

**IN THE SUPREME COURT OF THE
STATE OF NEVADA**

Electronically Filed
Jan 26 2022 09:07 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

E&T VENTURES, LLC,
Petitioner,

vs

EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA, IN AND FOR THE
COUNTY OF CLARK, THE
HONORABLE JOANNA KISHNER,
DISTRICT JUDGE,

Respondent,

EUPPHORIA WELLNESS, LLC a
Nevada limited liability company,

Real Party in Interest.

Supreme Court Case No. TBD

District Court Case: A-19-796919-B

Volume 2 of 7

**APPENDIX IN SUPPORT OF PETITION FOR WRIT OF PROHIBITION
OR, IN THE ALTERNATIVE, PETITION FOR WRIT OF MANDAMUS**

LAW OFFICE OF MITCHELL STIPP
MITCHELL STIPP, ESQ. (Nevada Bar No. 7531)
1180 N. Town Center Drive, Suite 100
Las Vegas, Nevada 89144
Telephone: 702.602.1242
mstipp@stipplaw.com
Counsel for Petitioner

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DATED this 25th day of January, 2022.

LAW OFFICE OF MITCHELL STIPP

/s/ Mitchell Stipp

MITCHELL STIPP, ESQ.
Nevada Bar No. 7531
1180 N. Town Center Drive
Suite 100
Las Vegas, Nevada 89144
Telephone: (702) 602-1242
mstipp@stipplaw.com
Counsel for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 25th day of January, 2022, I filed the foregoing **APPENDIX IN SUPPORT OF PETITION FOR WRIT OF PROHIBITION OR, IN THE ALTERNATIVE, PETITION FOR WRIT OF MANDAMUS**, using the court's electronic filing system.

Notice of the filing of the APPENDIX was made upon acceptance by the Nevada Supreme Court using the District Court's electronic filing system to the following e-service participants in District Court Case and by mail to the addresses as indicated:

Judge Joanna Kishner:

Dept31lc@clarkcountycourts.us

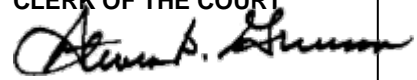
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89155

Euphoria Wellness, LLC as Real Parties-in- Interest:

Nicole E. Lovelock, Esq.
Nevada State Bar No. 11187
JONES LOVELOCK
6600 Amelia Earhart Ct., Suite C
Las Vegas, Nevada 89119
Telephone: (702) 805-8450
Fax: (702) 805-8451
Email: nlovelock@joneslovelock.com

By: /s/ Mitchell Stipp

An employee of Law Office of Mitchell Stipp



1 **APEN**
Nicole E. Lovelock, Esq.
2 Nevada State Bar No. 11187
Justin C. Jones, Esq.
3 Nevada State Bar No. 8519
Georlen K Spangler, Esq.
4 Nevada State Bar No. 3818
JONES LOVELOCK
5 6600 Amelia Earhart Ct., Suite C
Las Vegas, Nevada 89119
6 Telephone: (702) 805-8450
Fax: (702) 805-8451
7 Email: nlovelock@joneslovelock.com
Email: jjones@joneslovelock.com
8 Email: jspangler@joneslovelock.com
9 *Attorneys for Euphoria Wellness, LLC*

10
11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 E&T VENTURES, LLC, a Nevada limited
liability company,
14
Plaintiff,
15 v.
16 EUPHORIA WELLNESS, LLC, a Nevada
limited liability company; DOE Individuals I-
17 X, inclusive; and ROE ENTITIES 1-10,
inclusive;
18 Defendants.

CASE NO.: A-19-796919-B
DEPT. NO.: XXXI

“HEARING REQUESTED”

**APPENDIX OF EXHIBITS IN SUPPORT
OF EUPHORIA WELLNESS, LLC’S
MOTION FOR SANCTIONS FOR
FAILURE TO PRODUCE A PRIVILEGE
LOG**

19
20
21 EUPHORIA WELLNESS, LLC, a Nevada
limited liability company,
22
Counterclaimant,
23 v.
24 E&T VENTURES, LLC, a Nevada limited
liability company;
25
Counter-Defendant.
26

27 EUPHORIA WELLNESS, LLC, a Nevada
limited liability company,
28

PETITIONER'S APPENDIX NO. 00039

Third- Party Plaintiff,
v.
MIRAL CONSULTING, LLC, a Nevada
limited liability company; HAPPY
CAMPERS, LLC, a Nevada limited liability
company; CBD SUPPLY CO, LLC, a Nevada
limited liability company; DOE Individuals I-
X, inclusive; and ROE ENTITIES 1-10,
inclusive;
Third-Party Defendants.

Defendant/Counterclaimant/Third Party Plaintiff Euphoria Wellness, LLC (“Euphoria” or
“Defendant”), by and through its attorneys of record, hereby submits, pursuant to EDCR 2.27(b), its
Appendix of Exhibits in Support of Motion for Sanctions for Failure to Produce a Privilege Log
Against E&T Ventures, LLC, Miral Consulting, LLC, Happy Campers, LLC, and CBD Supply Co,
LLC (“Motion”) as follows:

EXHIBIT	DOCUMENT	PAGE NOS.
A.	Declaration of Marta Kurshumova, Esq.	APP 1 – APP 5
B.	E&T’s Responses and Objections to Requests for the Production of Documents and Interrogatories, electronically served on February 26, 2021	APP 6 – APP 32
C.	Miral Consulting’s Responses and Objections to Requests for the Production of Documents and Interrogatories, electronically served on March 2, 2021	APP 33 – APP 60
D.	Happy Campers’ Responses and Objections to Requests for the Production of Documents and Interrogatories, electronically served on march 2, 2021	APP 61 – APP 82
E.	CBD Supply’s Responses and Objections to Requests for the Production of Documents and Interrogatories, electronically served on March 2, 2021	APP 83 – APP 103
F.	E&T’s First Supplemental Responses and Objections to Requests for the Production of Documents and Interrogatories, electronically served on October 25, 2021	APP 104 – APP 144
G.	Miral Consulting’s First Supplemental Responses and Objections to Requests for the Production of Documents and Interrogatories, electronically served on October 25, 2021	APP 145 – APP 185
H.	Happy Campers’ First Supplemental Responses and Objections to Requests for the Production of Documents and Interrogatories, electronically served on October 25, 2021	APP 186 – APP 215

I.	CBD Supply's First Supplemental Responses and Objections to Requests for the Production of Documents and Interrogatories, electronically served on October 25, 2021	APP 216 – APP 244
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DATED this 30th day of November 2021.

JONES LOVELOCK

By: /s/ Justin C. Jones, Esq.

Nicole E. Lovelock, Esq. (11187)

Justin C. Jones, Esq. (8519)

Georlen K Spangler, Esq. (3818)

6600 Amelia Earhart Ct., Suite C

Las Vegas, Nevada 89119

Attorneys for Euphoria Wellness, LLC

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies that on the 30th day of November 2021, a true and correct
3 copy of the foregoing **APPENDIX OF EXHIBITS IN SUPPORT OF EUPHORIA WELLNESS,**
4 **LLC'S MOTION FOR SANCTIONS FOR FAILURE TO PRODUCE A PRIVILEGE LOG**
5 was served by electronically submitting with the Clerk of the Court using the electronic system and
6 serving all parties with an email-address on record.

7
8 By Julie Linton
9 An Employee of JONES LOVELOCK
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JONES LOVELOCK
6600 Amelia Earhart Ct., Suite C
Las Vegas, Nevada 89119

EXHIBIT “A”

EXHIBIT “A”

DECL

Nicole E. Lovelock, Esq.
Nevada State Bar No. 11187
Justin C. Jones, Esq.
Nevada State Bar No. 8519
Georlen K Spangler, Esq.
Nevada State Bar No. 3818

JONES LOVELOCK

6600 Amelia Earhart Ct., Suite C
Las Vegas, Nevada 89119
Telephone: (702) 805-8450
Fax: (702) 805-8451
Email: nlovelock@joneslovelock.com
Email: jjones@joneslovelock.com
Email: jspangler@joneslovelock.com

Attorneys for Euphoria Wellness, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

E&T VENTURES, LLC, a Nevada limited liability company,

Plaintiff,

v.

EUPHORIA WELLNESS, LLC, a Nevada limited liability company; DOE Individuals I-X, inclusive; and ROE ENTITIES 1-10, inclusive;

Defendants.

EUPHORIA WELLNESS, LLC, a Nevada limited liability company,

Counterclaimant,

v.

E&T VENTURES, LLC, a Nevada limited liability company;

Counter-Defendant.

EUPHORIA WELLNESS, LLC, a Nevada limited liability company,

Third- Party Plaintiff,

v.

CASE NO.: A-19-796919-B
DEPT. NO.: XXXI

**DECLARATION OF COUNSEL IN
SUPPORT OF MOTION FOR SANCTIONS
FOR FAILURE TO PRODUCE A
PRIVILEGE LOG**

MIRAL CONSULTING, LLC, a Nevada limited liability company; HAPPY CAMPERS, LLC, a Nevada limited liability company; CBD SUPPLY CO, LLC, a Nevada limited liability company; DOE Individuals I-X, inclusive; and ROE ENTITIES 1-10, inclusive;

Third-Party Defendants.

I, Marta D. Kurshumova, declare and state as follows:

1. I am over the age of 18 and am competent to testify to the matters asserted herein, of which I have personal knowledge, except as to those matters stated upon information and belief. As to those matters stated upon information and belief, I believe them to be true.

2. I am an attorney duly licensed to practice law in the State of Nevada and am counsel for Defendant/Counterclaimant/Third-Party Plaintiff Euphoria Wellness, LLC ("Euphoria").

3. On February 26, 2021, E&T Ventures, LLC ("E&T") served its Responses and Objections to Requests for the Production of Documents and Interrogatories. A true and correct copy of the document served upon us is attached to the Appendix as **Exhibit B**.

4. On March 2, 2021, Miral Consulting, LLC ("Miral"), Happy Campers, LLC ("Happy Campers") and CBD Supply Co, LLC ("CBD Supply") (collectively with E&T, "E&T Parties") served the following:

- a. Miral Consulting's Responses and Objections to Requests for the Production of Documents and Interrogatories. A true and correct copy of the document served upon us is attached to the Appendix as **Exhibit C**;
- a. Happy Campers' Responses and Objections to Requests for the Production of Documents and Interrogatories. A true and correct copy of the document served upon us is attached to the Appendix as **Exhibit D**;
- b. CBD Supply's Responses and Objections to Requests for the Production of Documents and Interrogatories. A true and correct copy of the document served upon us is attached to the Appendix as **Exhibit E**;

PETITIONER'S APPENDIX NO. 00045

5. On October 25, 2021, the E&T Parties served the following (collectively “E&T Parties’ Court Ordered Discovery Responses”):

- a. E&T’s First Supplemental Responses and Objections to Requests for the Production of Documents and Interrogatories that were verified by the electronic signature of Kristin Taracki. A true and correct copy of the document served upon us is attached to the Appendix as **Exhibit F**;
- b. Miral Consulting’s First Supplemental Responses and Objections to Requests for the Production of Documents and Interrogatories that were verified by the electronic signature of Kristin Taracki. A true and correct copy of the document served upon us is attached to the Appendix as **Exhibit G**;
- c. Happy Campers’ First Supplemental Responses and Objections to Requests for the Production of Documents and Interrogatories that were verified by the electronic signature of Joseph Kennedy. A true and correct copy of the document served upon us is attached to the Appendix as **Exhibit H**;
- d. CBD Supply’s First Supplemental Responses and Objections to Requests for the Production of Documents and Interrogatories that were verified by the electronic signature of Kristin Taracki. A true and correct copy of the document served upon us is attached to the Appendix as **Exhibit I**.

6. On November 2, 2021, Nicole E. Lovelock, Esq. and I participated in a telephonic meet and confer conference with Mitchell D. Stipp, Esq., counsel for the E&T Parties, regarding the E&T Parties’ Court Ordered Discovery Responses.

7. During the telephonic meet and confer, Mr. Stipp made several representations, including but not limited to:

- a. None of the E&T Parties are currently operating and none owns anything. According to Mr. Stipp, all the E&T Parties stopped operating within months of Euphoria stopping the operation of the Production Facility.
- b. Mr. Stipp provided that there were no responsive documents because the E&T Parties

PETITIONER’S APPENDIX NO. 00046

1 were no longer in operation and Miral Consulting, CBD Supply, and Happy Campers
2 were created as “ancillary entities” to E&T. Mr. Stipp did not elaborate as to what
3 this meant or why the E&T Parties would not have the documents.

- 4 c. According to Mr. Stipp, the E&T Parties did not file tax returns because they are pass-
5 through and disregarded entities, and that information would be found on the tax
6 return(s) of Kristin Taracki and Alex Taracki.

