

## INDEX OF EXHIBITS

*Jenna Massoli p/k/a Jenna Jameson v. Regan Media and Judith Regan*

**CV 05-00854 PHX EHC**

- Exhibit A: Defendant/Counterclaimant Regan Media's First Request for Production of Documents from Counterdefendants.
- Exhibit B: Correspondence from David J. Bodney to Roger W. Hall dated December 9, 2005.
- Exhibit C: E-mails between Roger W. Hall and David J. Bodney dated December 14, 2005.

# EXHIBIT A

1 STEPTOE & JOHNSON LLP  
2 Collier Center  
3 201 East Washington Street, Suite 1600  
4 Phoenix, Arizona 85004-2382  
5 Telephone: (602) 257-5200  
6 Facsimile: (602) 257-5299

7 David J. Bodney (006065)  
8 Dennis K. Blackhurst (021678)  
9 Attorneys for Defendants/Counterclaimants  
10 Regan Media, Inc. and Judith Regan

11 UNITED STATES DISTRICT COURT  
12 DISTRICT OF ARIZONA

13 JENNA MASSOLI p/k/a JENNA  
14 JAMESON,

15 Plaintiff,

16 vs.

17 "REGAN MEDIA," and JUDITH  
18 REGAN, an individual,

19 Defendants.

No. CV 05-0854 PHX EHC

**DEFENDANT/  
COUNTERCLAIMANT REGAN  
MEDIA'S FIRST REQUEST FOR  
PRODUCTION OF  
DOCUMENTS FROM  
COUNTERDEFENDANTS**

20 REGAN MEDIA, INC., a New York  
21 corporation, and JUDITH REGAN, an  
22 individual,

23 Defendants/Counterclaimants,

24 vs.

25 JENNA MASSOLI p/k/a JENNA  
26 JAMESON, an individual,

Plaintiff/Counterdefendant,

and

JAY GRDINA, an individual, and  
DOLCE AMORE, INC., a Colorado  
corporation,

Counterdefendants.

(Assigned to the Honorable  
Earl H. Carroll)

1 Pursuant to Fed. R. Civ. P. 34, Defendant/Counterclaimant Regan Media, Inc.  
2 requests that Plaintiff/Counterdefendants Jenna Massoli p/k/a Jenna Jameson, Jay Grdina  
3 and Dolce Amore, Inc. produce for inspection and copying, within thirty (30) days of the  
4 date hereof, and in accordance with the definitions and instructions below, the documents  
5 and things described, at the offices of Steptoe & Johnson LLP, 201 East Washington  
6 Street, Phoenix, Arizona 85004.

7 **Definitions**

8  
9 1. The term "communications" means any provision, receipt or exchange of  
10 any information, in any manner or form (including any oral, telephonic, written, electronic  
11 or other means of communication).

12 2. The term "including" means including, but not limited to.

13 3. The term "relating to" includes, without limitation, the concepts of referring  
14 to, describing, mentioning, discussing, dealing with, analyzing, recording or constituting,  
15 as appropriate.

16 4. The terms "you," "your" and "yours" mean you, Jenna Massoli p/k/a Jenna  
17 Jameson, Jay Grdina and Dolce Amore, Inc., and any other person acting on your behalf.

18 5. The term "Regan" means Judith Regan and any other person acting on her  
19 behalf.

20 6. The term "Regan Media" means Regan Media, Inc. and any other person  
21 acting on its behalf.

22 7. The term "Jameson" means Jenna Massoli p/k/a Jenna Jameson and any  
23 other person acting on her behalf, including, without limitation, Linda Johnson or any  
24 other personal assistant of Jameson.

25 8. The term "Grdina" means Jay Grdina and any other person acting on his  
26 behalf.

1           9.     The term "Dolce Amore" means Dolce Amore, Inc. and any other person  
2 acting on its behalf.

3           10.    The term "A&E" means A&E Television Networks and any other person  
4 acting on its behalf.

5           11.    The term the "A&E Contract" refers to the Television Reality Series /  
6 Project Production Agreement between A&E and Dolce Amore entered into in or about  
7 January 2005 relating to a potential television program featuring Jameson.

