

EXHIBIT 1

1 GREENBERG TRAURIG, LLP NOTE: CHANGES MADE BY THE COURT

2 John M. Gatti (SBN 138492)
3 David A. Theaker (SBN 217432)
4 2450 Colorado Avenue, Suite 400E
5 Santa Monica, California 90404
6 Telephone: (310) 586-7700
7 Facsimile: (310) 586-7800
8 Gattij@gtlaw.com; TheakerD@gtlaw.com

9 Francine F. Griesing (admitted *pro hac vice*)
10 Brian T. Feeney (admitted *pro hac vice*)
11 2700 Two Commerce Square
12 2001 Market Street
13 Philadelphia, PA 19103
14 Telephone: (215) 988-7800
15 Facsimile: (215) 717-5265

16 Attorneys for Defendant and Counter-Claimant
17 Brock Pierce

18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA

20 ALAN DEBONNEVILLE,

21 Plaintiff,

22 v.

23 BROCK PIERCE,

24 Defendant.

25 BROCK PIERCE,

26 Counter-Claimant,

27 v.

28 ALAN DEBONNEVILLE and
ROES 1 through 10, inclusive

Counter-Defendant.

CASE NO.: CV07-3776 R (MANx).

[Assigned to the Honorable Manuel L.
Real, Room 218]

**JOINT STIPULATION RE:
EXTENSION OF PRE-TRIAL
DISCOVERY DEADLINES AND
TRIAL DATE; [PROPOSED] ORDER**

CTRM: 218
JUDGE: Manuel L. Real
DATE FILED: September 10, 2007
TRIAL DATE: March 18, 2008

JOINT STIPULATION RE: EXTENSION OF DEADLINES

1 Defendant and Counter-Claimant Brock Pierce (“Defendant”) and Plaintiff and
2 Counter-Defendant Alan Debonneville (“Plaintiff”) (collectively, the “Parties”), by and
3 through their respective counsel, hereby stipulate and agree as follows:

4 WHEREAS, Plaintiff filed his Complaint against Defendant on September 10,
5 2007;

6 WHEREAS, Defendant filed his Counter-Complaint against Plaintiff on October 5,
7 2007;

8 WHEREAS, trial is currently set for March 18, 2008 at 9:00 a.m., the Final Pre-
9 Trial Status Conference on February 25, 2008 at 11:00 a.m., and the discovery cut-off
10 date on February 4, 2008;

11 WHEREAS, the Parties are in the middle of conducting written discovery and
12 exchanging documents, and anticipate extensive discovery from third parties located
13 outside the Court’s jurisdiction, and some who are located outside the United States. The
14 exchange of documents related to these third parties is expected to involve thousands of
15 pages of documents;

16 WHEREAS, the Parties have discussed settlement, and Plaintiff has made a
17 settlement demand upon Defendant, that was submitted for a response to Defendant’s
18 insurance company;

19 WHEREAS, the Parties contemplate that, once party discovery is completed, the
20 Parties will take the depositions of approximately twenty-five third party witnesses
21 around the country and abroad, which cost will be prohibitively expensive but can be
22 avoided if the parties can successfully settle the action;

23 WHEREAS, the Parties agree that structured pre-trial discovery, providing for
24 party discovery followed by a mandatory settlement conference before third party
25 discovery is completed, will facilitate settlement by allowing Defendant’s insurance
26 carrier the opportunity to evaluate the case for settlement and by preventing the Parties
27 from spending prohibitive expenses on trial preparation;

28

1 WHEREAS, the Parties agree that a structured discovery schedule, including a
2 short continuance of the trial date, discovery deadlines and other pre-trial dates in this
3 action, will save resources and allow the Parties to effectively conduct discovery,
4 efficiently address settlement, and adequately prepare for trial;

5 WHEREAS, the Parties have not previously requested a continuance or a
6 mandatory settlement conference in this matter.

7 **STIPULATION**

8 IT IS HEREBY STIPULATED AND AGREED by the Parties, subject to Court
9 approval, on the extension of deadlines as follows:

10 1. The Parties will produce documents as they become due and, without waiver
11 of either party's position as to the sufficiency or timeliness of any production, will
12 complete the exchange of documents by February 29, 2008.

13 2. The Parties request a mandatory settlement conference with the Court or a
14 magistrate shortly thereafter, based on the availability of the Court or magistrate.

15 3. If the case has not settled after the mandatory settlement conference, the
16 Parties will complete the depositions of the parties and any third party discovery and
17 depositions by April 7, 2008. Each party will be permitted to conduct up to 25 third
18 party depositions, if necessary.

19 4. The Parties propose that the trial date in this matter be continued to May 20,
20 2008 at 9:00 a.m., or a date thereafter convenient with the Court, and the Final Pre-Trial
21 Status Conference be continued to April 7, 2008, at 11:00 a.m., or a date thereafter
22 convenient with the Court.

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1 DATED: January __, 2008

GREENBERG TRAURIG, LLP

2
3 By: _____

4 John M. Gatti
5 Attorneys for Defendant and Cross-
6 Complainant Brock Pierce
7

8 DATED: January __, 2008

THE BECKHAM GROUP P.C.

9
10
11 By: _____

12 Jose M. Portela
13 Attorneys for Plaintiff and Cross-
14 Defendant Alan Debonneville
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[PROPOSED] ORDER

This Joint Stipulation is approved.

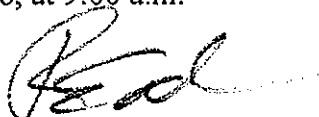
1. The Parties will produce documents as they become due and, without waiver of either party's position as to the sufficiency or timeliness of any production, will complete the exchange of documents by February 29, 2008;

2. The Court refers this case to Magistrate Judge Nagle for a mandatory settlement conference to be set by Judge Nagle as her calendar permits. Counsel are instructed to contact Judge Nagle's court clerk for scheduling information.

3. If the case has not settled after the mandatory settlement conference, the Parties will complete the depositions of the parties and any third party discovery and depositions by April 7, 2008. Each party will be permitted to conduct up to 25 third party depositions, if necessary.

4. The Final Pre-Trial Conference is continued to APRIL 7, 2008 at 11:00 a.m. Jury Trial is continued to MAY 20, 2008, at 9:00 a.m.

Dated: JAN. 16, 2008



Judge Of The United States District Court

NO FURTHER CONTINUANCES

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is **2450 Colorado Avenue, Suite 400E, Santa Monica, California 90404.**

On January __, 2008, I served the **JOINT STIPULATION RE: EXTENSION OF PRE-TRIAL DISCOVERY DEADLINES AND TRIAL DATE; [PROPOSED] ORDER** on the interested parties in this action by placing the true copy thereof, enclosed in a sealed envelope, postage prepaid, addressed as follows:

SIDLEY AUSTIN LLP
Peter Ostroff, Esq.
555 West Fifth Street
Los Angeles, California 90013

THE BECKHAM GROUP P.C.
Blake L. Beckham, Esq.
Jose M. Portela, Esq.
3400 Carlisle, Suite 550
Dallas, Texas 75204

(BY MAIL)

I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service. The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Santa Monica, California, in the ordinary course of such business.

(FEDERAL) I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on January __, 2008, at Santa Monica, California.

