY LLC
PAY NOW DIRECT LLC, and
RUDERMAN FAMILY TRUST,

Relief Defendants.

_____ /

**TO: Jumbleberry
171 East Liberty St., Suite 310
Toronto, ON, M6K 3P6**

YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

Place of Testimony:	Courtroom
	Date and Time

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

Place of Deposition	Date and Time
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YOU ARE COMMANDED to produce and permit inspection and copying of the documents or objects described in the attached Schedule "A" at the place, date, and time specified below:

Place: Nelson Mullins Broad and Cassel One Biscayne Tower, 21 st Floor 2 South Biscayne Boulevard Miami, Florida 33131	Date and Time July 12, 2019¹ 10:00 a.m.
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¹ Please contact us to make arrangements for the electronic delivery of the requested documents or to obtain our FedEx billing number for delivery of hard copies of the requested documents.

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

Premises	Date and Time:
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Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

Issuing Officer Signature and Title CHRISTOPHER CAVALLO, ESQ.	Date: June 27, 2019
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Issuing Officer's Name, Address and Phone Number: CHRISTOPHR CAVALLO, ESQ., Attorney for Receiver, Nelson Mullins Broad and Cassel, One Biscayne Tower, 21 st Floor, 2 S. Biscayne Blvd., Miami, Florida 33131 (305) 373-9400 (Telephone)
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(See Rule 45 Federal Rules of Civil Procedure Parts C & D on Reverse)

AO 88 (1/94) Subpoena in a Civil Case

PROOF OF SERVICE

	DATE	PLACE	
SERVED ON (PRINT NAME)			MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE		

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on:

_____ DATE

_____ SIGNATURE OF SERVER

_____ ADDRESS OF SERVER

Alternatively, we can provide you a delivery point within 100 miles of the deponent's residence or place of employment. To contact us to make the foregoing arrangements, please email Trish Anzalone at trish.anzalone@nelsonmullins.com.

<p>Rule 45, Federal Rules of Civil Procedure, Parts (c) & (d):</p> <p>(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.</p> <p>(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and a reasonable attorney's fee.</p> <p>(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.</p> <p>(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.</p> <p>(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it</p> <ul style="list-style-type: none"> (i) fails to allow reasonable time for compliance; (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the 	<p>provision of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or</p> <ul style="list-style-type: none"> (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or (iv) subjects a person to undue burden. <p>(B) If a subpoena</p> <ul style="list-style-type: none"> (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, <p>the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.</p> <p>(d) DUTIES IN RESPONDING TO SUBPOENA.</p> <p>(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.</p> <p>(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.</p>
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INSTRUCTIONS

1. This subpoena requires the production of original documents. For your convenience, and at your expense, you may provide photocopies of the documents. If you choose to produce copies, you must maintain the originals in a secure place.

2. Provide the documents as they are kept in the ordinary course of business, including copies of all file folders, cover sheets, memoranda, fax sheets, routing slips or other documents which might indicate the dissemination of the documents. To the extent that the identity of a document's author or source is not apparent from the face of the document, provide the identity of the author or source in addition to the document.

3. Provide all non-identical documents, including all drafts.

4. Your transmittal letter should indicate that you have made a thorough search of all documents in your possession, custody or control and have produced all documents responsive to the subpoena. If no documents responsive to a particular request exist, you should so state in your transmittal letter. Your transmittal letter should indicate whether the documents being produced have been kept in the ordinary course of business.

5. If any responsive documents are withheld based upon an assertion of privilege, include with your transmittal letter a privilege log setting forth the following information for each document withheld: (i) the date of the document; (ii) a description of the document (*e.g.*, "memorandum," "letter," "notes"); (iii) the author(s) of the document; (iv) all recipients of the document; (v) all others who have been informed about the substance of the document even if they did not receive it; (vi) the subject matter of the document; and (vii) the nature of the privilege asserted (*i.e.*, attorney-client, attorney work product).