7 I declare under penalty of perjury that the foregoing is true and correct.

8 DATED this 30th day of November 2021.

9 
10 MARTA D. KURSHUMOVA, ESQ.
11

EXHIBIT “B”

EXHIBIT “B”

MITCHELL D. STIPP, ESQ.
Nevada Bar No. 7531
LAW OFFICE OF MITCHELL STIPP
1180 N. Town Center Drive, Suite 100
Las Vegas, Nevada 89144
Telephone: 702.602.1242
mstipp@stipplaw.com
Attorneys for E&T Ventures, LLC

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

E&T VENTURES, LLC, a Nevada limited liability company,

Plaintiff,

v.

EUPHORIA WELLNESS, LLC, a Nevada limited liability company; DOE Individuals I-X, inclusive; and ROE ENTITIES 1-10, inclusive;

Defendants.

CASE NO.: A-19-796919-B
DEPT. NO.: XI

AND RELATED MATTERS

RESPONSES AND OBJECTIONS TO REQUESTS
FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES

TO: EUPHORIA WELLNESS, LLC (“Euphoria”)

TO: NICOLE LOVELOCK AND JUSTIN JONES, attorneys for above.

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PETITIONER'S APPENDIX NO. 00049

1 E&T Ventures, LLC, a Nevada limited liability company ("E&T"), by and through its attorneys,
2 and pursuant to Rules 33 and 34 of the Nevada Rules of Civil Procedure, responds and objects to the
3 requests for the production of documents and interrogatories by Euphoria as set forth below.
4

5 PRELIMINARY STATEMENT

6 1. E&T's investigation and development of all facts and circumstances relating to this action is
7 ongoing. These responses and objections are made without prejudice to, and are not a waiver of, E&T's
8 right to rely on other facts or documents at trial.

9 2. By making the accompanying responses and objections, E&T does not waive, and hereby
10 expressly reserves, its right to assert any and all objections as to the admissibility of such responses into
11 evidence in this action, or in any other proceedings, on any and all grounds including, but not limited to,
12 competency, relevancy, materiality, and privilege. Further, E&T makes the responses and objections
13 herein without in any way implying that it considers the requests, and responses to the requests, to be
14 relevant or material to the subject matter of the trial.

15 3. E&T will produce responsive documents only to the extent that such documents are in the
16 possession, custody, or control of E&T, as set forth in the Nevada Rules of Civil Procedure. E&T's
17 possession, custody, or control does not include any constructive possession that may be conferred by
18 E&T's right or power to compel the production of documents or information from third parties or to
19 request their production from its managers, members or their respective affiliates.

20 4. A response to a document request stating that objections and/or indicating that documents will be
21 produced shall not be deemed or construed that there are, in fact, responsive documents, that E&T
22 performed any of the acts described in the document request or definitions and/or instructions applicable
23 to the document request, or that E&T acquiesces in the characterization of the conduct or activities
24 contained in the document request or definitions and/or instructions applicable to the document request.

25 5. E&T expressly reserves the right to supplement, clarify, revise, or correct any or all of the
26 responses and objections herein, and to assert additional objections or privileges, in one or more
27 subsequent supplemental response(s).

7. Publicly available documents including, but not limited to, court papers and documents available
on the Internet, will not be produced.

///

8. For purposes of E&T's responses and objections, the following terms shall have the meanings ascribed to them below:

(a) "Joint Venture Agreement" means the First Amended and Restated Agreement dated October 5, 2017, between Euphoria and E&T (together with any amendments or supplements thereto).

(b) "E&T's Production Facility" means the "Production Facility" as defined in the Joint Venture Agreement.

GENERAL OBJECTIONS

1. E&T objects to each instruction, definition, and document request to the extent that it purports to impose any requirement or discovery obligation greater than or different from those under the Nevada Rules of Civil Procedure.

2. E&T objects to each document request that is overly broad, unduly burdensome, or not reasonably calculated to lead to the discovery of admissible evidence.

3. E&T objects to each document request to the extent that it calls for production of a privilege log for internal documents of E&T. A request for such a log is unreasonable and unduly burdensome in light of the work product doctrine, deliberative process privilege, and other privileges protecting such internal documents from discovery.

4. E&T objects to each instruction, definition, and document request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, deliberative process privilege, attorney work product doctrine, or any other applicable privilege. Should any such disclosure by E&T occur, it is inadvertent and shall not constitute a waiver of any privilege.

5. E&T objects to each instruction, definition, and document request as overbroad and unduly burdensome to the extent it seeks documents or information that are readily or more accessible to Euphoria from its own files, from documents or information in Euphoria's possession, or from documents or information previously produced by E&T in arbitration, mediation, or litigation to which Euphoria is/was a party. Responding to such requests would be oppressive, unduly burdensome, and unnecessarily expensive, and the burden of responding to such requests is substantially the same or less for Euphoria as for E&T. All such documents and information will not be produced.

6. Any document requests that call for the production of documents and information that were produced to E&T by other persons and that may contain confidential, proprietary, or trade secret information will not be produced.

1 7. E&T incorporates by reference every general objection set forth above into each specific
2 response set forth below. A specific response may repeat a general objection for emphasis or some other
3 reason. The failure to include any general objection in any specific response does not waive any general
4 objection to that request. Moreover, E&T does not waive its right to amend its responses on or before
5 trial.

6 **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

7 1. E&T objects to the definition of “document” or “documents” to the extent that it purports to
8 impose obligations greater than those set forth in the Nevada Rules of Civil Procedure.

9 2. E&T further objects to the definition of “document” or “documents” to the extent that it calls for
10 documents protected from disclosure by the attorney-client privilege, deliberative process privilege,
11 attorney work product doctrine, or any other applicable privilege.

12 3. E&T objects to each request for documents and interrogatories on the grounds that it is vague
13 and ambiguous, that it calls for the production of documents that are irrelevant to matters subject to trial
14 and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad
15 and unduly burdensome, to the extent that it calls for the production of documents or information
16 without a specific timeframe.

17 4. E&T objects to the definition of “Variances” because it is defined in connection with an exhibit
18 (Exhibit 1), which was omitted from the requests for production of documents and interrogatories
19 propounded by Euphoria.

20 **OBJECTIONS AND RESPONSES TO DOCUMENT REQUESTS**

21 **DOCUMENT REQUEST NO. 1:**

22 Please produce any and all documents on which E&T relied or identified in E&T’s Responses to
23 Interrogatories.

24 **RESPONSE TO DOCUMENT REQUEST NO. 1:**

25 Subject to the forgoing objections, E&T has not identified any documents responsive to Euphoria’s
26 request. However, discovery is on-going, and E&T reserves the right to supplement its response.

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1 **DOCUMENT REQUEST NO. 2:**

2 Please produce all documents and communications in E&T's possession, custody or control from or to
3 the Department between 2017 and the present, including but not limited to investigations, audits,
4 complaints, third-party testing, terminations of agent cards, and any findings.

5 **RESPONSE TO DOCUMENT REQUEST NO. 2:**

6 E&T objects to this request on the basis that it seeks information and knowledge in the possession of
7 Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of the
8 investigation is presently unknown. Additionally, asking for the identification of "all documents and
9 communications" seeks to obtain counsel's mental impressions, conclusions, opinions and legal theories.
10 Therefore, E&T objects to this request on the basis of the attorney-client privilege and the attorney
11 work-product doctrine. Subject to the forgoing objections, E&T provided all documents requested by
12 the Nevada Department of Taxation in connection with the investigation initiated by Euphoria, Euphoria
13 received copies, and all communications with the Nevada Department of Taxation included Euphoria.
14 Accordingly, E&T has not identified any other documents or communications responsive to Euphoria's
15 request. However, discovery is on-going, and E&T reserves the right to supplement its response.

16 **DOCUMENT REQUEST NO. 3:**

17 Please produce all documents and communications in E&T's possession, custody or control regarding
18 the person or persons who made any complaints to the Department against E&T between January 2019
19 and the present day.

20 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

21 E&T objects to this request on the basis that it seeks information and knowledge in the possession of
22 Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of the
23 investigation is presently unknown. Subject to the forgoing objections, E&T has not identified any
24 documents or communications responsive to Euphoria's request. However, discovery is on-going, and
25 E&T reserves the right to supplement its response.

26 ///

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1 **DOCUMENT REQUEST NO. 4:**

2 Please produce all documents and communications in E&T's possession, custody or control relating to
3 any investigation E&T undertook after receipt of the Notice of Default, including but not limited to
4 inspections, analysis, reports, identification of Variances, test results, inventory ledgers, plans of
5 correction, text messages, e-mail communications, and employee interviews.

6
7 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

8 E&T objects to this request on the basis that it seeks information and knowledge in the possession of
9 Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of the
10 investigation is presently unknown. Euphoria closed E&T's Production Facility on or about March 15,
11 2019 and excluded E&T from investigating the matters reported by Euphoria to the Nevada Department
12 of Taxation. Subject to the forgoing objections, E&T has not identified any documents or
13 communications responsive to Euphoria's request. However, discovery is on-going, and E&T reserves
14 the right to supplement its response.

15 **DOCUMENT REQUEST NO. 5:**

16 Please produce all documents and communications E&T turned over to the State of Nevada for review,
17 as alleged in Paragraph 46 of the Complaint.

18 **RESPONSE TO DOCUMENT REQUEST NO. 5:**

19 E&T objects to this request on the basis that it seeks information and knowledge in the possession of
20 Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of the
21 investigation is presently unknown. Subject to the forgoing objections, E&T provided all documents
22 requested by the Nevada Department of Taxation in connection with the investigation initiated by
23 Euphoria, Euphoria received copies, and all communications with the Nevada Department of Taxation
24 included Euphoria. Accordingly, E&T has not identified any other documents or communications
25 responsive to Euphoria's request. However, discovery is on-going, and E&T reserves the right to
26 supplement its response.

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1 **DOCUMENT REQUEST NO 6:**

2 Please produce all documents, including but not limited to monthly, quarterly, or other periodic
3 statements, cancelled checks, deposit slips, wire transfers, etc. regarding any domestic or foreign bank or
4 other financial account, regardless of how such account is titled, over which E&T had signatory
5 authority or other such control at any time during the period from 2017 to the present.

6
7 **RESPONSE TO DOCUMENT REQUEST NO. 6:**

8 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
9 parties jointly to maintain the books of account and other records reflecting the results of operation for
10 E&T's Production Facility. Any relevant information contained within any documents requested by
11 Euphoria to be produced pursuant to this request for production would be included in these books of
12 account and other records which are in the possession/control of Euphoria. NRCP 26 does not permit
13 discovery of E&T's banking/financial information, since such matters are not relevant and cannot lead
14 to the discovery of admissible evidence. Discovery may not invade the E&T's right to privacy without
15 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the
16 potential for finding relevant material, and the importance of the proposed discovery in resolving the
17 issues.

18 **DOCUMENT REQUEST NO. 7:**

19 Please produce copies of all financial statements and/or loan applications prepared by E&T or on E&T's
20 behalf between 2017 and the present.

21 **RESPONSE TO DOCUMENT REQUEST NO. 7:**

22 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
23 parties jointly to maintain the books of account and other records reflecting the results of operation for
24 E&T's Production Facility. Any relevant information contained within any documents requested by
25 Euphoria to be produced pursuant to this request for production would be included in these books of
26 account and other records which are in the possession/control of Euphoria. Further, NRCP 26 does not
27 permit discovery of E&T's financial condition (including its debt), since such matters are not relevant
and cannot lead to the discovery of admissible evidence. Discovery may not invade the E&T's right to

1 privacy without weighing the needs of the case, the amount in controversy, the importance of the issues
2 at stake, the potential for finding relevant material, and the importance of the proposed discovery in
3 resolving the issues.

4 **DOCUMENT REQUEST NO. 8:**

5 Please produce copies of all credit, debit and/or ATM card statements of account, wherever located and
6 regardless of whose name appears on the account(s), from 2017 to present, for such card(s) which E&T
7 uses or which E&T has signatory authority or other such control.

8
9 **RESPONSE TO DOCUMENT REQUEST NO. 8:**

10 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
11 parties jointly to maintain the books of account and other records reflecting the results of operation for
12 E&T's Production Facility. Any relevant information contained within any documents requested by
13 Euphoria to be produced pursuant to this request for production would be included in these books of
14 account and other records which are in the possession/control of Euphoria. Further, NRCP 26 does not
15 permit discovery of E&T's financial accounts, since such matters are not relevant and cannot lead to the
16 discovery of admissible evidence. Discovery may not invade the E&T's right to privacy without
17 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the
18 potential for finding relevant material, and the importance of the proposed discovery in resolving the
19 issues.