Cheryl Beatty

EXHIBIT 2

1 GREENBERG TRAUIG, LLP
2 Diana P. Scott (SBN 084875)
3 Matthew B. Hayes (SBN 220639)
4 2450 Colorado Avenue, Suite 400E
5 Santa Monica, California 90404
6 Telephone: (310) 586-7700
7 Facsimile: (310) 586-7800
8 ScottDP@gtlaw.com; HayesM@gtlaw.com

9 Francine F. Griesing (admitted *pro hac vice*)
10 Brian T. Feeney (admitted *pro hac vice*)
11 2700 Two Commerce Square
12 2001 Market Street
13 Philadelphia, PA 19103
14 Telephone: (215) 988-7800
15 Facsimile: (215) 717-5265

16 Attorneys for Defendant and Counter-Claimant
17 Brock Pierce

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

16 ALAN DEBONNEVILLE,

17 Plaintiff,

18 v.

19 BROCK PIERCE,

20 Defendant.

21
22 BROCK PIERCE,

23 Counter-Claimant,

24 v.

25 ALAN DEBONNEVILLE and
26 ROES 1 through 10, inclusive

27 Counter-Defendant.

CASE NO.: CV07-3776 R (MANx).

[Assigned to the Honorable Manuel L.
Real, Room 218]

**NOTICE OF INTENT TO TAKE
ORAL AND VIDEOTAPED
DEPOSITION OF ALAN
DEBONNEVILLE**

1 PLEASE TAKE NOTICE THAT, pursuant to Federal Rule of Civil Procedure 30,
 2 Defendant and Counter-Claimant Brock Pierce, by and through his attorneys of record,
 3 will take the deposition of Alan Debonneville at the offices of Sidley Austin, LLP, 555
 4 West 5th Street, Los Angeles, CA 90013, commencing at 10:00 a.m. on March 17, 2008,
 5 through March 20, 2008. If the deposition is not completed, the taking thereof will be
 6 continued from day to day thereafter at the same place, Sundays and holidays excepted,
 7 until completed, or at such time and place as is agreeable to the parties noticing the
 8 deposition. The deposition will be recorded stenographic method. Notice is further
 9 given that the deposition testimony may be recorded by audio and video tape and by
 10 instant visual display of the testimony pursuant to Federal Rule of Civil Procedure
 11 30(b)(2).

12 **WITNESS:** Alan Debonneville

13 **TIME AND DATE:** 10:00 a.m., March 17, 2008 through March 20, 2008

14 **PLACE:** Sidley Austin, LLP
 15 555 West 5th Street, Los Angeles, CA 90013

16
 17 DATED: February 22, 2008

GREENBERG TRAURIG, LLP

18
 19
 20 By: 

21 Matthew B. Hayes
 22 Attorneys for Defendant and Cross-
 23 Complainant Brock Pierce

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is **2450 Colorado Avenue, Suite 400E, Santa Monica, California 90404.**

On February 22, 2008, I served the **NOTICE OF INTENT TO TAKE ORAL AND VIDEOTAPED DEPOSITION OF ALAN DEBONNEVILLE** on the interested parties in this action by placing the true copy thereof, enclosed in a sealed envelope, postage prepaid, addressed as follows:

SIDLEY AUSTIN LLP
Peter Ostroff, Esq.
555 West Fifth Street
Los Angeles, California 90013

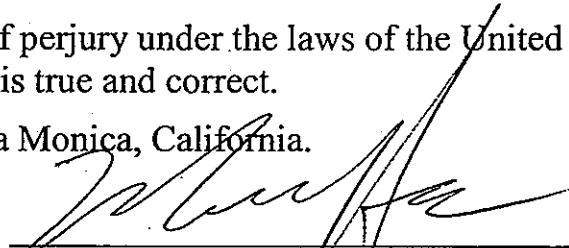
THE BECKHAM GROUP P.C.
Blake L. Beckham, Esq.
Jose M. Portela, Esq.
3400 Carlisle, Suite 550
Dallas, Texas 75204

(BY MAIL)

I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service. The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Santa Monica, California, in the ordinary course of such business.

(FEDERAL) I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on February 22, 2008, at Santa Monica, California.



MATTHEW B. HAYES

EXHIBIT 3

REDACTIONS

Hayes, Matthew B. (Assoc-LA-EmpLaw)

From: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Sent: Thursday, April 10, 2008 7:29 PM
To: C2Coast@aol.com
Cc: Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw)
Subject: RE: Debonneville v. Pierce

Jose,

As I informed you in the e-mail attaching the document, these were Mr. Pierce's requested revisions to the latest draft I circulated last night. As you know, counsel had been discussing numerous terms and proposed concessions yesterday and late last night, which still needed to be run by the clients. I had an opportunity to go over those discussions with Mr. Pierce today, and simply wanted to inform you of his requests. As I also indicated in the e-mail attaching the document, I understood that you and your client would have disputes with the requests. We are happy to work with you to resolve those disputes. To that end, we will review your draft, discuss it with our client and let you know our thoughts.

Thanks,

Matt

From: C2Coast@aol.com [mailto:C2Coast@aol.com]
Sent: Thursday, April 10, 2008 7:04 PM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw)
Subject: Re: Debonneville v. Pierce

Matt,

I have now had the chance to review the latest revision you have sent me. This document is the most one sided document you have sent me to date. Not only does it still contain every provision I previously expressed concern about, it contains several new provisions that are unacceptable. Amazingly, in some cases you have even taken out previous language that was agreed to by both of us [REDACTED]. It seems that you have ignored almost everything that Judge Nagle has suggested that would make this agreement a fair compromise.

Please let me know your comments on the document I have sent you. If we continue down the route of your most recent document, we will be done with settlement discussions and need to get deposition dates for Mr. Pierce for April.

Jose

In a message dated 4/10/2008 8:40:49 P.M. Central Daylight Time, hayesm@gtlaw.com writes:

Jose,

Attached please find a draft that has the terms Mr. Pierce has requested from his review of the draft we circulated to you last night. I understand that you and your client have disputes with respect to several of these provisions. Nevertheless, I wanted to inform you of the changes Mr. Pierce has requested. I am reviewing your draft and will discuss it with Mr. Pierce. Please note that I will be at a court hearing in another matter tomorrow morning, but expect to be in the office by 10:30 a.m. (pacific time). Perhaps we should leave the Court off the cc line of further e-mail communications, unless and until there is a need for further assistance by Judge Nagle or the Court requests continuous receipt of our communications.

Regards,

Matt

From: C2Coast@aol.com [mailto:C2Coast@aol.com]
Sent: Thursday, April 10, 2008 5:15 PM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Margaret_nagle@cacd.uscourts.gov; Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw)
Subject: Re: Debonneville v. Pierce

Matt,

Thank you for your email.

I have included that carve out language in the revised draft I sent you. You will notice that the revision has concessions for both parties.

Although I am about to go out to dinner, I will be available later tonight to continue working on this. You can reach me on my cell if you need me.

Jose

In a message dated 4/10/2008 7:10:45 P.M. Central Daylight Time, hayesm@gtlaw.com writes:

Jose,

I just got of the phone with Judge Nagle 20 minutes ago. Before that, I was on the phone with Mr. Pierce going through all the provisions of the settlement. I am now finishing up a draft to send to you that includes Mr. Pierce's revisions, so that you understand where he is presently at. I will also take a look at the draft you just circulated and let you know our thoughts. ~~_____~~ ~~_____~~ ~~_____~~. If that is not in the draft you just circulated, could you please e-mail me the language you were proposing to Jude Nagle.

Thanks,

Matt

From: C2Coast@aol.com [mailto:C2Coast@aol.com]
Sent: Thursday, April 10, 2008 5:04 PM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Margaret_nagle@cacd.uscourts.gov; Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw)
Subject: Debonneville v. Pierce

Matt,

Without waving my clients claim that your client is currently in breach of the Memorandum of Settlement, I have taken the liberty of drafting a revised settlement agreement. I believe I have made all of the amendments in conformity with my discussion with Judge Nagle.