8           12.    The term "document" means any and all papers, writings, recordings, and  
9 graphic materials of every kind and description, in the possession, custody or control of  
10 you and your investigators, agents, employees, and other representatives of you and your  
11 attorneys, including, but not limited to, all written, recorded and graphic matter of every  
12 type and description, contracts, receipts, purchase orders, canceled checks, drafts,  
13 invoices, statements, memoranda, corporate minutes, bulletins, intra- and interoffice  
14 communications, statements, drafts, books of account, worksheets, desk diaries,  
15 appointment books, expense accounts, recordings, notes of conversations, notes of  
16 meetings and conferences, telegraphic communications, telephone messages, telephone  
17 logs, stock certificates, pamphlets, schedules, studies, books, computer printouts, reports,  
18 photographs, maps, charts, photographic records, tapes, video recordings, and any other  
19 device or medium on or through which information of any type is transmitted, recorded or  
20 preserved. The term "document" also includes electronic, magnetic or machine readable  
21 media, information on such media, and computer-stored information including original  
22 computer files wherever stored (including laptops and personal or home PC's),  
23 spreadsheets or database files, e-mail messages, floppy disks, tape backups or archived  
24 files, restored data or undelete (recovered) files, computerized data, electronically  
25 recorded information, voice mail messages and files, backup voice mail files, e-mail  
26 messages and files, backup e-mail files, data files, backup and archival tapes, temporary

1 files, and other electronically recorded information. Electronic mail or e-mail messages  
2 are included in the term "document" even if only available on backup or archive tapes or  
3 disks. The term "document" also means every copy of a document where such copy is not  
4 an identical duplicate of the original.

5 Instructions

6 1. In providing the documents responsive to these requests, you must furnish  
7 all documents available to you, regardless of whether these documents are possessed  
8 directly by you, or by your attorney, employees, agents, investigators or other  
9 representatives.

10 2. If any responsive document was, but no longer is, available to you or within  
11 your possession custody or control, identify the document (stating its date, author, subject,  
12 recipient, custodian and specific location); explain the circumstances by which the  
13 document ceased to be available to you; and identify (stating the person's name, employer,  
14 title, last known business address and telephone number and last known home address and  
15 telephone number) all persons known or believed to have the document or copy of the  
16 document in their possession, custody or control.

17 3. If any responsive documents cannot be produced in full, produce to the  
18 extent possible, and specify the reasons for your inability to produce the remainder stating  
19 whatever information, knowledge or belief you have concerning the substance of the  
20 contents of the unproduced documents.

21 4. The singular form of any word shall include the plural, and the masculine  
22 form of any word shall include the feminine. The words "and" and "or" shall be construed  
23 both conjunctively and disjunctively. The terms "any" and "all" shall both be construed to  
24 mean any and all.  
25  
26



1 relating to the Agreement, the A&E Contract or any proposed television program featuring  
2 Jameson.

3 4. All drafts, notes or other documents relating to the negotiation of the A&E  
4 Contract, or any documents executed in connection with the A&E Contract.  
5

6 5. All documents relating to communications between any of the  
7 Counterdefendants, on the one hand, and VH1, on the other, relating to the one-hour  
8 special featuring Jameson broadcast by VH1 on or about August 16, 2004, including,  
9 without limitation, any videotape, digital images or other photographic depictions of or  
10 relating to that VH1 feature.  
11

12 6. All documents relating to the relationship between Jameson and Dolce  
13 Amore, including, without limitation, the "Exclusive Acting Services Agreement" between  
14 Jameson and Dolce Amore as referenced in the A&E Contract.  
15

16 7. All documents reflecting, identifying or relating to any amounts of money or  
17 other compensation received by Jameson from Dolce Amore from its incorporation to the  
18 present.  
19

20 8. All documents relating to the relationship between Grdina and Dolce Amore.

21 9. All documents reflecting, identifying or relating to any amounts of money or  
22 other compensation received by Grdina from Dolce Amore from its incorporation to the  
23 present.  
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1           10. All documents relating to the organizational structure of Dolce Amore,  
2 including, without limitation, any documents reflecting the incorporation, ownership,  
3 officers and directors of Dolce Amore.

4           11. Tax returns filed on behalf of Dolce Amore from its incorporation to the  
5 present.  
6

7           12. All documents relating to Dolce Amore's bank accounts from its  
8 incorporation to the present, including, without limitation, monthly and annual account  
9 statements, summaries of account activity, deposit slips and canceled checks.  
10

11           13. All books, records and documents relating to the financial condition of  
12 Dolce Amore for the fiscal years 2003 to the present, including, without limitation:

- 13           a. financial statements;
- 14           b. journals (or other books of original entry) and ledgers, including cash  
15 receipts journals, cash disbursements journals, sales journals, general  
16 journals, general ledgers, trial balance sheets and supporting  
17 workpapers;
- 18           c. charts of accounts with a description of each account;
- 19           d. general correspondence and administrative files;
- 20           e. a list of all bank accounts, including names of banks, account  
21 numbers and addresses;
- 22           f. stock ownership records, including the name and address of the  
23 registrar and transfer agent;  
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g. charts, graphs and other documents showing the organizational relationship between, or ownership of, Dolce Amore and its parent, subsidiary and affiliate companies; and

h. documents relating to transactions between Dolce Amore and its officers, directors and affiliates, including documents showing direct and indirect compensation, remuneration, dividends, bonuses, interest, profits and employment contracts.