20 **DOCUMENT REQUEST NO. 9:**

21 Please produce copies of all documents and communications between E&T and officers, managers,
22 and/or managing members, regarding any stocks, mutual funds, financial investments, etc., and/or
23 transfers of funds from 2017 to present.

24 **RESPONSE TO DOCUMENT REQUEST NO. 9:**

25 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
26 parties jointly to maintain the books of account and other records reflecting the results of operation for
27 E&T's Production Facility. Further, NRCP 26 does not permit discovery of E&T's investments, since

PETITIONER'S APPENDIX NO. 00056

1 such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may
2 not invade the E&T's right to privacy without weighing the needs of the case, the amount in
3 controversy, the importance of the issues at stake, the potential for finding relevant material, and the
4 importance of the proposed discovery in resolving the issues.

5 **REQUEST FOR PRODUCTION NO. 10:**

6 Please produce copies of E&T's federal and state income tax returns, with accompanying worksheets
7 and any other supporting documents, from 2017 to the present.

8
9 **RESPONSE TO DOCUMENT REQUEST NO. 10:**

10 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
11 parties jointly to maintain the books of account and other records reflecting the results of operation for
12 E&T's Production Facility. Further, NRCP 26 does not permit discovery of E&T's tax information,
13 since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery
14 may not invade the E&T's right to privacy without weighing the needs of the case, the amount in
15 controversy, the importance of the issues at stake, the potential for finding relevant material, and the
16 importance of the proposed discovery in resolving the issues.

17 **DOCUMENT REQUEST NO. 11**

18 Please produce copies of all payroll documents from 2017 to present, including W-4 Forms, W-2
19 Forms, 1099 Forms, I-9 Forms, paystubs, total compensation letters, timecards, and payroll reports.

20
21 **RESPONSE TO DOCUMENT REQUEST NO. 11:**

22 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
23 parties jointly to maintain the books of account and other records reflecting the results of operation for
24 E&T's Production Facility. Further, NRCP 26 does not permit discovery of E&T's payroll taxes, since
25 such matters are not relevant and cannot lead to the discovery of admissible evidence. Euphoria has not
26 alleged that E&T failed to pay its payroll taxes (or that such taxes have been paid by Euphoria or
27 Euphoria is liable for the same). Discovery may not invade the E&T's right to privacy without weighing

1 the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for
2 finding relevant material, and the importance of the proposed discovery in resolving the issues.

3 **DOCUMENT REQUEST NO. 12:**

4 Please produce all profit and loss statements or other documents in E&T's possession evidencing profits
5 or losses of E&T between 2017 and the present.

6
7 **RESPONSE TO DOCUMENT REQUEST NO. 12:**

8 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
9 parties jointly to maintain the books of account and other records reflecting the results of operation for
10 E&T's Production Facility. Further, NRCP 26 does not permit discovery of E&T's profits/losses, since
11 such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may
12 not invade the E&T's right to privacy without weighing the needs of the case, the amount in
13 controversy, the importance of the issues at stake, the potential for finding relevant material, and the
14 importance of the proposed discovery in resolving the issues.

15 **DOCUMENT REQUEST NO. 13:**

16 Please produce all documents evidencing the revenue received by E&T between 2017 and the present.

17 **RESPONSE TO DOCUMENT REQUEST NO. 13:**

18 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
19 parties jointly to maintain the books of account and other records reflecting the results of operation for
20 E&T's Production Facility. Further, NRCP 26 does not permit discovery of E&T's revenues, since such
21 matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not
22 invade the E&T's right to privacy without weighing the needs of the case, the amount in controversy,
23 the importance of the issues at stake, the potential for finding relevant material, and the importance of
24 the proposed discovery in resolving the issues.

25 **DOCUMENT REQUEST NO. 14:**

26 Please produce all documents evidencing the expenditures by E&T between 2017 and the present.
27

RESPONSE TO DOCUMENT REQUEST NO. 14:

E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the parties jointly to maintain the books of account and other records reflecting the results of operation for E&T's Production Facility. Further, NRCP 26 does not permit discovery of E&T's expenditures, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade the E&T's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

DOCUMENT REQUEST NO. 15:

Please produce all documents in E&T's possession, custody or control relating to Euphoria, including but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals, employee records, reports, and memorandums.

RESPONSE TO DOCUMENT REQUEST NO. 15:

E&T objects to this request on the basis that it seeks information and knowledge in the possession of Euphoria. Euphoria has possession of its contracts, ledgers, receipts, requests, product sheets, manuals, employee records, reports, and memoranda.

DOCUMENT REQUEST NO. 16:

Please produce all communications in E&T's possession, custody or control, including letters, emails, text messages, facsimiles or any other written communications, related in any manner to Euphoria.

RESPONSE TO DOCUMENT REQUEST NO. 16:

E&T incorporates general objections herein. E&T objects to the underlying request for production, and thus to this request, because asking for "all communications" without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of E&T to identify and/or produce. E&T also objects to this request on the basis that it seeks information and knowledge in the possession of Euphoria.

DOCUMENT REQUEST NO. 17:

Please produce all documents and communications in E&T's possession, custody or control relating to E&T's operations on Euphoria's premises, including contracts with third parties, invoices, receipts, inventories, manuals, internal regulations, employee records, and profit and loss statements.

RESPONSE TO DOCUMENT REQUEST NO. 17:

E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the parties jointly to maintain the books of account and other records reflecting the results of operation for E&T's Production Facility. Any relevant information contained within any documents and communications requested by Euphoria to be produced pursuant to this request for production would be included in these books of account and other records which are in the possession/control of Euphoria.

DOCUMENT REQUEST NO. 18:

Produce all documents and communications in E&T's possession, custody or control relating to the manufacture of marijuana products at the Production Facility.

RESPONSE TO DOCUMENT REQUEST NO. 18:

E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the parties jointly to maintain the books of account and other records reflecting the results of operation for E&T's Production Facility. Any relevant information contained within any documents and communications requested by Euphoria to be produced pursuant to this request for production would be included in these books of account and other records which are in the possession/control of Euphoria.

DOCUMENT REQUEST NO. 19:

Produce any documents and communications in E&T's possession, custody or control relating to any equipment belonging to E&T, which used to be or currently is located at Euphoria's production facility, including contracts with third parties, purchase contracts, invoices, receipts, inventories, and manuals.

1
2 **RESPONSE TO DOCUMENT REQUEST NO. 19:**

3 E&T incorporates general objections herein. Any relevant information contained within any documents
4 and communications requested by Euphoria to be produced pursuant to this request for production are in
5 the possession/control of Euphoria.

6
7 **DOCUMENT REQUEST NO. 20:**

8 Produce any documents and communications in E&T's possession, custody or control relating to any
9 equipment E&T leased, borrowed, or otherwise acquired, which used to be or currently is located at
10 Euphoria's production facility, including contracts with third parties, purchase contracts, invoices,
11 receipts, inventories, and manuals.

12
13 **RESPONSE TO DOCUMENT REQUEST NO. 20:**

14 E&T incorporates general objections herein. Any relevant information contained within any documents
15 and communications requested by Euphoria to be produced pursuant to this request for production are in
16 the possession/control of Euphoria.

17
18 **DOCUMENT REQUEST NO. 21:**

19 Produce any documents and communications in E&T's possession, custody or control relating to
20 applying and/or using the results from products, which passed testing, to products, which failed testing.

21
22 **RESPONSE TO DOCUMENT REQUEST NO. 21:**

23 Objection. This discovery request as phrased is argumentative. It requires the adoption of an
24 assumption, which is improper.

25
26 **DOCUMENT REQUEST NO. 22:**

27 Produce any documents and communications in E&T's possession, custody or control relating to the
matter of *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474.

PETITIONER'S APPENDIX NO. 00061

RESPONSE TO DOCUMENT REQUEST NO. 22:

Subject to and without waiving the foregoing objections, E&T will make available for copying or inspection at the office of E&T's counsel in this case all documents and communications which are not publicly available in *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474 and otherwise not subject to any settlement privilege, attorney-client privilege, or other confidentiality.

DOCUMENT REQUEST NO. 23:

Produce any documents and communications in E&T's possession, custody or control relating to GB Sciences, including contracts, invoices, receipts, inventories, and order confirmations.

RESPONSE TO DOCUMENT REQUEST NO. 23:

E&T incorporates general objections herein. The term "GB Sciences" is not defined. Further, E&T objects to the underlying request for production, and thus to this request, because asking for "any documents and communications" without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of E&T to identify and/or produce. Section 7.1 of the Joint Venture Agreement requires the parties jointly to maintain the books of account and other records reflecting the results of operation for E&T's Production Facility. Any relevant information contained within any documents requested by Euphoria to be produced pursuant to this request for production would be included in these books of account and other records which are in the possession/control of Euphoria. Subject to the foregoing objections, E&T has not identified any documents or communications responsive to Euphoria's request. However, discovery is on-going, and E&T reserves the right to supplement its response.

DOCUMENT REQUEST NO. 24:

Produce any documents and communications in E&T's possession, custody or control relating to ACC Enterprises LLC, including contracts, invoices, receipts, inventories, and order confirmations.

///

///

1
2 **RESPONSE TO DOCUMENT REQUEST NO. 24:**

3 E&T incorporates general objections herein. The term “ACC Enterprises LLC” is not defined. Further,
4 E&T objects to the underlying request for production, and thus to this request, because asking for “any
5 documents and communications” without any limitation (including a time limitation) is impermissibly
6 overbroad. Because the information sought is overbroad and unduly burdensome, it will require
7 unreasonable efforts and expense on behalf of E&T to identify and/or produce. Section 7.1 of the Joint
8 Venture Agreement requires the parties jointly to maintain the books of account and other records
9 reflecting the results of operation for E&T’s Production Facility. Any relevant information contained
10 within any documents requested by Euphoria to be produced pursuant to this request for production
11 would be included in these books of account and other records which are in the possession/control of
12 Euphoria. Subject to the forgoing objections, E&T has not identified any documents or communications
13 responsive to Euphoria’s request. However, discovery is on-going, and E&T reserves the right to
14 supplement its response.

14 **DOCUMENT REQUEST NO. 25:**

15 Produce any documents and communications in E&T’s possession, custody or control relating to any
16 and all submissions of failed testing to the Nevada Cannabis Compliance Board and/or the State
17 Department of Agriculture between July 7, 2017 and the present day.

18 **RESPONSE TO DOCUMENT REQUEST NO. 25:**

19 E&T incorporates general objections herein. The phrase “State Department of Agriculture” is not
20 defined. Further, E&T objects to the underlying request for production, and thus to this request, because
21 asking for “all documents and communications” by and between E&T and the Cannabis Compliance
22 Board without any limitation (including a limitation on matters involving only E&T and Euphoria) is
23 impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will
24 require unreasonable efforts and expense on behalf of E&T to identify and/or produce. In addition, E&T
25 also objects to this request on the basis that it seeks information and knowledge in the possession of
26 Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of the
27 investigation is presently unknown. Additionally, asking for the identification of “all documents and
communications” seeks to obtain counsel’s mental impressions, conclusions, opinions and legal theories.

PETITIONER’S APPENDIX NO. 00063

1 Therefore, E&T objects to this request on the basis of the attorney-client privilege and the attorney
2 work-product doctrine. Subject to the forgoing objections, E&T has not identified any documents or
3 communications responsive to Euphoria's request. However, discovery is on-going, and E&T reserves
4 the right to supplement its response.

5 **DOCUMENT REQUEST NO. 26:**

6 Produce any documents and communications in E&T's possession, custody or control relating to any
7 and all products which failed testing between July 7, 2017 and the present day.

8 **RESPONSE TO DOCUMENT REQUEST NO. 26:**

9 E&T objects to this request on the basis that it seeks information and knowledge in the possession of
10 Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of the
11 investigation is presently unknown. Additionally, asking for the identification of "all documents and
12 communications" seeks to obtain counsel's mental impressions, conclusions, opinions and legal theories.
13 Therefore, E&T objects to this request on the basis of the attorney-client privilege and the attorney
14 work-product doctrine. Subject to the forgoing objections, E&T has not identified any documents or
15 communications responsive to Euphoria's request. However, discovery is on-going, and E&T reserves
16 the right to supplement its response.

17 **DOCUMENT REQUEST NO. 27:**

18 Produce any Document in Your possession, custody, or control regarding any of Your business dealings
19 with Nye Natural Medicinal Solutions, LLC, including, but not limited to, all communications and
20 agreements.

21 **RESPONSE TO DOCUMENT REQUEST NO. 27:**

22 Subject to and without waiving the foregoing objections, E&T has not identified any documents
23 responsive to this request. However, discovery is on-going, and E&T reserves the right to supplement
24 its response.