I realize there is some give and take on each side and I hope you and your client appreciate that. I have tried calling you and emailing you for several hours now and have not heard back from you. I would like to wrap this up before we find ourselves back in litigation.

Jose

Jose Portela
The Beckham Group
3400 Carlisle, Suite 550
Dallas, Texas 75204
(214) 965-5104 Direct Dial
(214) 965-9301 Fax

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

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. To reply to our email administrator directly, please send an email to postmaster@gtlaw.com.

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REDACTIONS

Hayes, Matthew B. (Assoc-LA-EmpLaw)

From: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Sent: Friday, April 11, 2008 11:48 AM
To: C2Coast@aol.com
Cc: Margaret_nagle@cacd.uscourts.gov; Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw)
Subject: RE: Debonneville v. Pierce

I am on the phone with Mr. Pierce. I will call you as soon as I am off.

From: C2Coast@aol.com [mailto:C2Coast@aol.com]
Sent: Friday, April 11, 2008 11:37 AM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Margaret_nagle@cacd.uscourts.gov; Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw)
Subject: Re: Debonneville v. Pierce

Matt,

I have now emailed you twice and called you twice since 10:30 am your time (the time you already said you would be in the office to handle this case in your email below). You have not responded to either the emails or the calls. Your client is currently in breach of the Memorandum of Settlement ~~_____~~

At this point I am going to start copying Judge Nagle on our communications again as this delay by you and your client is not necessary. Judge Nagle has proposed some compromises which I included in my draft settlement agreement last night. On the other hand, you forwarded me a draft wherein Mr. Pierce has removed language that you and Ms. Scott agreed to days ago and still contains every single provision that has been in dispute for days.

I am not trying to be difficult, but I do insist that your client live up to his obligations. It is clear that your client has no regard for the agreement he has already signed and that he believes that he can breach that agreement with impunity.

Jose

In a message dated 4/10/2008 8:40:49 P.M. Central Daylight Time, hayesm@gtlaw.com writes:

Jose,

Attached please find a draft that has the terms Mr. Pierce has requested from his review of the draft we circulated to you last night. I understand that you and your client have disputes with respect to several of these provisions. Nevertheless, I wanted to inform you of the changes Mr. Pierce has requested. I am reviewing your draft and will discuss it with Mr. Pierce. Please note that I will be at a court hearing in another matter tomorrow morning, but expect to be in the office by 10:30 a.m. (pacific time). Perhaps we should leave the Court off the cc line of further e-mail communications, unless and until there is a need for further assistance by Judge Nagle or the Court requests continuous receipt of our communications.

Regards,

Matt

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Sent: Thursday, April 10, 2008 5:15 PM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Margaret_nagle@cacd.uscourts.gov; Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw)
Subject: Re: Debonneville v. Pierce

Matt,

Thank you for your email.

I have included that carve out language in the revised draft I sent you. You will notice that the revision has concessions for both parties.

Although I am about to go out to dinner, I will be available later tonight to continue working on this. You can reach me on my cell if you need me.

Jose

In a message dated 4/10/2008 7:10:45 P.M. Central Daylight Time, hayesm@gtlaw.com writes:

Jose,

I just got off the phone with Judge Nagle 20 minutes ago. Before that, I was on the phone with Mr. Pierce going through all the provisions of the settlement. I am now finishing up a draft to send to you that includes Mr. Pierce's revisions, so that you understand where he is presently at. I will also take a look at the draft you just circulated and let you know our thoughts. Judge Nagle indicated that you had some specific carve out language with respect to Goldman Sachs you were requesting. If that is not in the draft you just circulated, could you please e-mail me the language you were proposing to Judge Nagle.

Thanks,

Matt

From: C2Coast@aol.com [mailto:C2Coast@aol.com]
Sent: Thursday, April 10, 2008 5:04 PM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Margaret_nagle@cacd.uscourts.gov; Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw)
Subject: Debonneville v. Pierce

Matt,

Without waving my clients claim that your client is currently in breach of the Memorandum of Settlement, I have taken the liberty of drafting a revised settlement agreement. I believe I have made all of the amendments in conformity with my discussion with Judge Nagle.

I realize there is some give and take on each side and I hope you and your client appreciate that. I have tried calling you and emailing you for several hours now and have not heard back from you. I would like to wrap this up before we find ourselves back in litigation.

Jose

Jose Portela
The Beckham Group
3400 Carlisle, Suite 550
Dallas, Texas 75204
(214) 965-5104 Direct Dial
(214) 965-9301 Fax

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

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. To reply to our email administrator directly, please send an email to postmaster@gtlaw.com.

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REDACTIONS

Hayes, Matthew B. (Assoc-LA-EmpLaw)

From: C2Coast@aol.com
Sent: Friday, April 11, 2008 5:24 PM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Scott, Diana (Shld-LA-EmpLaw); Wong, Gregory P. (Assoc-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Margaret_nagle@cacd.uscourts.gov
Subject: Re: Debonneville v. Pierce

Matt,

I do not think it is appropriate to waste Judge Nagle's time with matters that are not relevant to the status of the Settlement Agreement. Accordingly I will not address several of your accusations which are untrue.

To be clear, my client believes that the Memorandum of Settlement is binding and enforceable as written. Section 9 of the Memorandum of Settlement confirms this fact. My client is prepared to perform all actions specifically required under the Memorandum of Settlement. You have repeatedly taken the position that the Memorandum of Settlement is not binding and enforceable.

REDACTED: Confidential Settlement Term

Your client has left my client with no choice but to proceed forward with the litigation of this case. There is no other available option, given that we have now been negotiating the new Settlement Agreement for over 10 days and we have not been able to reach an agreement. If my client does not proceed forward with the litigation of this case, your client can continue to delay [REDACTED] indefinitely.

As I said in our phone call today, my client is entitled to bring a new claim for breach of contract, resulting from your client's [REDACTED] the Memorandum of Settlement. By its very nature, this will mean that the Memorandum of Settlement will not be confidential as it is a contract upon which suit is being brought. It is irrational to take the position that your client can breach the contract and then try to enforce a confidentiality provision contained in that contract, even if the contract results from a settlement.

REDACTED: Confidential Settlement Term

I have offered to have your client [REDACTED] the Memorandum of Settlement and continue to work with you on reaching a Settlement Agreement. You have refused to do this. My client is not forced to simply wait around for your client to decide that he is going to sign his personal version of the Settlement Agreement [REDACTED]

Jose

In a message dated 4/11/2008 5:59:51 P.M. Central Daylight Time, hayesm@gtlaw.com writes:

Jose,

I am writing to confirm some representations and understandings from our one hour telephone conversation today.

First, you informed me that, if Mr. Pierce does [REDACTED] today, your client would be continuing with the litigation. I informed you that our client would not [REDACTED] without reaching a final agreement as to the terms [REDACTED]. As you know, there are presently disputes over the meaning of several terms in the memorandum of settlement. We are agreeable to continuing to work to resolve these disputes.

Second, you informed me that, if Mr. Pierce does not [REDACTED] today, your firm and Mr. Debonneville would take the position that they are not bound by confidentiality obligations with respect to the terms of the memorandum of settlement or the discussions relating to the parties' attempts to reach settlement. Please note, as I indicated to you on the phone, Mr. Pierce views any publication of the terms of the memorandum of settlement or publication of settlement discussions as a breach of Mr. Debonneville and your firm's confidentiality obligations, and will seek to hold both your firm and your client liable for such a breach.

[REDACTED]

Finally, with respect to the concerns you expressed about whether Mr. Pierce actually has indemnification obligations, I am in the process of obtaining the appropriate documentation. Such documentation should help us to properly construct the carve-out, should one be agreed to. This documentation should also allow us to have more informed discussions about the carve-out your client seeks.