14. All minutes of meetings of the board of directors, executive committee or stockholders of Dolce Amore from its incorporation to the present, including, without limitation, all data used or presented and notes taken at those meetings.

15. All annual and interim reports to shareholders of Dolce Amore from its incorporation to the present.

16. All documents relating to web log, journal or other postings on any website owned or controlled by Jameson, Dolce Amore, Jennasis Entertainment, Inc. or any other entity in which Jameson owns any interest, relating to the Agreement, the A&E Contract or the one-hour VH1 special, or containing any reference to a reality television series involving Jameson.

17. Any videotape, digital images or other photographic depiction of or relating to the pilot created or other preliminary filming or footage taken in connection with the A&E Contract.

1 18. All documents relating to any efforts by Counterdefendants, or any of them  
2 acting solely or in concert with one another, to market a potential reality-based television  
3 program featuring Jameson or Grdina.

4 19. All documents relating to any communications between any of the  
5 Counterdefendants, on the one hand, and any media outlet, on the other, relating to an  
6 actual or potential television program featuring Jameson or Grdina.  
7

8 20. All documents referring to Regan or Regan Media and relating to a potential  
9 reality-based television program featuring Jameson or a potential one-hour special  
10 featuring Jameson.  
11

12 21. All documents relating to, supporting, identified in or referred to in drafting  
13 your response to Defendants/Counterclaimants' First Set of Interrogatories.

14 DATED this 4<sup>th</sup> day of November, 2005.

15 STEPTOE & JOHNSON LLP

16  
17 By   
18 David J. Bodney  
19 Dennis K. Blackhurst  
20 Collier Center  
21 201 East Washington Street  
22 Suite 1600  
23 Phoenix, Arizona 85004-2382

24  
25 Attorneys for Defendants/  
26 Counterclaimants Regan Media, Inc. and  
Judith Regan

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CERTIFICATE OF SERVICE

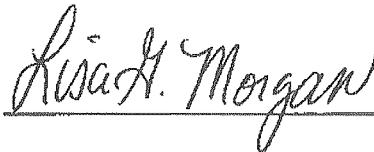
The undersigned certifies that on November 4<sup>th</sup>, 2005, a copy of the foregoing DEFENDANT/COUNTERCLAIMANT REGAN MEDIA'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS FROM COUNTERDEFENDANTS was served on the parties by hand delivery to:

James L. Blair  
Renaud Cook Drury Mesaros, PA  
Phelps Dodge Tower  
One North Central, Suite 900  
Phoenix, AZ 85004-4417

And by mail to:

Bernard M. Brodsky, Esq.  
Lipsitz, Green, Fahringer, Roll, Salisbury & Cambria, LLP  
42 Delaware Avenue, Suite 300  
Buffalo, NY 14202-3857

*Attorneys for Plaintiff/Counterdefendant and Counterdefendants*

  
\_\_\_\_\_

# EXHIBIT B

- 2 -

# STEPTOE & JOHNSON

ATTORNEYS AT LAW

David J. Bodney  
Tel 602.257.5212  
Fax 602.452.0910  
dbodney@steptoe.com

Collier Center  
201 East Washington Street  
Suite 1600  
Phoenix, AZ 85004-2382  
Tel 602.257.5200  
Fax 602.257.5299  
steptoe.com

December 9, 2005

VIA FACSIMILE  
AND U.S. MAIL

Roger William Hall  
Renaud Cook Drury Mesaros PA  
Phelps Dodge Tower  
1 N Central Ave, Ste 900  
Phoenix, AZ 85004-4418

Re: Regan Media, Inc. AND Judith Regan / Jenna Massoli p/k/a Jenna Jameson (D. Ariz., No. CV 05-0854 PHX EHC)

Dear Roger:

I write to secure new deposition dates for your clients -- Jenna Jameson, Jay Grdina and Dolce Amore, Inc. -- and address related discovery issues in the above matter. Because the original dates that we proposed for the depositions last month were inconvenient for your clients, you and I have discussed re-scheduling them for late January or early February 2006 and stipulating to extend the expert disclosure deadline.

As we discussed by telephone this morning, I suggest we proceed with the depositions on the following dates: Jenna Jameson, Tuesday, January 31, 2006 at 9:00 a.m.; and Jay Grdina, Thursday, February 2, 2006 at 9:00 a.m. As you have confirmed, Mr. Grdina will be testifying in both his individual capacity and as the Rule 30(b)(6) representative of Dolce Amore, Inc. Please confirm your clients' availability on these dates, and I shall send you formal deposition notices.