6. Unless otherwise stated, the relevant time period is January 1, 2015 to present.

DEFINITIONS

1. "**Documents**" shall mean:

A. The original or copies of any tangible written, typed, printed or other form of recorded or graphic matter of every kind or description, however produced or reproduced, whether mechanically or electronically recorded or stored, draft, final original, reproduction, signed or unsigned, regardless of whether approved, signed, sent, received, redrafted, or executed, and whether handwritten, typed, printed, photostated, duplicated, carbon or otherwise copied or produced in any other manner whatsoever. Without limiting the generality of the foregoing, "Documents" shall include correspondence (including e-mail, electronic message, letters, telegrams, telexes, and mailgrams), communications, memoranda (including inter-office and intra-office memoranda, memoranda for files, memoranda of telephone or other conversations, including meetings, invoices, reports, receipts and statements of account, ledgers, notes or notations), notes or memorandum attached to or to be read with any Document, booklets, books, drawings, graphs, charts, photographs, phone records, electronic tapes, discs or other recordings,

computer programs, printouts, data cards, studies, analysis and other data compilations from which information can be obtained. Copies of Documents, which are not identical duplications of the originals or that contain additions to or deletions from the originals or copies of the originals if the originals are not available, shall be considered to be separate documents.

B. And all electronically stored information (hereinafter “ESI”) including but not limited to computer generated information or data of any kind, stored in or on any storage media located on computers, file servers, disks, tape or other real or virtualized devices or media, including Digital Communications (e.g., e-mail, voice mail, instant messaging, chats, tweets, blog posts, social media posts, comments, etc.), E-Mail Server Stores (e.g., Lotus Domino .NSF or Microsoft Exchange .EDB), Word Processed Documents (e.g., Word or WordPerfect files and drafts), Spreadsheets and tables (e.g., Excel or Lotus 123 worksheets), Accounting Application Data (e.g., QuickBooks, Money, Peachtree data), Image and Facsimile Files (e.g., .PDF, .TIFF, .JPG, .GIF images), Sound Recordings (e.g., .WAV and .MP3 files), Video and Animation (e.g., .AVI and .MOV files), Databases (e.g., Access, Oracle, SQL Server data, SAP, other), Contact and Relationship Management Data (e.g., Outlook, ACT!), Calendar and Diary Application Data (e.g., Outlook PST, blog entries), Online Access Data (e.g., Temporary Internet Files, History, Cookies), Presentations (e.g., PowerPoint, Corel Presentations), Network Access and Server Activity Logs, Project Management Application Data, Computer Aided Design/Drawing Files; and Backup and Archival Files (e.g., Veritas, Zip, .GHO). Your search for ESI shall include all of computer hard drives, floppy discs, compact discs, backup and archival tapes, removable media such as zip drives, password protected and encrypted files, databases, electronic calendars, personal digital assistants, mobile devices, smart phones, tablets, proprietary software and inactive or unused computer disc storage areas. The meaning of “Documents” shall be construed as broadly as permitted by the Federal Rules of Civil Procedure, but is not intended and shall not be interpreted to expand upon or enlarge the responding party’s obligations beyond that required by the Federal Rules of Civil Procedure.

2. “Receivership Entities” refers to Bright Smile Financing, LLC; BRR Block Inc.; Digi South LLC; Ganador Enterprises, LLC; Media Pay LLC; Pay Now Direct LLC; the Ruderman Family Trust; and the Bright Smile Trust, as well as all entities in which any of the foregoing have or had a controlling interest, including but not limited to all divisions, subsidiaries, affiliates, predecessors, successors, officers, directors, employees, agents, general partners, managing partners, limited partners, partnerships, and all aliases, code names, or trade or business names used by any of the foregoing.

3. “Carl Ruderman” refers to Carl Ruderman, and any of his representatives, attorneys, affiliates, predecessors, or successors.

4. “You” or “Your” refers to Jumbleberry and all its divisions, subsidiaries, affiliates, predecessors, successors, officers, members, managers, directors, employees, agents, general partners, managing partners, limited partners, partnerships, and all aliases, code names, or trade or business named used by any of the foregoing.

5. “Person” means any natural person or any business, legal or government entity, or association.

6. “Concerning” means reflecting, relating to, referencing, referring to, describing, evidencing, or constituting.

7. The following rules of construction apply to this attachment:

a. the term “any” shall include “all,” and the term “all” shall include “any,” as needed to make the request inclusive and not exclusive.

b. the term “and” shall include “or,” and the term “or” shall include “and,” as needed to make the request inclusive and not exclusive; and

c. the use of the singular form of any work includes the plural and vice versa.