Thanks,

Matt

From: C2Coast@aol.com [mailto:C2Coast@aol.com]
Sent: Friday, April 11, 2008 3:15 PM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Scott, Diana (Shld-LA-EmpLaw); Wong, Gregory P. (Assoc-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT)
Subject: Debonneville v. Pierce

Matt,

It has now been almost 2 hours since we got off the phone. You have not sent me anything new, nor have you returned my call from 1 hour ago. It is now past 3pm pst, [REDACTED]

It is clear that your client intends to try to delay this process [REDACTED]. Please contact me immediately so that we may discuss scheduling the deposition date for your client. As you will recall, we previously agreed to schedule the settlement conference on the basis that if no settlement was reached, we would be taking your client's deposition the following day. Accordingly, I need deposition dates for your client for next week.

Jose

Jose Portela
The Beckham Group
3400 Carlisle, Suite 550
Dallas, Texas 75204
(214) 965-5104 Direct Dial
(214) 965-9301 Fax

It's Tax Time! Get tips, forms and advice on [AOL Money & Finance](#).

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EXHIBIT 4

REDACTIONS

Hayes, Matthew B. (Assoc-LA-EmpLaw)

From: C2Coast@aol.com
Sent: Friday, April 11, 2008 3:31 PM
To: Margaret_nagle@cacd.uscourts.gov
Cc: Hayes, Matthew B. (Assoc-LA-EmpLaw); Scott, Diana (Shld-LA-EmpLaw); Wong, Gregory P. (Assoc-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT)
Subject: Pierce v. Debonneville Settlement Finalization
Attachments: PierceDebSetAg6.0.doc

To the Honorable Judge Margaret Nagle,

Pursuant to Provision 9 of the Memorandum of Settlement signed on April 11, 2008, Debonneville requests that this Court arbitrate and resolve the irreconcilable disputes that exist between Debonneville and Pierce in reaching a more complete Settlement Agreement. At this point Pierce has breached the Memorandum of Settlement [REDACTED]

[REDACTED] Debonneville has proposed that [REDACTED] and that the parties continue to work on reaching a mutually agreeable Settlement Agreement. Pierce has refused to do so. Further, Pierce's counsel has argued that the Memorandum of Settlement is not binding and enforceable as written. Finally, Debonneville is concerned that the parties agreed to file a Stipulation of Dismissal without Prejudice by no later than April 14, 2008. This agreement was obviously predicated on the fact that the parties had entered into a binding an enforceable Memorandum of Settlement which contains all of the essential terms for settlement an [REDACTED]

Attached hereto is the Settlement Agreement proposed by Plaintiff. This agreement contains several concessions made by my client as a result of my conversation with you yesterday. It also requests some concessions from Mr. Pierce as were discussed in my conversation with you yesterday. After lengthy discussions with Pierce's counsel, it appears that Pierce is not agreeable to any of the concessions made by Debonneville and even disagrees with certain language that his counsel had previously agreed to.

Debonneville understands that you have dedicated more time to this settlement than was ever contemplated and very much appreciates the efforts you have made. Debonneville feels that without resorting to the language contained in section 9 which mandates that "any disputes in reaching a more complete written Settlement Agreement will be submitted to Judge Nagle for arbitration and resolution" no Settlement Agreement will ever be reached. In the alternative, Debonneville is prepared to simply stand by the Memorandum of Settlement as it is written as a final, binding, and enforceable agreement and requests that the sitting Court enter an Order commanding the parties to comply immediately.

Thank you for your assistance in this matter.

Jose Portela
The Beckham Group
3400 Carlisle, Suite 550
Dallas, Texas 75204
(214) 965-5104 Direct Dial
(214) 641-4916 Cell
(214) 965-9301 Fax

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EXHIBIT 5

Hayes, Matthew B. (Assoc-LA-EmpLaw)

From: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Sent: Monday, April 14, 2008 9:47 AM
To: C2Coast@aol.com
Cc: Scott, Diana (Shld-LA-EmpLaw); Wong, Gregory P. (Assoc-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Margaret_nagle@cacd.uscourts.gov
Subject: Debonneville v. Pierce

Jose,

Judge Nagle's chambers left our office a voicemail on Friday afternoon requesting that the parties schedule an appointment for a further conference before Judge Nagle to resolve the remaining disputes over the settlement agreement in the above matter. It is my understanding that a similar message was also left at your office. Judge Nagle is apparently available for portions of the day on April 29th and 30th and full days on May 5th, May 7th or May 9th. Both Mr. Pierce and his counsel are available for such a conference on May 5th. Please let us know by return e-mail whether that date would work for you and your client as soon as possible, so that we can finalize scheduling. I have cced Judge Nagle's chambers on this e-mail.

We can discuss your demand to resume litigation in the above matter -- including your request to immediately depose Mr. Pierce and your request for leave to amend the complaint -- at the further conference with Judge Nagle. Such issues are not ripe for consideration at this juncture, given the existence of a binding agreement to settle. As you know, in agreeing to settle, the parties stipulated that "disputes in reaching a more complete settlement will be submitted to Judge Nagle for arbitration and resolution." Accordingly, this, as opposed to resuming litigation, is the process with which the parties must now comply.

Thanks,

Matt

Matthew B. Hayes
Greenberg Traurig, LLP
2450 Colorado Avenue, Suite 400E
Santa Monica, CA 90404
Direct: (310) 586-3871
Fax: (310) 586-0571
hayesm@gtlaw.com

EXHIBIT 6

Hayes, Matthew B. (Assoc-LA-EmpLaw)

From: C2Coast@aol.com
Sent: Sunday, April 13, 2008 10:03 AM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT)
Subject: Certificate of Conference

Matt,

Please contact me on Monday so that we may confer regarding the following:

1. Motion for Leave to Amend
2. Motion for Leave to Amend Scheduling Order
3. Motion for Sanctions

Jose

Jose Portela
The Beckham Group
3400 Carlisle, Suite 550
Dallas, Texas 75204
(214) 965-5104 Direct Dial
(214) 965-9301 Fax

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EXHIBIT 7



**THE BECKHAM GROUP
TRIAL LAW**

April 14, 2008

Mr. Matt Hayes
Greenberg Traurig, LLP
2450 Colorado Avenue, Suite 400E
Santa Monica, California 90404

Via Facsimile (310) 586-7800

RE: Debonneville v. Pierce; Case No. CV 07 3776 R (MANx)

Dear Mr. Hayes:

Attached please find the Third Notice of Intent to take Oral and Videotaped Deposition of Brock Pierce. Please note that we have scheduled Mr. Pierce's deposition for April 28 through April 30. I have requested mutually agreeable deposition dates for Mr. Pierce from you at least 3 times. To date you have failed to respond to any of my requests. Accordingly, you leave me with no choice but to simply notice the deposition for a day of our choosing.

Please feel free to contact me if you have any questions.

Very truly yours,

José M. Portela

JMP/lvs
Enclosure

I:\Depo\ncv\18\Correspondence 2008\Hayes 04-14-08.doc

EXHIBIT 4

12

3400 Carlisle
Suite 550
Dallas, Texas 75204
Phone: 214.965.9300
Fax: 214.965.9301

PETER OSTROFF (CA SBN: 45718)
SEAN A. COMMONS (CA SBN: 217603)
SIDLEY AUSTIN, LLP
555 West 5th Street
Los Angeles, CA 90013
(213) 896-6000
(213) 896-6600 (facsimile)

BLAKE L. BECKHAM (TX SBN: 02016500)
JOSE M. PORTELA (TX SBN: 90001241)
THE BECKHAM GROUP P.C.
3400 Carlisle, Suite 550
Dallas, Texas 75204
(214) 965-9300
(214) 965-9301 (facsimile)

Attorneys for Alan Debonneville

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ALAN DEBONNEVILLE,

Plaintiff,

v.