25 ///

26 ///

27 ///

1 **REQUEST FOR PRODUCTION NO. 28:**

2 Produce any Document in Your possession, custody, or control regarding any of Your communications
3 with Joseph Kennedy regarding this litigation.
4

5 **RESPONSE TO DOCUMENT REQUEST NO. 28:**

6 Subject to and without waiving the foregoing objections, E&T has not identified any documents that are
7 responsive to this request. However, discovery is on-going, and E&T reserves the right to supplement
8 its response.

9 **REQUEST FOR PRODUCTION NO. 29:**

10 Produce any Document in Your possession, custody, or control regarding Valjo's asserted security
11 interest in any assets belonging to E&T, including, but not limited to, all loan documents, loan
12 communications, loan drafts, loan demands, loan defaults, and loan negotiations.

13 **RESPONSE TO DOCUMENT REQUEST NO. 29:**

14 Subject to and without waiving the foregoing objections, E&T will make available for copying or
15 inspection at the office of E&T's counsel in this case all documents which are not publicly available in
16 *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474 and otherwise not subject to any settlement
17 privilege, attorney-client privilege, or other confidentiality.

18 **REQUEST FOR PRODUCTION NO. 30:**

19 Produce any Document in Your possession, custody, or control regarding E&T's promissory note dated
20 April 1, 2019 in favor of Valjo, including, but not limited to, all loan communications, loan documents,
21 loan drafts, loan demands, loan defaults, and loan negotiations.
22

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 30:**

24 Subject to and without waiving the foregoing objections, E&T will make available for copying or
25 inspection at the office of E&T's counsel in this case all documents which are not publicly available in
26
27

1 *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474 and otherwise not subject to any settlement
2 privilege, attorney-client privilege, or other confidentiality.

3 **REQUEST FOR PRODUCTION NO. 31:**

4 Produce any Document in Your possession, custody, or control regarding Valjo's confession of
5 judgment in *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474, including, but not limited to, all
6 communications, demands, and negotiations.

7
8 **RESPONSE TO REQUEST FOR PRODUCTION NO. 31:**

9 Subject to and without waiving the foregoing objections, E&T will make available for copying or
10 inspection at the office of E&T's counsel in this case all documents which are not publicly available in
11 *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474 and otherwise not subject to any settlement
12 privilege, attorney-client privilege, or other confidentiality.

13 **REQUEST FOR PRODUCTION NO. 32:**

14
15 Produce any Document in Your possession, custody, or control regarding the collateral described in
16 Valjo's filed Confession of Judgment in the *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474.

17
18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 32:**

19 Subject to and without waiving the foregoing objections, E&T will make available for copying or
20 inspection at the office of E&T's counsel in this case all documents which are not publicly available in
21 *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474 and otherwise not subject to any settlement
22 privilege, attorney-client privilege, or other confidentiality.

23 **REQUEST FOR PRODUCTION NO. 33:**

24
25 Produce any Document in Your possession, custody, or control regarding Valjo's attempt to obtain the
26 collateral identified in *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474, including, but not
27

1 limited to, all attempts to access to the premised located at 5900 Emerald Avenue, Las Vegas, Nevada
2 89122.

3 **RESPONSE TO REOUEST FOR PRODUCTION NO. 33:**

4 Subject to and without waiving the foregoing objections, E&T will make available for copying or
5 inspection at the office of E&T's counsel in this case all documents which are not publicly available in
6 *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474 and otherwise not subject to any settlement
7 privilege, attorney-client privilege, or other confidentiality.

8 **OBJECTIONS AND RESPONSES TO INTERROGATORIES**
9

10 **INTERROGATORY NO. 1:**

11 Please provide the name and current addresses of the principals of E&T.
12

13 **RESPONSE TO INTERROGATORY NO. 1:**

14 E&T incorporates general objections herein. The term "principals" is not defined. NRCP 26 does not
15 permit discovery of the personal addresses of members and managers of E&T (assuming they are
16 principals), since such matters are not relevant and cannot lead to the discovery of admissible
17 evidence. The members and managers of E&T are not parties to this case. Discovery may not invade
18 the right to privacy of these individuals without weighing the needs of the case, the amount in
19 controversy, the importance of the issues at stake, the potential for finding relevant material, and the
20 importance of the proposed discovery in resolving the issues.

21 **INTERROGATORY NO. 2:**

22 Provide the date E&T first received the document attached hereto as Exhibit 1 and identify each and
23 every step taken by E&T to explain the Variances set forth on Exhibit 1.

24 **RESPONSE TO INTERROGATORY NO. 2:**

25 E&T incorporates general objections herein. There is no Exhibit 1 attached to the interrogatories.
26 ///

27 ///

1 **INTERROGATORY NO. 3:**

2 Please identify each and every step taken by E&T to explain the Variances set forth on Exhibit 1 to
3 Euphoria.
4

5 **RESPONSE TO INTERROGATORY NO. 3:**

6 E&T incorporates general objections herein. There is no Exhibit 1 attached to the interrogatories.
7

8 **INTERROGATORY NO. 4:**

9 Please provide the date E&T paid GB Sciences and explain why E&T did not identify each and every
10 step taken by E&T to explain the Variances set forth on Exhibit 1.

11 **RESPONSE TO INTERROGATORY NO. 4:**

12 E&T incorporates general objections herein. The interrogatory is compound. There is no Exhibit 1
13 attached to the interrogatories.
14

15 **INTERROGATORY NO. 5:**

16 Please provide a detailed explanation of E&T's understanding of how the Variances came to be.
17

18 **RESPONSE TO INTERROGATORY NO. 5:**

19 E&T incorporates general objections herein. The term "Variances" is defined in terms of Exhibit 1.
20 There is no Exhibit 1 attached to the interrogatories. Further, the phrase "came to be" is vague,
21 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
22 of the question.

23 **INTERROGATORY NO. 6:**

24 Please provide E&T's basis for the allegation that "E&T determined that many, if not all, of the
25 Variances were due to simple data entry errors in Metrc."

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1 **RESPONSE TO INTERROGATORY NO. 6:**

2 E&T incorporates general objections herein. The term “Variances” is defined in terms of Exhibit 1.
3 There is no Exhibit 1 attached to the interrogatories.
4

5 **INTERROGATORY NO. 7:**

6 Please provide a detailed explanation of E&T’s investigation of the Variances and state who performed
7 the investigation, the data used to conduct the investigation, the evaluation of the data, the
8 conclusions/results of the investigation, and identity the documents used to investigate the Variances.
9

10 **RESPONSE TO INTERROGATORY NO. 7:**

11 E&T incorporates general objections herein. The term “Variances” is defined in terms of Exhibit 1.
12 There is no Exhibit 1 attached to the interrogatories.
13

14 **INTERROGATORY NO. 8:**

15 Please identify any and all instances of inspections, audits, notices of potential violations, notices of
16 violations, and/or administrative holds to E&T from the Department for the past five (5) years, including
17 but not limited to the date, reason for inspection/potential violation/violation, and whether E&T cured
18 the violation.

19 **RESPONSE TO INTERROGATORY NO. 8:**

20 E&T incorporates general objections herein. E&T objects to the underlying request because the request
21 is compound. E&T also objects on the basis that it seeks information and knowledge in the possession
22 of Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of
23 the investigation is presently unknown. Subject to the forgoing objections, E&T is not aware of any
24 instances of inspections, audits, notices of potential violations, notices of violations, and/or
25 administrative holds issued to E&T from the Nevada Department of Taxation. However, discovery is
26 on-going, and E&T reserves the right to supplement its response.
27

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1 **INTERROGATORY NO. 9:**

2 Please describe in detail the current status of each and every Department investigation into E&T.
3

4 **RESPONSE TO INTERROGATORY NO. 9:**

5 E&T incorporates general objections herein. E&T objects on the basis that it seeks information and
6 knowledge in the possession of Euphoria, which initiated the investigation by the Nevada Department of
7 Taxation and the status of the investigation is presently unknown. Subject to the forgoing objections,
8 E&T is not aware of any instances of investigations of E&T by the Nevada Department of Taxation.
9 However, discovery is on-going, and E&T reserves the right to supplement its response.

10 **INTERROGATORY NO. 10:**

11 Please identify the name and contact information of the person or persons who made any complaints to
12 the Department against E&T between January 2019 and the present day, and state with specificity the
13 contents of the complaints.

14 **RESPONSE TO INTERROGATORY NO. 10:**

15 E&T incorporates general objections herein. The interrogatory is compound. E&T further objects on
16 the basis that it seeks information and knowledge in the possession of Euphoria, which initiated the
17 investigation by the Nevada Department of Taxation and the status of the investigation is presently
18 unknown. Subject to the forgoing objections, E&T has no information to produce. However, discovery
19 is on-going, and E&T reserves the right to supplement its response.

20 **INTERROGATORY NO. 11:**

21 Please provide a detailed explanation of E&T's actions and efforts to investigate and/or cure the default
22 identified in the Notice.
23

24 **RESPONSE TO INTERROGATORY NO. 11:**

25 E&T incorporates general objections herein. The interrogatory is compound. E&T further objects on
26 the basis that it seeks information and knowledge in the possession of Euphoria, which initiated the
27 investigation by the Nevada Department of Taxation and the status of the investigation is presently

1 unknown. Subject to the foregoing objections and without waiving the same, E&T notes that Euphoria
2 closed E&T's Production Facility on or about March 15, 2019 and excluded E&T from investigating the
3 matters reported by Euphoria to the Nevada Department of Taxation. However, discovery is on-going,
4 and E&T reserves the right to supplement its response.

5 **INTERROGATORY NO. 12:**

6 Please provide a detailed explanation of what E&T would do after a product, such as Keef Life and Keef
7 Cola, failed lab results.

8
9 **RESPONSE TO INTERROGATORY NO. 12:**

10 E&T incorporates general objections herein. The interrogatory is compound. The terms "Keef Life"
11 and "Keef Cola" are not defined. Further, it is not clear what is meant for a product "to fail lab results."
12 The question is vague, ambiguous, and unintelligible so as to make a response impossible without
13 speculation as to the meaning of the question. E&T further objects on the basis that the interrogatory
14 calls for speculation.

15 **INTERROGATORY NO. 13:**

16 Please describe in detail every time E&T, its employees, agents or principals, applied and/or used the
17 results from products, which passed testing, to products, which failed testing, including the dates that
18 happened, the person/s who authorized it, and a description of the products.

19
20 **RESPONSE TO INTERROGATORY NO. 13:**

21 E&T incorporates general objections herein. The interrogatory is compound. E&T further objects on
22 the basis that the interrogatory is argumentative.

23 **INTERROGATORY NO. 14:**

24 Please provide a detailed description of each piece of equipment after July 1, 2017, which was or still
25 is in Euphoria's Production Facility, that E&T, its agents, officers, and/or managers, purchased, leased,
26 or obtained on behalf of or for E&T.

1 **RESPONSE TO INTERROGATORY NO. 14:**

2 E&T incorporates general objections herein. The interrogatory is compound. The question is vague,
3 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
4 of the question.

5 **INTERROGATORY NO. 15:**

6 Please identify with specificity all the equipment E&T claims Euphoria withheld, including the type of
7 equipment, the purchase date, the purchase price, the current owner, and the date it was removed from
8 Euphoria's Production Facility.

9
10 **RESPONSE TO INTERROGATORY NO. 15:**

11 E&T incorporates general objections herein. The interrogatory is compound. The term "withheld" is
12 not defined. The question is vague, ambiguous, and unintelligible so as to make a response impossible
13 without speculation as to the meaning of the question.

14 **INTERROGATORY NO. 16:**

15 Please provide a detailed description of the nature and extent of E&T's relationship with ACC
16 Enterprises LLC.

17 **RESPONSE TO INTERROGATORY NO. 16:**

18 E&T incorporates general objections herein. The interrogatory is compound. The term "ACC
19 Enterprises LLC" is not defined.

20
21 **INTERROGATORY NO. 17:**

22 Please provide a detailed description of E&T's contracts and payment history with ACC Enterprises
23 LLC, including all sales, payments made, and payments owed.

24 **RESPONSE TO INTERROGATORY NO. 17:**

25 E&T incorporates general objections herein. The interrogatory is compound. The term "ACC
26 Enterprises LLC" is not defined.

1 DATED this 26th day of February, 2021.

2 **LAW OFFICE OF MITCHELL STIPP**

3 */s/ Mitchell Stipp*

4

MITCHELL STIPP, ESQ.

5 Nevada Bar. No. 7531

6 1180 N. Town Center Drive, Suite 100

7 Las Vegas, Nevada 89144

8 Telephone: 702.602.1242

mstipp@stipplaw.com

9 *Attorneys for E&T Ventures, LLC*

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CERTIFICATE OF SERVICE

I served the foregoing document described as “**RESPONSES AND OBJECTIONS TO REQUESTS FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES**” on this 26th day of February, 2021, using the electronic filings system of the clerk of the court, to all interested parties.