Under the Court's June 21, 2005 Scheduling Order, the parties are required to disclose expert witnesses and final expert reports on or before January 27, 2006. In light of the proposed deposition dates, I believe you previously offered to prepare a stipulation to modify the Scheduling Order. I suggest we stipulate to an extension of the expert disclosure deadline of approximately 60 days -- to March 27, 2006.

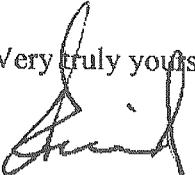
WASHINGTON • NEW YORK • PHOENIX • LOS ANGELES • LONDON • BRUSSELS

Roger Hall  
December 9, 2005  
Page 2

Last Wednesday, December 7, we received your clients' unsigned responses to Regan Media's First Set of Interrogatories. As you know, Rule 33(b)(2) requires that your clients' answers "be signed by the person making them." Accordingly, we request that you obtain the signature of your clients verifying these responses.

Finally, this will confirm our agreement to extend the deadline for your clients to respond to Defendants' Request for Production of Documents. I understand that you expect to have the documents next Monday, December 12, and hope you can produce copies for me at that time. If they are not available for production on December 12, please let me know when we can expect them.

Of course, if you have any questions or concerns about the foregoing, or I have misstated our conversations in any way, please call.

Very truly yours,  
  
David J. Bodney

DJB:beg

# EXHIBIT C

- 3 -

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FYI

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

**From:** Roger Hall [mailto:RHall@rcdmlaw.com]  
**Sent:** Wednesday, December 14, 2005 3:20 PM  
**To:** Bodney, David  
**Subject:** RE: Deposition dates

Thank you for your understanding, David.

I am in California for depositions tomorrow and Friday, but will draft the stipulation when I return.

Regarding the document production, I anticipated your inquiry, and have already sent an e-mail to attorney Gary Crandell asking him when we will be receiving the documents. As soon as I hear from him, I will let you know.

- Roger

---

**From:** Bodney, David [mailto:DBodney@steptoe.com]  
**Sent:** Wednesday, December 14, 2005 3:16 PM  
**To:** Roger Hall  
**Subject:** RE: Deposition dates

Roger:

In deference to your clients' Super Bowl-related plans, we can push their depositions to Feb. 14 and 16. (My schedule for the week of Feb. 6 would make depositions difficult then.) I cannot stipulate, however, to any further continuances of these depositions.

If these dates are acceptable, as I trust they will be, please let me know, and I shall prepare formal notices. As we previously discussed, will you please draft a suitable stipulation with respect to the change in expert disclosure deadline, occasioned by your clients' needs to postpone this deposition discovery?

I note, too, that we still have not received your clients' documents. When can we expect them? (You indicated that you expected to have them in hand last Monday.) Please let me know -- I would prefer to avoid filing a motion to compel their production.

Thanks.

David

This confidential communication is intended only for the listed recipient(s) above, and may contain legally privileged

12/30/2005

information. If you are not a listed recipient, please refrain from reading the accompanying electronic communication, and from copying, forwarding or otherwise distributing this confidential communication to anyone. Please contact me immediately if you have received this communication in error. Thank you.

David J. Bodney  
Steptoe & Johnson LLP  
201 E. Washington St.  
16th Floor  
Phoenix, AZ USA 85004-2382

602.257.5212 (phone)  
602.257.5299 (fax)  
602.315.1547 (cell phone)  
dbodney@steptoe.com (email)

STEPTOE & JOHNSON LLP

Washington DC • Phoenix • Los Angeles • New York • London • Brussels

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

**From:** Roger Hall [mailto:RHall@rcdmlaw.com]  
**Sent:** Wednesday, December 14, 2005 9:57 AM  
**To:** Bodney, David  
**Subject:** Deposition dates

Hi David,

I heard back from Jenna and Jay regarding the proposed depo dates. Unfortunately, those dates flank Super Bowl Sunday, and they have numerous commitments already scheduled in Detroit in conjunction with the game. What is your availability the following week?

- Roger  
Roger W. Hall  
RENAUD COOK DRURY MESAROS, PA  
Phelps Dodge Tower  
One North Central Avenue, Suite 900  
Phoenix, AZ 85004  
Telephone: (602) 256-3056  
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Fax - direct: (602) 262-3256

NOTICE OF CONFIDENTIALITY: This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any use, dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me by e-mail (by replying to this message) or by telephone (noted above), and permanently delete the original and any copy of any e-mail and any printout thereof. Thank you for your cooperation with respect to this matter.

12/30/2005