BROCK PIERCE,

Defendant.

No. CV 07-03776 R (MANx)

**THIRD NOTICE OF INTENT TO
TAKE ORAL AND VIDEOTAPED
DEPOSITION OF BROCK
PIERCE**

YOU ARE HEREBY NOTIFIED THAT pursuant to Fed. R. Civ. P. 30, Plaintiff Alan Debonneville, by and through his attorneys of record, will take the deposition of Brock Pierce at the offices of Greenberg Traurig, 2450 Colorado Avenue, Suite 400E, Santa Monica, CA 90404, commencing at 10:00 a.m. on April 28, 2008 through April 30, 2008. If the deposition is not completed, the taking thereof will

**THIRD NOTICE OF INTENT TO TAKE ORAL AND
VIDEOTAPED DEPOSITION OF BROCK PIERCE**

PAGE 1

be continued from day to day thereafter at the same place, Sundays and holidays excepted, until completed, or at such time and place as is agreeable to the parties noticing the deposition. The deposition will be recorded by stenographic method. Notice is further given that the deposition testimony may be recorded by audio and video tape and by instant visual display of the testimony pursuant to Fed. R. Civ. P. 30(b)(2).

WITNESS: Brock Pierce

TIME AND DATE: 10:00 A.M.,
Monday, April 28, 2008 through
April 30, 2008

PLACE: Greenberg Traurig
2450 Colorado Avenue, Suite 400E
Santa Monica, CA 90404

**THIRD NOTICE OF INTENT TO TAKE ORAL AND
VIDEOTAPED DEPOSITION OF BROCK PIERCE**

PAGE 2

EXHIBIT 4

Exhibit 147 Page 46

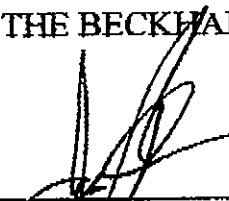
DATED: April 14, 2008

Respectfully submitted,

SIDLEY AUSTIN, LLP

PETER OSTROFF
SEAN A. COMMONS
555 West 5th Street
Los Angeles, CA 90013
(213) 896-6600
(213) 896-6600 (fax)
Attorneys for Plaintiff
ALAN DEBONNEVILLE

THE BECKHAM GROUP, PC

By: 

BLAKE BECKHAM
JOSE M. PORTELA
3400 Carlisle, Suite 550
Dallas, Texas 75204
(214) 965-9300
(214) 965-9301 (facsimile)
Attorneys for Plaintiff
ALAN DEBONNEVILLE

L:\Debonneville\Depositions\Pierce, Brock\3rd Depo Brock Pierce 04-14-08.doc

**THIRD NOTICE OF INTENT TO TAKE ORAL AND
VIDEOTAPED DEPOSITION OF BROCK PIERCE**

CASE NAME: Alan Debonneville v. Brock Pierce
COURT: USDC -Central District
CASE NO.: CV 07-03776 R (MANx)

PROOF OF SERVICE

STATE OF TEXAS)
)
COUNTY OF DALLAS)

I am a resident of Dallas County; I am over the age of eighteen years and not a party to the within action. On April 14, 2008, I served the within copy (or copies) of:

THIRD NOTICE OF INTENT TO TAKE ORAL AND VIDEOTAPED DEPOSITION OF BROCK PIERCE

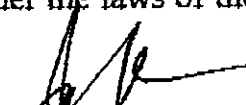
on the interested parties in said action addressed as follows:

Francine Griesing Greenberg Traurig Two Commerce Square, Suite 2700 2001 Market Street Philadelphia, PA 19103	John M. Gatti David A. Theaker Diana Scott Matt Hayes Greenberg Traurig 2450 Colorado Avenue, Suite 400E Santa Monica, CA 90404
---	---

() **BY MAIL** – by placing a true copy thereof enclosed in an envelope addressed as set forth above. I am readily familiar with this office’s practice whereby the mail is sealed, given the appropriate postage and placed in a designated mail collection area. Each day’s mail is collected and deposited in a United States mailbox after the close of each day’s business

(XX) **BY FACSIMILE TRANSMISSION** -- by causing a true facsimile thereof to be electronically transmitted to the parties, by using their facsimile number.

I declare under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct.

By: 
Jose M. Portela

THIRD NOTICE OF INTENT TO TAKE ORAL AND VIDEOTAPED DEPOSITION OF BROCK PIERCE

REDACTIONS



**THE BECKHAM GROUP
TRIAL LAW**

April 14, 2008

Mr. Matt Hayes
Greenberg Traurig, LLP
2450 Colorado Avenue, Suite 400E
Santa Monica, California 90404

Via Email

RE: **Debonneville v. Pierce; Case No. CV 07 3776 R (MANx)**

Dear Mr. Hayes:

In light of our upcoming trial setting and the failure of your client to [REDACTED] on April 10, 2008 pursuant to the Memorandum of Settlement, attached please find the proposed Second Amended Complaint and Demand for Jury Trial. This will be my final attempt to conference with you on a Motion for Leave to Amend.

The current trial setting is May 20, 2008 and it is clear that the parties have delayed almost 2 months in pursuing the litigation of this matter and the hopes of reaching a settlement in this case. Given that it appears that there is no indication your client will ever [REDACTED], we believe we need to amend our current complaint as well as need to request a continuance and a modification of the current Scheduling Order.

Sincerely,

Jose M. Portela

JMP/lvs
Enclosure

cc: Fran Griesing (via email)
Diana Scott (via email)

I:\Debonneville\Correspondence 2008\Hayes 04-14-08.doc

3400 Carlisle
Suite 550
Dallas, Texas 75204
Phone: 214.965.9300
Fax: 214.965.9301

EXHIBIT 8

Hayes, Matthew B. (Assoc-LA-EmpLaw)

From: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Sent: Monday, April 14, 2008 7:57 PM
To: C2Coast@aol.com
Cc: Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw)
Subject: RE: Debonneville v. Pierce

Mr. Portela,

I have dedicated the past week to being continuously available for communications with you. I have spent over an hour on the phone with you virtually every business day since Friday, April 4th. I have also had repeated e-mail communications with you throughout this time, including today. Unfortunately, I also have other attorneys and clients calling and other cases to which I must attend. As a result, I am not always able to pick up or immediately respond to each of the multiple phone calls you make to me throughout the day. This has been particularly true today, as I am catching up with numerous other matters that were put off over the past week to make myself available for you.

In addition, after seeing your most recent e-mail communication to Judge Nagle, I have become seriously concerned that you may be using telephone calls as a means to inaccurately place words in my mouth and the mouths of other attorneys at our firm. Today, you falsely represented to Judge Nagle that I have denied the existence of a binding agreement to settle this matter. I have never stated as such. Furthermore, you seem to have developed a pattern of falsely accusing our firm of going back on agreements you contend were reached in telephone calls. Again, this is untrue. We have always made it clear to you that any of the various changes to the final settlement agreement you propose in telephone discussions must be discussed with our client before there can be any final approval.

Finally, our last few telephone conversations have largely consisted of you accusing me of lying, going back on my word and malpractice, rather than discussing substantive matters. Such vitriolic phone calls are not constructive in any way for either my client or yours. Given the deteriorating nature of our last few phone calls, as well as the history of misrepresentations about our phone call discussions, we have determined that all further communications must be placed in writing for the time being. To that end, tomorrow we will address, in full formal correspondence, your improper demands to resume litigation of this matter.