/s/ Amy Hernandez

LAW OFFICE OF MITCHELL STIPP

EXHIBIT “C”

EXHIBIT “C”

MITCHELL D. STIPP, ESQ.
Nevada Bar No. 7531
LAW OFFICE OF MITCHELL STIPP
1180 N. Town Center Drive, Suite 100
Las Vegas, Nevada 89144
Telephone: 702.602.1242
mstipp@stipplaw.com
Attorneys for Miral Consulting, LLC

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

E&T VENTURES, LLC, a Nevada limited liability company,

Plaintiff,

v.

EUPHORIA WELLNESS, LLC, a Nevada limited liability company; DOE Individuals I-X, inclusive; and ROE ENTITIES 1-10, inclusive;

Defendants.

CASE NO.: A-19-796919-B
DEPT. NO.: XI

AND RELATED MATTERS

RESPONSES AND OBJECTIONS TO REQUESTS
FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES

TO: EUPHORIA WELLNESS, LLC (“Euphoria”)

TO: NICOLE LOVELOCK AND JUSTIN JONES, attorneys for above.

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PETITIONER'S APPENDIX NO. 00076

1 Miral Consulting, LLC, a Nevada limited liability company ("MIRAL"), by and through its
2 attorneys, and pursuant to Rules 33 and 34 of the Nevada Rules of Civil Procedure, responds and objects
3 to the requests for the production of documents and interrogatories by Euphoria as set forth below.
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5 PRELIMINARY STATEMENT

6 1. MIRAL's investigation and development of all facts and circumstances relating to this action is
7 ongoing. These responses and objections are made without prejudice to, and are not a waiver of,
8 MIRAL's right to rely on other facts or documents at trial.

9 2. By making the accompanying responses and objections, MIRAL does not waive, and hereby
10 expressly reserves, its right to assert any and all objections as to the admissibility of such responses into
11 evidence in this action, or in any other proceedings, on any and all grounds including, but not limited to,
12 competency, relevancy, materiality, and privilege. Further, MIRAL makes the responses and objections
13 herein without in any way implying that it considers the requests, and responses to the requests, to be
14 relevant or material to the subject matter of the trial.

15 3. MIRAL will produce responsive documents only to the extent that such documents are in the
16 possession, custody, or control of MIRAL, as set forth in the Nevada Rules of Civil Procedure.
17 MIRAL's possession, custody, or control does not include any constructive possession that may be
18 conferred by MIRAL's right or power to compel the production of documents or information from third
19 parties or to request their production from its managers, members or their respective affiliates.

20 4. A response to a document request stating that objections and/or indicating that documents will be
21 produced shall not be deemed or construed that there are, in fact, responsive documents, that MIRAL
22 performed any of the acts described in the document request or definitions and/or instructions applicable
23 to the document request, or that MIRAL acquiesces in the characterization of the conduct or activities
24 contained in the document request or definitions and/or instructions applicable to the document request.

25 5. MIRAL expressly reserves the right to supplement, clarify, revise, or correct any or all of the
26 responses and objections herein, and to assert additional objections or privileges, in one or more
27 subsequent supplemental response(s).

7. Publicly available documents including, but not limited to, court papers and documents available
on the Internet, will not be produced.

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8. For purposes of MIRAL's responses and objections, the following terms shall have the meanings ascribed to them below:

(a) "Joint Venture Agreement" means the First Amended and Restated Agreement dated October 5, 2017, between Euphoria and E&T Ventures, LLC (together with any amendments or supplements thereto).

(b) "E&T's Production Facility" means the "Production Facility" as defined in the Joint Venture Agreement.

GENERAL OBJECTIONS

1. MIRAL objects to each instruction, definition, and document request to the extent that it purports to impose any requirement or discovery obligation greater than or different from those under the Nevada Rules of Civil Procedure.

2. MIRAL objects to each document request that is overly broad, unduly burdensome, or not reasonably calculated to lead to the discovery of admissible evidence.

3. MIRAL objects to each document request to the extent that it calls for production of a privilege log for internal documents of MIRAL. A request for such a log is unreasonable and unduly burdensome in light of the work product doctrine, deliberative process privilege, and other privileges protecting such internal documents from discovery.

4. MIRAL objects to each instruction, definition, and document request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, deliberative process privilege, attorney work product doctrine, or any other applicable privilege. Should any such disclosure by MIRAL occur, it is inadvertent and shall not constitute a waiver of any privilege.

5. MIRAL objects to each instruction, definition, and document request as overbroad and unduly burdensome to the extent it seeks documents or information that are readily or more accessible to Euphoria from its own files, from documents or information in Euphoria's possession, or from documents or information previously produced by MIRAL in arbitration, mediation, or litigation to which Euphoria is/was a party. Responding to such requests would be oppressive, unduly burdensome, and unnecessarily expensive, and the burden of responding to such requests is substantially the same or less for Euphoria as for MIRAL. All such documents and information will not be produced.

1 6. Any document requests that call for the production of documents and information that were
2 produced to MIRAL by other persons and that may contain confidential, proprietary, or trade secret
3 information will not be produced.

4 7. MIRAL incorporates by reference every general objection set forth above into each specific
5 response set forth below. A specific response may repeat a general objection for emphasis or some other
6 reason. The failure to include any general objection in any specific response does not waive any general
7 objection to that request. Moreover, MIRAL does not waive its right to amend its responses on or before
8 trial.

8 **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

9 1. MIRAL objects to the definition of “document” or “documents” to the extent that it purports to
10 impose obligations greater than those set forth in the Nevada Rules of Civil Procedure.

11 2. MIRAL further objects to the definition of “document” or “documents” to the extent that it calls
12 for documents protected from disclosure by the attorney-client privilege, deliberative process privilege,
13 attorney work product doctrine, or any other applicable privilege.

14 3. MIRAL objects to each request for documents and interrogatories on the grounds that it is vague
15 and ambiguous, that it calls for the production of documents that are irrelevant to matters subject to trial
16 and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad
17 and unduly burdensome, to the extent that it calls for the production of documents or information
18 without a specific timeframe.

18 **OBJECTIONS AND RESPONSES TO DOCUMENT REQUESTS**

19 **DOCUMENT REQUEST NO. 1:**

20 Please produce all documents evidencing membership interests in Miral Consulting from its inception
21 until the present day.

22 **RESPONSE TO DOCUMENT REQUEST NO. 1:**

23 MIRAL incorporates general objections herein. NRCP 26 does not permit discovery of the members of
24 MIRAL, since such matters are not relevant and cannot lead to the discovery of admissible
25 evidence. The members of MIRAL are not parties to this case. Discovery may not invade the right to
26 privacy of these individuals without weighing the needs of the case, the amount in controversy, the
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1 importance of the issues at stake, the potential for finding relevant material, and the importance of the
2 proposed discovery in resolving the issues.

3 **DOCUMENT REQUEST NO. 2:**

4 Please produce all of the Articles of Incorporation or any corollary incorporation documents for Miral
5 Consulting from its inception until the present day.

6 **RESPONSE TO DOCUMENT REQUEST NO. 2:**

7 MIRAL is a Nevada limited liability company. Nevada limited liability companies are organized (not
8 incorporated) by the filing of articles of organization under Chapter 86 of the Nevada Revised Statutes.
9 Accordingly, MIRAL has not identified any documents or communications responsive to Euphoria's
10 request. However, discovery is on-going, and MIRAL reserves the right to supplement its response.

11 **DOCUMENT REQUEST NO. 3:**

12 Please produce all of the operating agreements, including amendments, or any corollary governing
13 documents for Miral Consulting from its inception until the present day.

14 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

15 Single member limited liability companies are not required to have an operating agreement under
16 Chapter 86 of the Nevada Revised Statutes. Subject to the forgoing objections, MIRAL has not
17 identified any documents or communications responsive to Euphoria's request. However, discovery is
18 on-going, and MIRAL reserves the right to supplement its response.

19 **DOCUMENT REQUEST NO. 4:**

20 Please produce all membership distribution documents for Miral Consulting from its inception until the
21 present day.

22 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

23 The request is vague, ambiguous, and unintelligible so as to make a response impossible without
24 speculation as to the meaning of "membership distribution," which is not defined. Subject to the
25 forgoing objections, MIRAL has not identified any documents responsive to Euphoria's request.
26 However, discovery is on-going, and MIRAL reserves the right to supplement its response.

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1 **DOCUMENT REQUEST NO. 5:**

2 All documents, including but not limited to monthly, quarterly, or other periodic statements, cancelled
3 checks, deposit slips, wire transfers, etc. regarding any domestic or foreign bank or other financial
4 account, regardless of how such account is titled, over which Miral Consulting had signatory
5 authority or other such control at any time during the period from 2015 to the present.

6 **RESPONSE TO DOCUMENT REQUEST NO. 5:**

7 MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
8 involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does
9 not permit discovery of MIRAL's banking/financial information, since such matters are not relevant and
10 cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to
11 privacy without weighing the needs of the case, the amount in controversy, the importance of the issues
12 at stake, the potential for finding relevant material, and the importance of the proposed discovery in
13 resolving the issues.

14 **DOCUMENT REQUEST NO 6:**

15 Please produce copies of all financial statements and/or loan applications prepared by Miral
16 Consulting or on Miral Consulting's behalf between 2015 and the present.

17 **RESPONSE TO DOCUMENT REQUEST NO. 6:**

18 MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
19 involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does
20 not permit discovery of MIRAL's banking/financial information, since such matters are not relevant and
21 cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to
22 privacy without weighing the needs of the case, the amount in controversy, the importance of the issues
23 at stake, the potential for finding relevant material, and the importance of the proposed discovery in
24 resolving the issues.

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DOCUMENT REQUEST NO. 7:

Please produce copies of all credit, debit and/or ATM card statements of account, wherever located and regardless of whose name appears on the account(s), from 2015 to present, for such card(s) which Miral Consulting uses or which Miral Consulting has signatory authority or other such control.

RESPONSE TO DOCUMENT REQUEST NO. 7:

MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of MIRAL's banking/credit information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

DOCUMENT REQUEST NO. 8:

Please produce copies of all documents and communications between Miral Consulting and officers, managers, and/or managing members, regarding any stocks, mutual funds, financial investments, etc., and/or transfers of funds from 2015 to present.

RESPONSE TO DOCUMENT REQUEST NO. 8:

MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of MIRAL's banking/credit information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

DOCUMENT REQUEST NO. 9:

Please produce copies of Miral Consulting's federal and state income tax returns, with accompanying worksheets and any other supporting documents, from 2015 to the present.

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RESPONSE TO DOCUMENT REQUEST NO. 9:

MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of MIRAL's tax information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

REQUEST FOR PRODUCTION NO. 10:

Please produce copies of all payroll documents from 2015 to present, including W-4 Forms, W-2 Forms, 1099 Forms, I-9 Forms, paystubs, total compensation letters, timecards, and payroll reports.

RESPONSE TO DOCUMENT REQUEST NO. 10:

MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of MIRAL's payroll information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

DOCUMENT REQUEST NO. 11

Please produce all profit and loss statements or other documents in Miral Consulting's possession, custody, or control evidencing profits or losses of Miral Consulting between 2015 and the present.

RESPONSE TO DOCUMENT REQUEST NO. 11:

MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of MIRAL's profit/loss information, since such matters are not relevant and cannot

1 lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy
2 without weighing the needs of the case, the amount in controversy, the importance of the issues at stake,
3 the potential for finding relevant material, and the importance of the proposed discovery in resolving the
4 issues.

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6 **DOCUMENT REQUEST NO. 12:**

7 Please produce all documents evidencing the revenue received by Miral Consulting between 2015
8 and the present.

9 **RESPONSE TO DOCUMENT REQUEST NO. 12:**

10 MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
11 involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does
12 not permit discovery of MIRAL's revenue information, since such matters are not relevant and cannot
13 lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy
14 without weighing the needs of the case, the amount in controversy, the importance of the issues at stake,
15 the potential for finding relevant material, and the importance of the proposed discovery in resolving the
16 issues.

17 **DOCUMENT REQUEST NO. 13:**

18 Please produce all documents evidencing the expenditures by Miral Consulting between 2015 and
19 the present.

20 **RESPONSE TO DOCUMENT REQUEST NO. 13:**

21 MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
22 involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does
23 not permit discovery of MIRAL's revenue information, since such matters are not relevant and cannot
24 lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy
25 without weighing the needs of the case, the amount in controversy, the importance of the issues at stake,
26 the potential for finding relevant material, and the importance of the proposed discovery in resolving the
27 issues.

DOCUMENT REQUEST NO. 14:

Please produce all documents in Miral Consulting's possession, custody or control relating to Euphoria, including but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals, employee records, reports, commercial equipment leases, invoices, and memorandums.