SCHEDULE "A"
DOCUMENTS TO BE PRODUCED

1. All documents that refer, relate to, or reflect all assets, books, records, or real or personal property of Carl Ruderman or any of the Receivership Entities, whether or not those assets, books, records, and real and personal property are in your possession, custody, or control.

2. All documents that refer, relate to, or reflect any relationship or business involving Carl Ruderman or any of the Receivership Entities, directly or indirectly, whether active or inactive.

3. All documents that refer, relate to, or reflect any loans, lines of credit, or transfers related to Carl Ruderman or any of the Receivership Entities.

4. All documents that refer, relate to, or reflect any payments or transfers made by or on behalf of Carl Ruderman or any of the Receivership Entities, including but not limited to, checks, billing statements, or credit card stubs, including the purpose of any such payment.

5. All documents that refer, relate to, or reflect any payments or transfers made to or for the benefit of Carl Ruderman or any of the Receivership Entities, including but not limited to, checks, billing statements, or credit card stubs.

6. All communications that refer, relate to, or reflect Carl Ruderman or any of the Receivership Entities.

7. All communications with any third party that refer, relate to Carl Ruderman or any of the Receivership Entities.

8. To the extent not already covered by Requests 4 and 5 above, all documents that refer, relate to, or reflect transactions, funds transfers, or payments to, from, on behalf of, or for the benefit of Media Pay LLC.

Lisa Negron

From: Gary Freedman
Sent: Friday, July 26, 2019 12:16 PM
To: Wright, Damon W.D.; Chris Cavallo
Cc: Freeland, Stephen R.; Daura Ospina
Subject: RE: Jumbleberry Subpoena -- SEC v. 1 Global Capital

Damon,

When we spoke on Tuesday, you agreed that Jumbleberry would produce a first tranche of documents in response to the receiver's subpoena, including its agreement with Prime Line Nutra, invoicing to Prime Line Nutra and payment on the invoices. You indicated that Jumbleberry's records reflect that Media Pay made payment on the invoicing of Prime Line Nutra between April 2015 through October 2015. I understood that you would get back to me promptly with respect to the timing of providing the foregoing documents. I need to hear from you by Monday please.

Thank you.

Gary



GARY M. FREEDMAN PARTNER

gary.freedman@nelsonmullins.com

2 SOUTH BISCAYNE BLVD
21ST FLOOR
MIAMI, FLORIDA 33131

T (305) 373-9449 F 305.373.9443

NELSONMULLINS.COM

**In Florida, known as Nelson Mullins Broad and Cassel*

From: Wright, Damon W.D. <DWright@Venable.com>
Sent: Thursday, July 11, 2019 1:15 PM
To: Chris Cavallo <chris.cavallo@nelsonmullins.com>; Gary Freedman <Gary.Freedman@nelsonmullins.com>
Cc: Freeland, Stephen R. <SRFreeland@Venable.com>
Subject: RE: Jumbleberry Subpoena -- SEC v. 1 Global Capital

◀External Email▶ - From: DWright@venable.com

Gary,

Thanks for speaking with us earlier. This will confirm that we have agreed to accept service of the subpoena in exchange for your agreement that any objections or responses may be served on or before July 26, 2019. In the meantime, we will follow up with Jumbleberry re. the Media Pay payment and be in touch soon. Thanks again,

Damon W.D. Wright

VENABLE LLP

600 Massachusetts Ave., NW

Washington, DC 20001

(202) 344-4937 (direct)

(703) 973-8776 (cell)

dwdwright@venable.com

www.venable.com/damon-wd-wright

From: Wright, Damon W.D.

Sent: Thursday, July 11, 2019 12:38 PM

To: 'chris.cavallo@nelsonmullins.com' <chris.cavallo@nelsonmullins.com>

Cc: Freeland, Stephen R. <SRFreeland@Venable.com>

Subject: Jumbleberry Subpoena -- SEC v. 1 Global Capital

Chris,

We just left you a voicemail a minute ago. Can you give me a call when you have a chance? Thanks,

Damon W.D. Wright

VENABLE LLP

600 Massachusetts Ave., NW

Washington, DC 20001

(202) 344-4937 (direct)

(703) 973-8776 (cell)

dwdwright@venable.com

www.venable.com/damon-wd-wright

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