Thanks,

Matt

From: C2Coast@aol.com [mailto:C2Coast@aol.com]
Sent: Monday, April 14, 2008 3:23 PM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw)
Subject: Debonneville v. Pierce

Matt,

Since Friday, I have left several telephone messages for you which you have not returned. If I am calling you, it means that I need to talk to you about something and not just speak with you via email. I am not sure what the practice is in California, but I assume that you observe the same professional courtesies that lawyers in Texas do. I ask that when I call you, you call me back.

Jose

Jose Portela
The Beckham Group
3400 Carlisle, Suite 550
Dallas, Texas 75204
(214) 965-5104 Direct Dial

(214) 965-9301 Fax

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REDACTIONS**Hayes, Matthew B. (Assoc-LA-EmpLaw)**

From: C2Coast@aol.com
Sent: Tuesday, April 15, 2008 5:23 AM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw)
Subject: Re: Debonneville v. Pierce

Matt,

Nice posturing email. It was you own client that accused you of malpractice, not me. As I told you on our phone call, your client is having discussions with my client directly.

Essentially what you just said is that working on revisions to the Settlement Agreement with you is pointless as you have no authority from your client to agree to anything. It is ridiculous for you and I to negotiate revisions to a document for several days and then have your client say that those revisions that were agreed to days ago must come out. Please note, I did not accuse your firm of going back on agreements, I accused your client of going back on language you had agreed to.

Prior to your email yesterday to Judge Nagle I asked you several times on the phone if the Memorandum of Settlement was enforceable and you stated it was not because there was not a "meeting of the minds" (yes, that is a direct quote) as to the meaning of certain terms. You know what you said. I will stake my bar license on this representation. Your latest position, where you have advocated there is a condition precedent [REDACTED] is an even worse argument given the great weight of law against conditions precedent and was recently postulated in writing yesterday for the first time.

Communicating via email is cumbersome and ineffective. I understand you are busy, so am I. That being said, your client is currently in breach of the Memorandum of Settlement and we have a lot of activity in this case. Accordingly, there are a lot of items which I need to discuss with you at this time. Conducting Certificates of Conference in writing is impractical if not impossible. I request that you to call me today as we intend to file at least one motion today. If you are too busy, I would be happy to talk to any of the lawyers that are involved in this case.

Jose

In a message dated 4/14/2008 9:57:19 P.M. Central Daylight Time, hayesm@gtlaw.com writes:

Mr. Portela,

I have dedicated the past week to being continuously available for communications with you. I have spent over an hour on the phone with you virtually every business day since Friday, April 4th. I have also had repeated e-mail communications with you throughout this time, including today. Unfortunately, I also have other attorneys and clients calling and other cases to which I must attend. As a result, I am not always able to pick up or immediately respond to each of the multiple phone calls you make to me throughout the day. This has been particularly true today, as I am catching up with numerous other matters that were put off over the past week to make myself available for you.

In addition, after seeing your most recent e-mail communication to Judge Nagle, I have become seriously concerned that you may be using telephone calls as a means to inaccurately place words in my mouth and the mouths of other attorneys at our firm. Today, you falsely represented to Judge Nagle that I have denied the existence of a binding agreement to settle this matter. I have never stated as such. Furthermore, you seem to have developed a pattern of falsely accusing our firm of going back on agreements you contend were reached in telephone calls. Again, this is untrue. We have always made it clear to you that any of the various changes to the final settlement agreement you propose in telephone discussions must be discussed with our client before there can be any final approval.

Finally, our last few telephone conversations have largely consisted of you accusing me of lying, going back on my word and malpractice, rather than discussing substantive matters. Such vitriolic phone calls are not constructive in any way for either my client or yours. Given the deteriorating nature of our last few phone calls, as well as the history of misrepresentations about our phone call discussions, we have determined that all further communications must be placed in writing for the time being. To that end, tomorrow we will address, in full formal correspondence, your improper demands to resume litigation of this matter.

Thanks,

Matt

From: C2Coast@aol.com [mailto:C2Coast@aol.com]
Sent: Monday, April 14, 2008 3:23 PM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw)
Subject: Debonneville v. Pierce

Matt,

Since Friday, I have left several telephone messages for you which you have not returned. If I am calling you, it means that I need to talk to you about something and not just speak with you via email. I am not sure what the practice is in California, but I assume that you observe the same professional courtesies that lawyers in Texas do. I ask that when I call you, you call me back.

Jose

Jose Portela
The Beckham Group
3400 Carlisle, Suite 550
Dallas, Texas 75204
(214) 965-5104 Direct Dial
(214) 965-9301 Fax

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EXHIBIT 9

Hayes, Matthew B. (Assoc-LA-EmpLaw)

From: C2Coast@aol.com
Sent: Tuesday, April 15, 2008 8:52 AM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw); Margaret_nagle@cacd.uscourts.gov
Subject: Final Offer
Attachments: PierceDebSetAg8.0.doc

Matt,

Attached please find my client's final draft of the Settlement Agreement. I do not like the "take it or leave it" position, but given where we find ourselves, I think it is in the best interest of everyone if we know wether or not we need to be litigating.

A few comments about the draft. We believe the Court will enforce this document as written. It includes the following:

REDACTED

EXHIBIT 10

Greenberg Traurig

Matthew Hayes
Tel. 310.586.3871
Fax 310.586.0571
hayesm@gtlaw.com

April 15, 2008

VIA E-MAIL AND U.S. MAIL

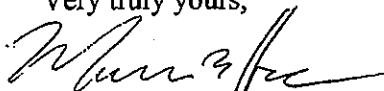
Jose Portela, Esq.
The Beckham Group P.C.
3400 Carlisle, Suite 550
Dallas, Texas, 75204

Re: *Debonneville v. Pierce, Case No. CV 07 3776 R (MANx)*

Dear Mr. Portella:

I have just arrived at my office from handling another matter this morning. This will acknowledge receipt of your e-mail sent to me this morning entitled "Final Offer" and the attachment thereto. I am reviewing the e-mail and attached document now and will provide you with a response today without delay.

Very truly yours,


Matthew B. Hayes

ALBANY
AMSTERDAM
ATLANTA
BOCA RATON
BOSTON
BRUSSELS*
CHICAGO
DALLAS
DELAWARE
DENVER
FORT LAUDERDALE
HOUSTON
LAS VEGAS
LONDON*
LOS ANGELES
MIAMI
MILAN*
NEW JERSEY
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TAMPA
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www.gtlaw.com

PHI 316,310,253v1 106417.010100

Greenberg Traurig, LLP | Attorneys at Law | Los Angeles Office | 2450 Colorado Avenue | Suite 400E | Santa Monica, CA 90404
Tel 310.586.7700 | Fax 310.586.7800

Hayes, Matthew B. (Assoc-LA-EmpLaw)

Subject: FW: Final Offer

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

From: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Sent: Tuesday, April 15, 2008 7:59 PM
To: 'C2Coast@aol.com'
Cc: Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw); 'Margaret_nagle@cacd.uscourts.gov'
Subject: Re: Final Offer

Jose,

Diana Scott and I will both call you tomorrow at 10:30 am (pacific) to try to hammer the remaining issues out.

Thanks,

Matt

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

From: C2Coast@aol.com <C2Coast@aol.com>
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT); Wong, Gregory P. (Assoc-LA-EmpLaw); Margaret_nagle@cacd.uscourts.gov <Margaret_nagle@cacd.uscourts.gov>
Sent: Tue Apr 15 18:08:38 2008
Subject: Re: Final Offer

Matt,

Could you please contact me via telephone so that we may discuss your proposed changes. If we can talk, this process will go faster. 214-641-4916.