RESPONSE TO DOCUMENT REQUEST NO. 14:

MIRAL incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books of account and other records reflecting the results of operation for E&T's Production Facility. Accordingly, MIRAL objects to this request on the basis that it seeks information and knowledge in the possession of Euphoria.

DOCUMENT REQUEST NO. 15:

Please produce all documents in Miral Consulting's possession, custody or control relating to E&T, including but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals, employee records, reports, commercial equipment leases, invoices, and memorandums.

RESPONSE TO DOCUMENT REQUEST NO. 15:

MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production, and thus to this request, because asking for "all documents" related to E&T without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL to identify and/or produce.

DOCUMENT REQUEST NO. 16:

Please produce all documents in Miral Consulting's possession, custody or control relating to CBD Supply, including but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals, employee records, reports, commercial equipment leases, invoices, and memorandums.

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RESPONSE TO DOCUMENT REQUEST NO. 16:

MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production, and thus to this request, because asking for “all documents” related to CBD Supply without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL to identify and/or produce.

DOCUMENT REQUEST NO. 17:

Please produce all documents in Miral Consulting’s possession, custody or control relating to Happy Campers, including but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals, employee records, reports, commercial equipment leases, invoices, and memorandums.

RESPONSE TO DOCUMENT REQUEST NO. 17:

MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production, and thus to this request, because asking for “all documents” related to Happy Campers without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL to identify and/or produce.

DOCUMENT REQUEST NO. 18:

Please produce all communications in Miral Consulting’s possession, custody or control, including letters, emails, text messages, facsimiles or any other written communications, related in any manner to Euphoria.

RESPONSE TO DOCUMENT REQUEST NO. 18:

MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production, and thus to this request, because asking for “all communications” related to Euphoria without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL to identify and/or produce.

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DOCUMENT REQUEST NO. 19:

Please produce all communications in Miral Consulting's possession, custody or control, including letters, emails, text messages, facsimiles or any other written communications, related in any manner to E&T.

RESPONSE TO DOCUMENT REQUEST NO. 19:

MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production, and thus to this request, because asking for "all communications" related to E&T without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL to identify and/or produce.

DOCUMENT REQUEST NO. 20:

Please produce all communications in Miral Consulting's possession, custody or control, including letters, emails, text messages, facsimiles or any other written communications, related in any manner to CBD Supply.

RESPONSE TO DOCUMENT REQUEST NO. 20:

MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production, and thus to this request, because asking for "all communications" related to CBD Supply without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL to identify and/or produce.

DOCUMENT REQUEST NO. 21:

Please produce all communications in Miral Consulting's possession, custody or control, including letters, emails, text messages, facsimiles or any other written communications, related in any manner to Happy Campers.

RESPONSE TO DOCUMENT REQUEST NO. 21:

MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production, and thus to this request, because asking for "all communications" related to Happy Campers without any

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1 limitation (including a time limitation) is impermissibly overbroad. Because the information sought is
2 overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL
3 to identify and/or produce.

4 **DOCUMENT REQUEST NO. 22:**

5 Please produce all documents and communications in Miral Consulting's possession, custody or
6 control relating to E&T's operations on Euphoria's premises, including contracts with third parties,
7 invoices, receipts, inventories, manuals, internal regulations, employee records, and profit and loss
8 statements.

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10 **RESPONSE TO DOCUMENT REQUEST NO. 22:**

11 MIRAL incorporates general objections herein. MIRAL is not a party to the Joint Venture Agreement.
12 Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books
13 of account and other records reflecting the results of operation for E&T's Production Facility.
14 Accordingly, MIRAL objects to this request on the basis that it seeks information and knowledge in the
15 possession of Euphoria.

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17 **DOCUMENT REQUEST NO. 23:**

18 Please produce all equipment related documents, including invoices and receipts, in Miral Consulting's
19 possession, custody, or control, including the Invoices attached to the *Supplemental Declaration of*
20 *Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening*
21 *Time* as Exhibits 3-A to 3-CC, electronically filed on November 4, 2019.

22 **RESPONSE TO DOCUMENT REQUEST NO. 23:**

23 MIRAL incorporates general objections herein. The phrase "equipment related documents" is not
24 defined. Further, MIRAL objects to the underlying request for production, and thus to this request,
25 because MIRAL is not a party to the Joint Venture Agreement. After a review of the docket, MIRAL
26 did not identify any declaration by Kristin Ehasz filed on November 4, 2019.

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2 **DOCUMENT REQUEST NO. 24:**

3 For every invoice and receipt identified in response to Request for Production No. 23, please provide
4 any documents related to the equipment's ownership, chain of custody, chain of control, and current
5 location.

6 **RESPONSE TO DOCUMENT REQUEST NO. 24:**

7 MIRAL incorporates general objections herein. MIRAL did not identify any invoice or receipt in
8 response to request no. 23.

9 **DOCUMENT REQUEST NO. 25:**

10 For every invoice and receipt identified in response to Request for Production No. 23, please
11 provide any communications related to the equipment's ownership, chain of custody, chain of control,
12 and current location.

13 **RESPONSE TO DOCUMENT REQUEST NO. 25:**

14 MIRAL incorporates general objections herein. MIRAL did not identify any invoice or receipt in
15 response to request no. 23.

16 **DOCUMENT REQUEST NO. 26:**

17 Please produce a list of all persons who performed work for Miral Consulting from July 7, 2017 until
18 August 31, 2019 and all related payroll records, tax forms, timecards, shifts, and work location
19 assignments.

20 **RESPONSE TO DOCUMENT REQUEST NO. 26:**

21 MIRAL incorporates general objections herein. MIRAL is not a party to the Joint Venture Agreement.
22 Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books
23 of account and other records reflecting the results of operation for E&T's Production Facility. NRCP 26
24 does not permit discovery of MIRAL's employee/independent contractor information, since such
25 matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not
26 invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the
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1 importance of the issues at stake, the potential for finding relevant material, and the importance of the
2 proposed discovery in resolving the issues.

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4 **DOCUMENT REQUEST NOS. 27-54:**

5 Please produce any and all documents on which Miral Consulting relied or identified in Miral
6 Consulting's Response to Interrogatory Nos. 1-28

7 **RESPONSE TO DOCUMENT REQUEST NO. 27-54:**

8 Subject to and without waiving the foregoing objections, MIRAL has not identified any documents
9 responsive to this request. However, discovery is on-going, and MIRAL reserves the right to
10 supplement its response.

11 **OBJECTIONS AND RESPONSES TO INTERROGATORIES**

12 **INTERROGATORY NO. 1:**

13 Please provide all of the names and percentages held of all membership interests in Miral Consulting
14 since its formation.

15 **RESPONSE TO INTERROGATORY NO. 1:**

16 MIRAL incorporates general objections herein. NRCP 26 does not permit discovery of the members of
17 MIRAL, since such matters are not relevant and cannot lead to the discovery of admissible
18 evidence. The members of MIRAL are not parties to this case. Discovery may not invade the right to
19 privacy of these individuals without weighing the needs of the case, the amount in controversy, the
20 importance of the issues at stake, the potential for finding relevant material, and the importance of the
21 proposed discovery in resolving the issues.

22 **INTERROGATORY NO. 2:**

23 Please provide the name of all entities owned, controlled, or otherwise affiliated with Miral Consulting
24 since its formation.

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RESPONSE TO INTERROGATORY NO. 2:

MIRAL incorporates general objections herein. Further, the question is vague, ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning of the question.

INTERROGATORY NO. 3:

For each and every entity identified in Interrogatory No. 2, please provide: all of the names and percentages held of all membership interests since its formation, including the amount(s) of contribution/investment in exchange for said membership interest and the date of such contribution/investment.

RESPONSE TO INTERROGATORY NO. 3:

MIRAL incorporates general objections herein. MIRAL did not identify any entity in response to interrogatory no. 2.

INTERROGATORY NO. 4:

For Miral Consulting and for each and every entity identified in response to Interrogatory No. 2, please provide the name of every manager, director, officer, and executive.

RESPONSE TO INTERROGATORY NO. 4:

MIRAL incorporates general objections herein. The interrogatory is compound. Further, MIRAL did not identify any entity in response to interrogatory no. 2.

INTERROGATORY NO. 5:

Fully identify all owners or shareholders of Miral Consulting, including the nature and extent of their share hold, equitable interest and/or legal interest, and their respective employment(s) during the five (5) years preceding the date hereof.

RESPONSE TO INTERROGATORY NO. 5:

MIRAL incorporates general objections herein. The interrogatory is compound. Further, MIRAL is a limited liability company, which does not have “shareholders” and no person or entity has a “share hold.” NRCP 26 does not permit discovery of the members of MIRAL, since such matters are not relevant and cannot lead to the discovery of admissible evidence. The members of MIRAL are not parties to this case. Discovery may not invade the right to privacy of these individuals without weighing

1 the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for
2 finding relevant material, and the importance of the proposed discovery in resolving the issues.

3 **INTERROGATORY NO. 6:**

4 Please identify any and all money, benefit or credit received from each entity identified in response to
5 Interrogatory No. 2, including but not limited to, the amount, the type, the date, and the reason.

6 **RESPONSE TO INTERROGATORY NO. 6:**

7 MIRAL incorporates general objections herein. Further, MIRAL did not identify any entity in
8 response to interrogatory no. 2.

10 **INTERROGATORY NO. 7:**

11 Please identify any and all money, benefit or credit sent to each entity identified in response to
12 Interrogatory No. 2, including but not limited to, the amount, the type, the date, and the reason.

13 **RESPONSE TO INTERROGATORY NO. 7:**

14 Objection. Asked and answered.

16 **INTERROGATORY NO. 8:**

17 Please provide a detailed description of the nature and extent of Miral Consulting's business
18 functions and activities.

18 **RESPONSE TO INTERROGATORY NO. 8:**

19 MIRAL incorporates general objections herein. The interrogatory is compound. Further, MIRAL is not
20 a party to the Joint Venture Agreement. Subject to and without waiving the foregoing objections,
21 MIRAL is a Nevada limited liability company which provides consulting services.

22 **INTERROGATORY NO. 9:**

23 Please provide a detailed description of the nature and extent of Miral Consulting's relationship
24 with E&T.

25 **RESPONSE TO INTERROGATORY NO. 9:**

26 MIRAL incorporates general objections herein. MIRAL is not a party to the Joint Venture Agreement.
27 NRCP 26 does not permit discovery of MIRAL's relationship with E&T, since such matters are not

relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

INTERROGATORY NO. 10:

Please provide a detailed description of the nature and extent of Miral Consulting's relationship with CBD Supply.

RESPONSE TO INTERROGATORY NO. 10:

MIRAL incorporates general objections herein. The interrogatory is compound. MIRAL is not a party to the Joint Venture Agreement. NRCP 26 does not permit discovery of MIRAL's relationship with CBD Supply, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

INTERROGATORY NO. 11:

Please provide a detailed description of the nature and extent of Miral Consulting's relationship with Happy Campers.

RESPONSE TO INTERROGATORY NO. 11:

MIRAL incorporates general objections herein. The interrogatory is compound. MIRAL is not a party to the Joint Venture Agreement. NRCP 26 does not permit discovery of MIRAL's relationship with Happy Campers, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

INTERROGATORY NO. 12:

Please provide a detailed description of the nature and extent of Miral Consulting's relationship with Euphoria.

1 **RESPONSE TO INTERROGATORY NO. 12:**

2 MIRAL incorporates general objections herein. The interrogatory is compound. Further, Euphoria is
3 aware that there is no relationship between MIRAL and Euphoria.

4 **INTERROGATORY NO. 13:**

5 Please provide a detailed explanation of the reasons why Miral Consulting kept equipment and/or
6 products belonging to Miral Consulting at Euphoria's Production Facility.

7 **RESPONSE TO INTERROGATORY NO. 13:**

8 MIRAL incorporates general objections herein. The interrogatory is compound. MIRAL further objects
9 on the basis that the interrogatory is argumentative.

10 **INTERROGATORY NO. 14:**

11 Please provide a detailed explanation of the reasons why "Miro" is listed on AAA Bar & Restaurant
12 Supply's Invoice #18190 dated 11/11/2017 attached to the Supplemental Declaration of Kristin Ehasz
13 in Support of Motion for Preliminary Injunction on Application for Order Shortening Time as
14 Exhibit 3-A, electronically filed on November 4, 2019, including who ordered the equipment/products,
15 who paid for them, the chain of ownership, custody and control, and the date of removal from
16 Euphoria's Production Facility.

17 **RESPONSE TO INTERROGATORY NO. 14:**

18 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
19 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
20 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
21 on November 4, 2019. The request also requires speculation.