It's Tax Time! Get tips, forms and advice on AOL Money & Finance
<<http://money.aol.com/tax?NCID=aolcmp00300000002850>> .

Hayes, Matthew B. (Assoc-LA-EmpLaw)

From: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Sent: Wednesday, April 16, 2008 4:56 PM
To: Jose Portela
Subject: RE: Status Update
Attachments: PierceDebSetAg (potential final).doc

Please see attached.

From: Jose Portela [mailto:c2coast@aol.com]
Sent: Wednesday, April 16, 2008 4:29 PM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Subject: Re: Status Update

Matt,

Can you send me the latest draft.

Sent from my iPhone
Jose Portela
(214) 641-4916

On Apr 16, 2008, at 5:45 PM, <hayesm@gtlaw.com> wrote:

Jose,

We forwarded the tentative final draft on to our client for review and approval. Diana and I are presently attempting to reach him by phone to discuss.

Matt

From: C2Coast@aol.com [mailto:C2Coast@aol.com]
Sent: Wednesday, April 16, 2008 2:50 PM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Scott, Diana (Shld-LA-EmpLaw)
Subject: Status Update

Matt,

Can I get a status update?

Jose

Jose Portela

The Beckham Group
3400 Carlisle, Suite 550
Dallas, Texas 75204
(214) 965-5104 Direct Dial
(214) 965-9301 Fax

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REDACTED**Hayes, Matthew B. (Assoc-LA-EmpLaw)**

From: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Sent: Thursday, April 17, 2008 10:22 AM
To: C2Coast@aol.com
Cc: Scott, Diana (Shld-LA-EmpLaw)
Subject: RE: Status Update

Jose,

We have spoken with our client. Please give me a call. I left a message at your office.

Thanks,

Matt

From: C2Coast@aol.com [mailto:C2Coast@aol.com]
Sent: Thursday, April 17, 2008 6:52 AM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Scott, Diana (Shld-LA-EmpLaw)
Subject: Status Update

Matt,

Can you please advise as to the status of your contact with Mr. Pierce and if we have a final document.

I am certain your firm is doing all it can to resolve this matter expeditiously, but the fact is that your client's ~~pay~~ ~~is~~ ~~not~~ ~~being~~ ~~paid~~ ~~on~~ ~~time~~. Also, the last few days we seem to only be communicating anything of substance once per day which, given that your client is in breach, is not an indication that Mr. Pierce is making his best efforts to resolve this dispute.

Jose

Jose Portela
The Beckham Group
3400 Carlisle, Suite 550
Dallas, Texas 75204
(214) 965-5104 Direct Dial
(214) 965-9301 Fax

Need a new ride? Check out the largest site for U.S. used car listings at [AOL Autos](#).

Hayes, Matthew B. (Assoc-LA-EmpLaw)

From: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Sent: Thursday, April 17, 2008 11:40 AM
To: C2Coast@aol.com
Cc: Scott, Diana (Shld-LA-EmpLaw); Griesing, Fran F. (Shld-Phil-LT)
Subject: Debonneville v. Pierce
Attachments: PierceDebSetAg (final).pdf

Jose,

Attached please find a copy of the final form of the settlement agreement we are going to be submitting to Brock for signature today.

Thanks,

Matt

4/30/2008

REDACTED

Hayes, Matthew B. (Assoc-LA-EmpLaw)

From: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Sent: Thursday, April 17, 2008 4:11 PM
To: C2Coast@aol.com
Cc: Scott, Diana (Shld-LA-EmpLaw)
Subject: RE: Status Update

Jose,

We have forwarded the final settlement  to Brock.

Thanks,

Matt

From: C2Coast@aol.com [mailto:C2Coast@aol.com]
Sent: Thursday, April 17, 2008 2:22 PM
To: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Cc: Scott, Diana (Shld-LA-EmpLaw)
Subject: Status Update

Matt,

Can you please advise me as to the status of your client signing 

Jose

Jose Portela
The Beckham Group
3400 Carlisle, Suite 550
Dallas, Texas 75204
(214) 965-5104 Direct Dial
(214) 965-9301 Fax

Need a new ride? Check out the largest site for U.S. used car listings at [AOL Autos](#).

Hayes, Matthew B. (Assoc-LA-EmpLaw)

From: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Sent: Thursday, April 17, 2008 4:17 PM
To: C2Coast@aol.com; Brock Pierce
Cc: Scott, Diana (Shld-LA-EmpLaw)
Subject: Status Update

Jose,

We have provided Brock with permission to e-mail you directly for purposes of confirming that he has the final settlement agreement. It is my understanding that your e-mail address is C2Coast@aol.com. Brock is also receiving this e-mail.

Thanks,

Matt

Matthew B. Hayes
Greenberg Traurig, LLP
2450 Colorado Avenue, Suite 400E
Santa Monica, CA 90404
Direct: (310) 586-3871
Fax: (310) 586-0571
hayesm@gtlaw.com

Hayes, Matthew B. (Assoc-LA-EmpLaw)

From: Hayes, Matthew B. (Assoc-LA-EmpLaw)
Sent: Thursday, April 17, 2008 8:15 PM
To: C2Coast@aol.com
Cc: Griesing, Fran F. (Shld-Phil-LT); Scott, Diana (Shld-LA-EmpLaw); 'Margaret_nagle@cacd.uscourts.gov'
Subject: Debonneville v. Pierce
Attachments: sig page.pdf

Jose,

Attached please find the final settlement agreement signature page executed by Mr. Pierce.

Matt

Matthew B. Hayes
Greenberg Traurig, LLP
2450 Colorado Avenue, Suite 400E
Santa Monica, CA 90404
Direct: (310) 586-3871
Fax: (310) 586-0571
hayesm@gtlaw.com

EXHIBIT 11

This Agreement may be executed in counterparts, each of which will be deemed an original and each of which, together, will constitute one and the same instrument, which instrument will be evidenced for all purposes by any such counterpart.

16. Effective Date

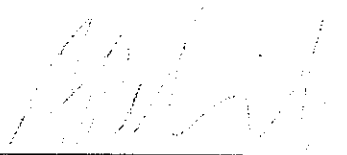
This Agreement will become effective when it is fully executed by all Parties.

Dated: April 17, 2008

Brock Pierce

Dated: April 17, 2008

Alan Debonneville



APR-17-2008 THU 11:01 PM R. T. GUEST SERVICES.
04/17/2008 17:18 FAX 310 586 7940 GREENBERG

FAX NO. 2423636309

P. 02
04/17/2008

This Agreement may be executed in counterparts, each of which will be deemed an original and each of which, together, will constitute one and the same instrument, which instrument will be evidenced for all purposes by any such counterpart.

16. Effective Date

This Agreement will become effective when it is fully executed by all Parties.

Dated: April 17, 2008

Brock Pierce


Dated: April 17, 2008

Alan Debonneville

EXHIBIT 12

1 GREENBERG TRAUIG, LLP
2 Diana P. Scott (SBN 084875)
3 Matthew B. Hayes (SBN 220639)
4 2450 Colorado Avenue, Suite 400E
5 Santa Monica, California 90404
6 Telephone: (310) 586-7700
7 Facsimile: (310) 586-7800
8 ScottDP@gtlaw.com; HayesM@gtlaw.com

9 Francine F. Griesing (admitted *pro hac vice*)
10 Brian T. Feeney (admitted *pro hac vice*)
11 2700 Two Commerce Square
12 2001 Market Street
13 Philadelphia, PA 19103
14 Telephone: (215) 988-7800
15 Facsimile: (215) 717-5265

16 Attorneys for Defendant and Counter-Claimant
17 Brock Pierce

18 **UNITED STATES DISTRICT COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA**

20 ALAN DEBONNEVILLE,

21 Plaintiff,

22 v.