22 **INTERROGATORY NO. 15:**

23 Please provide a detailed explanation of the reasons why Miral Consulting is listed on The Cima
24 Group's Invoice #311 dated 12/12/2018 attached to the Supplemental Declaration of Kristin Ehasz in
25 Support of Motion for Preliminary Injunction on Application for Order Shortening Time as Exhibit
26 3-E, electronically filed on November 4, 2019, including who ordered the
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equipment/products, who paid for them, the chain of ownership, custody and control, and the date of removal from Euphoria's Production Facility.

RESPONSE TO INTERROGATORY NO. 15:

MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague, ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed on November 4, 2019. The request also requires speculation.

INTERROGATORY NO. 16:

Please provide a detailed explanation of the reasons why Miral Consulting is listed on Control Contractors Inc.'s Invoice #001 dated 10/24/2018 attached to the Supplemental Declaration of Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening Time as Exhibit 3-F, electronically filed on November 4, 2019, including who ordered the equipment/products, who paid for them, the chain of ownership, custody and control, and the date of removal from Euphoria's Production Facility."

RESPONSE TO INTERROGATORY NO. 16:

MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague, ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed on November 4, 2019. The request also requires speculation.

INTERROGATORY NO. 17:

Please provide a detailed explanation of the reasons why Miral Consulting is listed on ExtractionTek Solutions' Invoice #INV7581 dated 02/07/2018 attached to the Supplemental Declaration of Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening Time as Exhibit 3-G, electronically filed on November 4, 2019, including who ordered the equipment/products, who paid for them, the chain of ownership, custody and control, and the date of removal from Euphoria's Production Facility.

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1 **RESPONSE TO INTERROGATORY NO. 17:**

2 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
3 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
4 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
5 on November 4, 2019. The request also requires speculation.
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7 **INTERROGATORY NO. 18:**

8 Please provide a detailed explanation of the reasons why Miral Consulting is listed on Cole-
9 Parmer's Invoice #1729631 dated 01/03/2019 attached to the Supplemental Declaration of Kristin
10 Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening Time
11 as Exhibit 3-L, electronically filed on November 4, 2019, including who ordered the
12 equipment/products, who paid for them, the chain of ownership, custody and control, and the date of
13 removal from Euphoria's Production Facility.

14 **RESPONSE TO INTERROGATORY NO. 18:**

15 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
16 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
17 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
18 on November 4, 2019. The request also requires speculation.
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20 **INTERROGATORY NO. 19:**

21 Please provide a detailed explanation of the reasons why Miral Consulting is listed on Cole-Parmer's
22 Invoice #1713316 dated 12/12/2018 attached to the *Supplemental Declaration of Kristin Ehasz in*
23 *Support of Motion for Preliminary Injunction on Application for Order Shortening Time* as Exhibit 3-
24 L, electronically filed on November 4, 2019, including who ordered the equipment/products, who paid
25 for them, the chain of ownership, custody and control, and the date of removal from Euphoria's
26 Production Facility.

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1 **RESPONSE TO INTERROGATORY NO. 19:**

2 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
3 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
4 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
5 on November 4, 2019. The request also requires speculation.

6 **INTERROGATORY NO. 20:**

7 Please provide a detailed explanation of the reasons why “MC” is listed on Elevated Equipment
8 Supply’s Invoice #ELEV-Q-552 dated 06/11/2018 attached to the *Supplemental Declaration of Kristin*
9 *Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening Time* as
10 Exhibit 3-O, electronically filed on November 4, 2019, including who ordered the equipment/products,
11 who paid for them, the chain of ownership, custody and control,
12 and the date of removal from Euphoria’s Production Facility.

13 **RESPONSE TO INTERROGATORY NO. 20:**

14 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
15 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
16 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
17 on November 4, 2019. The request also requires speculation.

18 **INTERROGATORY NO. 21:**

19 Please provide a detailed explanation of the reasons why Miral Consulting is listed on Eppendorf’s
20 Invoice #4000743223 dated 13/02/2018 attached to the Supplemental Declaration of Kristin Ehasz in
21 Support of Motion for Preliminary Injunction on Application for Order Shortening Time as Exhibit 3-
22 P, electronically filed on November 4, 2019, including who ordered the equipment/products, who paid
23 for them, the chain of ownership, custody and control, and the date of removal from Euphoria’s
24 Production Facility.
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1 **RESPONSE TO INTERROGATORY NO. 21:**

2 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
3 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
4 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
5 on November 4, 2019. The request also requires speculation.

6 **INTERROGATORY NO. 22:**

7 Please provide a detailed explanation of the reasons why Miral Consulting is listed on
8 ExtractionTek Solutions' Invoice #INV8701 dated 07/14/2018 attached to the Supplemental
9 Declaration of Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order
10 Shortening Time as Exhibit 3-Q, electronically filed on November 4, 2019, including who ordered the
11 equipment/products, who paid for them, the chain of ownership, custody and control, and the date of
12 removal from Euphoria's Production Facility.

13 **RESPONSE TO INTERROGATORY NO. 22:**

14 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
15 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
16 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
17 on November 4, 2019. The request also requires speculation.

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19 **INTERROGATORY NO. 23:**

20 Please provide a detailed explanation of the reasons why Miral Consulting is listed on ExtractionTek
21 Solutions' Payment Receipt for Invoice #INV8902 dated 07/25/2018 attached to the *Supplemental*
22 *Declaration of Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order*
23 *Shortening Time* as Exhibit 3-Q, electronically filed on November 4, 2019, including who ordered the
24 equipment/products, who paid for them, the chain of ownership, custody and control, and the date of
25 removal from Euphoria's Production Facility.

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1 **RESPONSE TO INTERROGATORY NO. 23:**

2 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
3 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
4 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
5 on November 4, 2019. The request also requires speculation.

6 **INTERROGATORY NO. 24:**

7 Please provide a detailed explanation of the reasons why Miral Consulting is listed on ExtractionTek
8 Solutions' Invoice #SO2398 dated 09/21/2018 attached to the *Supplemental Declaration of Kristin*
9 *Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening Time* as
10 Exhibit 3-Q, electronically filed on November 4, 2019, including who ordered the equipment/products,
11 who paid for them, the chain of ownership, custody and control, and the date of removal from
12 Euphoria's Production Facility.

13 **RESPONSE TO INTERROGATORY NO. 24:**

14 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
15 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
16 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
17 on November 4, 2019. The request also requires speculation.

18 **INTERROGATORY NO. 25:**

19 Please provide a detailed explanation of the reasons why Miral Consulting is listed on ExtractionTek
20 Solutions' Payment Receipt for Invoice #INV9393 dated 09/21/2018 attached to the Supplemental
21 Declaration of Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order
22 Shortening Time as Exhibit 3-Q, electronically filed on November 4, 2019, including who ordered the
23 equipment/products, who paid for them, the chain of ownership, custody and control, and the date of
24 removal from Euphoria's Production Facility.

1 **RESPONSE TO INTERROGATORY NO. 25:**

2 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
3 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
4 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
5 on November 4, 2019. The request also requires speculation.

6 **INTERROGATORY NO. 26:**

7 Please provide a detailed explanation of the reasons why Miroslav Taracki is listed on Uline's Invoices
8 #100478227-100411788 attached to the *Supplemental Declaration of Kristin Ehasz in Support of*
9 *Motion for Preliminary Injunction on Application for Order Shortening Time* as Exhibit 3-T,
10 electronically filed on November 4, 2019, including who ordered the equipment/products, who
11 paid for them, the chain of ownership, custody and control, and the date of removal from Euphoria's
12 Production Facility.

13 **RESPONSE TO INTERROGATORY NO. 26:**

14 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
15 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
16 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
17 on November 4, 2019. The request also requires speculation.

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19 **INTERROGATORY NO. 27:**

20 Please provide a detailed explanation of the reasons why Miral Consulting is listed on Steel
21 Shelving's Invoice attached to the Supplemental Declaration of Kristin Ehasz in Support of Motion for
22 Preliminary Injunction on Application for Order Shortening Time as Exhibit 3-Y, electronically
23 filed on November 4, 2019, including who ordered the equipment/products, who paid for them,
24 the chain of ownership, custody and control, and the date of removal from Euphoria's Production
25 Facility.

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1 **RESPONSE TO INTERROGATORY NO. 27:**

2 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
3 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
4 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
5 on November 4, 2019. The request also requires speculation.

6 **INTERROGATORY NO. 28:**

7 Please list the names of all person who performed work for Miral Consulting from July 7, 2017 until
8 August 31, 2019.

9 **RESPONSE TO INTERROGATORY NO. 28:**

10 MIRAL incorporates general objections herein. Asked and answered. MIRAL is not a party to the Joint
11 Venture Agreement. NRCP 26 does not permit discovery of MIRAL's relationship with its employees
12 or independent contractors, since such matters are not relevant and cannot lead to the discovery of
13 admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs
14 of the case, the amount in controversy, the importance of the issues at stake, the potential for finding
15 relevant material, and the importance of the proposed discovery in resolving the issues.

16
17 DATED this 2nd day of March, 2021.

18 **LAW OFFICE OF MITCHELL STIPP**

19 */s/ Mitchell Stipp*

20 _____
21 MITCHELL STIPP, ESQ.
22 Nevada Bar. No. 7531
23 1180 N. Town Center Drive, Suite 100
24 Las Vegas, Nevada 89144
25 Telephone: 702.602.1242
26 mstipp@stipplaw.com
27 *Attorneys for Miral Consulting, LLC*

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CERTIFICATE OF SERVICE

I served the foregoing document described as “**RESPONSES AND OBJECTIONS TO REQUESTS FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES**” on this 2nd day of March, 2021, using the electronic filings system of the clerk of the court, to all interested parties.

/s/ Amy Hernandez

LAW OFFICE OF MITCHELL STIPP

EXHIBIT “D”

EXHIBIT “D”

MITCHELL D. STIPP, ESQ.
Nevada Bar No. 7531
LAW OFFICE OF MITCHELL STIPP
1180 N. Town Center Drive, Suite 100
Las Vegas, Nevada 89144
Telephone: 702.602.1242
mstipp@stipplaw.com
Attorneys for Happy Campers, LLC

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

E&T VENTURES, LLC, a Nevada limited
liability company,

Plaintiff,

v.

EUPHORIA WELLNESS, LLC, a Nevada
limited liability company; DOE Individuals I-
X, inclusive; and ROE ENTITIES 1-10,
inclusive;

Defendants.

CASE NO.: A-19-796919-B
DEPT. NO.: XI

AND RELATED MATTERS

RESPONSES AND OBJECTIONS TO REQUESTS
FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES

TO: EUPHORIA WELLNESS, LLC (“Euphoria”)

TO: NICOLE LOVELOCK AND JUSTIN JONES, attorneys for above.

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PETITIONER'S APPENDIX NO. 00104

Happy Campers, LLC, a dissolved Nevada limited liability company (“HAPPY”), by and through its attorneys, and pursuant to Rules 33 and 34 of the Nevada Rules of Civil Procedure, responds and objects to the requests for the production of documents and interrogatories by Euphoria as set forth below.

PRELIMINARY STATEMENT

1. HAPPY’s investigation and development of all facts and circumstances relating to this action is ongoing. These responses and objections are made without prejudice to, and are not a waiver of, HAPPY’s right to rely on other facts or documents at trial.

2. By making the accompanying responses and objections, HAPPY does not waive, and hereby expressly reserves, its right to assert any and all objections as to the admissibility of such responses into evidence in this action, or in any other proceedings, on any and all grounds including, but not limited to, competency, relevancy, materiality, and privilege. Further, HAPPY makes the responses and objections herein without in any way implying that it considers the requests, and responses to the requests, to be relevant or material to the subject matter of the trial.

3. HAPPY will produce responsive documents only to the extent that such documents are in the possession, custody, or control of HAPPY, as set forth in the Nevada Rules of Civil Procedure. HAPPY’s possession, custody, or control does not include any constructive possession that may be conferred by HAPPY’s right or power to compel the production of documents or information from third parties or to request their production from its managers, members or their respective affiliates.

4. A response to a document request stating that objections and/or indicating that documents will be produced shall not be deemed or construed that there are, in fact, responsive documents, that HAPPY performed any of the acts described in the document request or definitions and/or instructions applicable to the document request, or that HAPPY acquiesces in the characterization of the conduct or activities contained in the document request or definitions and/or instructions applicable to the document request.

5. HAPPY expressly reserves the right to supplement, clarify, revise, or correct any or all of the responses and objections herein, and to assert additional objections or privileges, in one or more subsequent supplemental response(s).

7. Publicly available documents including, but not limited to, court papers and documents available on the Internet, will not be produced.