23 BROCK PIERCE,

24 Defendant.

25 **BROCK PIERCE,**

26 Counter-Claimant,

27 v.

28 ALAN DEBONNEVILLE and
ROES 1 through 10, inclusive

Counter-Defendant.

CASE NO.: CV07-3776 R (MANx).

[Assigned to the Honorable Manuel L.
Real, Room 218]

**OBJECTIONS BY BROCK PIERCE
TO ALLEGED NOTICE OF
DEPOSITION FOR APRIL 28, 2008**

1 PLEASE TAKE NOTICE THAT Defendant and Counter-Claimant Brock Pierce
2 (“Pierce”), by and through his attorneys of record, hereby objects to, and will not be
3 appearing for, the deposition of PIERCE allegedly noticed by Plaintiff and Counter-
4 Defendant Alan Debonneville (“Debonneville”) for April 28, 2008, on the following
5 grounds:

6 1. Waiver: The notice of deposition was served along with a letter and
7 proposed Second Amended Complaint threatening to continue the underlying litigation
8 due to the parties inability to agree upon a final written settlement agreement. However,
9 thereafter, the parties did agree upon and execute a final “Confidential Settlement
10 Agreement And Mutual Release” (hereafter “Final Settlement Agreement”) on April 17,
11 2008, whereby Debonneville released and forever discharged Pierce from all known and
12 unknown claims that Debonneville had or may have had against Pierce as of that date,
13 including all claims asserted in this action. By executing the Final Settlement
14 Agreement, Debonneville waived any right to continue prosecuting, and conducting
15 discovery upon, the claims previously asserted against Pierce in this action, and there is
16 no pending cause of action in Debonneville’s operative Complaint concerning events
17 occurring after April 17, 2008. Accordingly, there is no cause of action presently
18 pending in this action pursuant to which discovery could be taken.

19 2. Improper and Insufficient Notice: As noted above, Debonneville served the
20 notice of deposition in conjunction with a letter and proposed Second Amended
21 Complaint threatening to continue with the underlying litigation due to the inability of
22 the parties to agree upon a final written settlement agreement. Thereafter, however, the
23 parties did agree upon and execute the Final Settlement Agreement whereby they
24 released each other from all known and unknown claims existing as of April 17, 2008.
25 Pierce’s deposition was never re-noticed for any purpose following the execution of the
26 Final Settlement Agreement, which released all claims for purposes of which the
27 deposition had been noticed. Debonneville’s counsel notified Pierce’s counsel, for the
28 first time, on April 25, 2008 that it would be seeking to reinstitute and enforce the

1 defunct deposition notice in order to question Pierce about matters arising subsequent to
2 the execution of the Final Settlement Agreement. Providing three days notice of
3 deposition is improper and insufficient notice under the Federal Rules of Civil Procedure.

4 3. Improper Purpose: The deposition notice was served for purposes of
5 conducting discovery on claims that were subsequently released by Debonneville on
6 April 17, 2008 when he executed the Final Settlement Agreement. There is presently no
7 pending cause of action in the operative Complaint. On April 25, 2008, Debonneville's
8 counsel informed Pierce's counsel, for the first time, that is was seeking to reinstitute the
9 defunct deposition notice for purposes of conducting discovery upon events and alleged
10 claims arising subsequent to April 17, 2008. However, such alleged claims are not
11 presently pending in any operative Complaint in this action and are, therefore, not the
12 proper subject of discovery in this action.

13 4. Election of Remedies: Debonneville has elected to enforce the Final
14 Settlement Agreement by accepting partial performance by Pierce and by obtaining writ
15 of attachment to seize Pierce's assets for purposes of satisfying the remaining amounts
16 owing by Pierce under the Final Settlement Agreement. Debonneville is therefore
17 precluded from simultaneously seeking to repudiate the Final Settlement Agreement and
18 continue with discovery in the underlying litigation. *See Smith v. Golden Eagle Ins. Co.*,
19 69 Cal. App. 4th 1371, 1375-76 (1999) (holding that party must elect between seeking
20 enforcement of settlement agreement or repudiating settlement agreement and pursuing
21 underlying litigation).

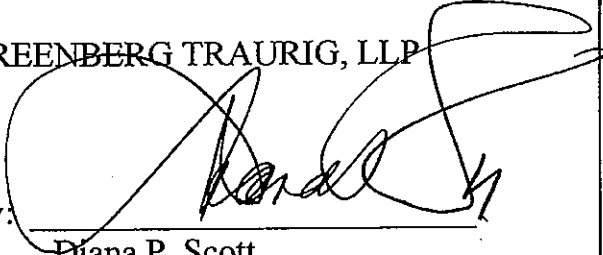
22 5. Ratification: By accepting the benefit of Pierce's partial performance of the
23 Final Settlement Agreement and thereafter obtaining a writ of attachment to seize
24 Pierce's assets for purposes of satisfying remaining amounts owing under the Final
25 Settlement Agreement, Debonneville has ratified the Final Settlement Agreement. He is
26 therefore precluded from continuing with underlying litigation, as it is inconsistent with
27 Debonneville's obligation under the Final Settlement Agreement to release and cease
28 prosecuting all claims in the underlying litigation. *See Civil Code 1589* ("A voluntary

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acceptance of the benefit of a transaction is equivalent to a consent to all the obligations arising from it, so far as the facts are known, or ought to be known, to the person accepting.”)

6. Proper Notice to Plaintiff: In order to avoid Debonneville’s counsel from incurring the expense of preparing for and appearing at this improperly noticed deposition, Pierce’s counsel informed Debonneville’s counsel of Pierce’s objections and non-appearance at the allegedly noticed deposition immediately upon being informed by Debonneville’s counsel on April 25, 2008 of Debonneville’s intention to reinstate the defunct notice of deposition.

DATED: April 25, 2008

GREENBERG TRAURIG, LLP
By: 
Diana P. Scott
Attorneys for Defendant and Cross-Complainant Brock Pierce

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is **2450 Colorado Avenue, Suite 400E, Santa Monica, California 90404.**

On April 25, 2008, I served the **OBJECTIONS BY BROCK PIERCE TO ALLEGED NOTICE OF DEPOSITION FOR APRIL 28, 2008** on the interested parties in this action by placing the true copy thereof, enclosed in a sealed envelope, postage prepaid, addressed as follows:

SIDLEY AUSTIN LLP
Peter Ostroff, Esq.
555 West Fifth Street
Los Angeles, California 90013
Tel: 213.896.6000
Fax: 213.896.6600

THE BECKHAM GROUP P.C.
Blake L. Beckham, Esq.
Jose M. Portela, Esq.
3400 Carlisle, Suite 550
Dallas, Texas 75204
(214) 965-9300 Tel
(214) 965-9301 Fax

(BY MAIL)

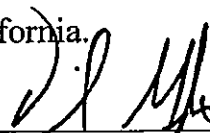
I am readily familiar with the business practice of my place of employment in respect to the collection and processing of correspondence, pleadings and notices for mailing with United States Postal Service. The foregoing sealed envelope was placed for collection and mailing this date consistent with the ordinary business practice of my place of employment, so that it will be picked up this date with postage thereon fully prepaid at Santa Monica, California, in the ordinary course of such business.

(BY E-MAIL)

On April 25, 2008, at the request of Alan Debonneville's counsel, I also transmitted the foregoing document(s) by electronic mail.

(FEDERAL) I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on April 25, 2008, at Santa Monica, California.



David Margolis