1 8. For purposes of HAPPY's responses and objections, the following terms shall have the meanings
2 ascribed to them below:

3 (a) "Joint Venture Agreement" means the First Amended and Restated Agreement dated
4 October 5, 2017, between Euphoria and E&T Ventures, LLC (together with any amendments or
5 supplements thereto).

6 (b) "E&T's Production Facility" means the "Production Facility" as defined in the Joint
7 Venture Agreement.

8 **GENERAL OBJECTIONS**

9 1. HAPPY objects to each instruction, definition, and document request to the extent that it purports
10 to impose any requirement or discovery obligation greater than or different from those under the Nevada
11 Rules of Civil Procedure.

12 2. HAPPY objects to each document request that is overly broad, unduly burdensome, or not
13 reasonably calculated to lead to the discovery of admissible evidence.

14 3. HAPPY objects to each document request to the extent that it calls for production of a privilege
15 log for internal documents of HAPPY. A request for such a log is unreasonable and unduly burdensome
16 in light of the work product doctrine, deliberative process privilege, and other privileges protecting such
internal documents from discovery.

17 4. HAPPY objects to each instruction, definition, and document request to the extent that it seeks
18 documents protected from disclosure by the attorney- client privilege, deliberative process privilege,
19 attorney work product doctrine, or any other applicable privilege. Should any such disclosure by
20 HAPPY occur, it is inadvertent and shall not constitute a waiver of any privilege.

21 5. HAPPY objects to each instruction, definition, and document request as overbroad and unduly
22 burdensome to the extent it seeks documents or information that are readily or more accessible to
23 Euphoria from its own files, from documents or information in Euphoria's possession, or from
24 documents or information previously produced by HAPPY in arbitration, mediation, or litigation to
25 which Euphoria is/was a party. Responding to such requests would be oppressive, unduly burdensome,
26 and unnecessarily expensive, and the burden of responding to such requests is substantially the same or
less for Euphoria as for HAPPY. All such documents and information will not be produced.

1 6. Any document requests that call for the production of documents and information that were
2 produced to HAPPY by other persons and that may contain confidential, proprietary, or trade secret
3 information will not be produced.

4 7. HAPPY incorporates by reference every general objection set forth above into each specific
5 response set forth below. A specific response may repeat a general objection for emphasis or some other
6 reason. The failure to include any general objection in any specific response does not waive any general
7 objection to that request. Moreover, HAPPY does not waive its right to amend its responses on or before
8 trial.

8 **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

9 1. HAPPY objects to the definition of “document” or “documents” to the extent that it purports to
10 impose obligations greater than those set forth in the Nevada Rules of Civil Procedure.

11 2. HAPPY further objects to the definition of “document” or “documents” to the extent that it calls
12 for documents protected from disclosure by the attorney-client privilege, deliberative process privilege,
13 attorney work product doctrine, or any other applicable privilege.

14 3. HAPPY objects to each request for documents and interrogatories on the grounds that it is vague
15 and ambiguous, that it calls for the production of documents that are irrelevant to matters subject to trial
16 and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad
17 and unduly burdensome, to the extent that it calls for the production of documents or information
18 without a specific timeframe.

18 **OBJECTIONS AND RESPONSES TO DOCUMENT REQUESTS**

19 **DOCUMENT REQUEST NO. 1:**

20 Please produce all documents evidencing membership interests in Happy Campers from its inception
21 until the present day.

22 **RESPONSE TO DOCUMENT REQUEST NO. 1:**

23 HAPPY incorporates general objections herein. NRCP 26 does not permit discovery of the members of
24 HAPPY, since such matters are not relevant and cannot lead to the discovery of admissible
25 evidence. The members of HAPPY are not parties to this case. Discovery may not invade the right to
26 privacy of these individuals without weighing the needs of the case, the amount in controversy, the
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1 importance of the issues at stake, the potential for finding relevant material, and the importance of the
2 proposed discovery in resolving the issues.

3 **DOCUMENT REQUEST NO. 2:**

4 Please produce all of the Articles of Incorporation or any corollary incorporation documents for Happy
5 Campers from its inception until the present day.

6 **RESPONSE TO DOCUMENT REQUEST NO. 2:**

7 HAPPY is a dissolved Nevada limited liability company. Nevada limited liability companies are
8 organized (not incorporated) by the filing of articles of organization under Chapter 86 of the Nevada
9 Revised Statutes. Accordingly, HAPPY has not identified any documents or communications responsive
10 to Euphoria's request. However, discovery is on-going, and HAPPY reserves the right to supplement its
11 response.

12 **DOCUMENT REQUEST NO. 3:**

13 Please produce all of the operating agreements, including amendments, or any corollary governing
14 documents for Happy Campers from its inception until the present day.

15 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

16 Single member limited liability companies are not required to have an operating agreement under
17 Chapter 86 of the Nevada Revised Statutes. Subject to the forgoing objections, HAPPY has not
18 identified any documents or communications responsive to Euphoria's request. However, discovery is
19 on-going, and HAPPY reserves the right to supplement its response.

20 **DOCUMENT REQUEST NO. 4:**

21 Please produce all membership distribution documents for Happy Campers from its inception until the
22 present day.

23 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

24 The request is vague, ambiguous, and unintelligible so as to make a response impossible without
25 speculation as to the meaning of "membership distribution," which is not defined. Subject to the
26 forgoing objections, HAPPY has not identified any documents responsive to Euphoria's request.
27 However, discovery is on-going, and HAPPY reserves the right to supplement its response.

1 **DOCUMENT REQUEST NO. 5:**

2 All documents, including but not limited to monthly, quarterly, or other periodic statements, cancelled
3 checks, deposit slips, wire transfers, etc. regarding any domestic or foreign bank or other financial
4 account, regardless of how such account is titled, over which Happy Campers had signatory
5 authority or other such control at any time during the period from 2015 to the present.

6 **RESPONSE TO DOCUMENT REQUEST NO. 5:**

7 HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
8 involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does
9 not permit discovery of HAPPY's banking/financial information, since such matters are not relevant and
10 cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to
11 privacy without weighing the needs of the case, the amount in controversy, the importance of the issues
12 at stake, the potential for finding relevant material, and the importance of the proposed discovery in
13 resolving the issues.

14 **DOCUMENT REQUEST NO 6:**

15 Please produce copies of all financial statements and/or loan applications prepared by Happy
16 Campers or on Happy Campers' behalf between 2015 and the present.

17 **RESPONSE TO DOCUMENT REQUEST NO. 6:**

18 HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
19 involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does
20 not permit discovery of HAPPY's banking/financial information, since such matters are not relevant and
21 cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to
22 privacy without weighing the needs of the case, the amount in controversy, the importance of the issues
23 at stake, the potential for finding relevant material, and the importance of the proposed discovery in
24 resolving the issues.

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DOCUMENT REQUEST NO. 7:

Please produce copies of all credit, debit and/or ATM card statements of account, wherever located and regardless of whose name appears on the account(s), from 2015 to present, for such card(s) which Happy Campers uses or which Happy Campers has signatory authority or other such control.

RESPONSE TO DOCUMENT REQUEST NO. 7:

HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of HAPPY's banking/credit information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

DOCUMENT REQUEST NO. 8:

Please produce copies of all documents and communications between Happy Campers and officers, managers, and/or managing members, regarding any stocks, mutual funds, financial investments, etc., and/or transfers of funds from 2015 to present.

RESPONSE TO DOCUMENT REQUEST NO. 8:

HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of HAPPY's banking/credit information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

DOCUMENT REQUEST NO. 9:

Please produce copies of HAPPY Consulting's federal and state income tax returns, with accompanying worksheets and any other supporting documents, from 2015 to the present.

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RESPONSE TO DOCUMENT REQUEST NO. 9:

HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of HAPPY's tax information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

REQUEST FOR PRODUCTION NO. 10:

Please produce copies of all payroll documents from 2015 to present, including W-4 Forms, W-2 Forms, 1099 Forms, I-9 Forms, paystubs, total compensation letters, timecards, and payroll reports.

RESPONSE TO DOCUMENT REQUEST NO. 10:

HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of HAPPY's payroll information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

DOCUMENT REQUEST NO. 11

Please produce all profit and loss statements or other documents in Happy Campers' possession, custody, or control evidencing profits or losses of Happy Campers between 2015 and the present.

RESPONSE TO DOCUMENT REQUEST NO. 11:

HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of HAPPY's profit/loss information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy

1 without weighing the needs of the case, the amount in controversy, the importance of the issues at stake,
2 the potential for finding relevant material, and the importance of the proposed discovery in resolving the
3 issues.

4 **DOCUMENT REQUEST NO. 12:**

5 Please produce all documents evidencing the revenue received by Happy Campers between 2015
6 and the present.

7 **RESPONSE TO DOCUMENT REQUEST NO. 12:**

8 HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
9 involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does
10 not permit discovery of HAPPY's revenue information, since such matters are not relevant and cannot
11 lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy
12 without weighing the needs of the case, the amount in controversy, the importance of the issues at stake,
13 the potential for finding relevant material, and the importance of the proposed discovery in resolving the
14 issues.

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16 **DOCUMENT REQUEST NO. 13:**

17 Please produce all documents evidencing the expenditures by Happy Campers between 2015 and
18 the present.

19 **RESPONSE TO DOCUMENT REQUEST NO. 13:**

20 HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
21 involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does
22 not permit discovery of HAPPY's revenue information, since such matters are not relevant and cannot
23 lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy
24 without weighing the needs of the case, the amount in controversy, the importance of the issues at stake,
25 the potential for finding relevant material, and the importance of the proposed discovery in resolving the
26 issues.

DOCUMENT REQUEST NO. 14:

Please produce all documents in Happy Campers' possession, custody or control relating to Euphoria, including but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals, employee records, reports, commercial equipment leases, invoices, and memorandums.

RESPONSE TO DOCUMENT REQUEST NO. 14:

HAPPY incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books of account and other records reflecting the results of operation for E&T's Production Facility. Accordingly, HAPPY objects to this request on the basis that it seeks information and knowledge in the possession of Euphoria.

DOCUMENT REQUEST NO. 15:

Please produce all documents in Happt Campers' possession, custody or control relating to E&T, including but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals, employee records, reports, commercial equipment leases, invoices, and memorandums.

RESPONSE TO DOCUMENT REQUEST NO. 15:

HAPPY incorporates general objections herein. HAPPY objects to the underlying request for production, and thus to this request, because asking for "all documents" related to E&T without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of HAPPY to identify and/or produce.

DOCUMENT REQUEST NO. 16:

Please produce all documents in Happy Campers' possession, custody or control relating to Miral Consulting, including but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals, employee records, reports, commercial equipment leases, invoices, and memorandums.

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RESPONSE TO DOCUMENT REQUEST NO. 16:

PETITIONER'S APPENDIX NO. 00113

1 HAPPY incorporates general objections herein. HAPPY objects to the underlying request for
2 production, and thus to this request, because asking for “all documents” related to Miral Consulting
3 without any limitation (including a time limitation) is impermissibly overbroad. Because the
4 information sought is overbroad and unduly burdensome, it will require unreasonable efforts and
5 expense on behalf of HAPPY to identify and/or produce.

6 **DOCUMENT REQUEST NO. 17:**

7 Please produce all documents in Happy Campers’ possession, custody or control relating to CBD
8 Supply, including but not limited to contracts, ledgers, receipts, requests for approval, product sheets,
9 manuals, employee records, reports, commercial equipment leases, invoices, and memorandums.

10 **RESPONSE TO DOCUMENT REQUEST NO. 17:**

11 HAPPY incorporates general objections herein. HAPPY objects to the underlying request for
12 production, and thus to this request, because asking for “all documents” related to CBD Supply without
13 any limitation (including a time limitation) is impermissibly overbroad. Because the information sought
14 is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of
15 HAPPY to identify and/or produce.

16 **DOCUMENT REQUEST NO. 18:**

17 Please produce all communications in Happy Campers’ possession, custody or control, including letters,
18 emails, text messages, facsimiles or any other written communications, related in any manner to
19 Euphoria.

20 **RESPONSE TO DOCUMENT REQUEST NO. 18:**

21 HAPPY incorporates general objections herein. HAPPY objects to the underlying request for
22 production, and thus to this request, because asking for “all communications” related to Euphoria
23 without any limitation (including a time limitation) is impermissibly overbroad. Because the
24 information sought is overbroad and unduly burdensome, it will require unreasonable efforts and
25 expense on behalf of HAPPY to identify and/or produce.

26 ///

27 **DOCUMENT REQUEST NO. 19:**

PETITIONER'S APPENDIX NO. 00114

1 Please produce all communications in Happy Campers' possession, custody or control, including
2 letters, emails, text messages, facsimiles or any other written communications, related in any manner to
3 E&T.

4 **RESPONSE TO DOCUMENT REQUEST NO. 19:**

5 HAPPY incorporates general objections herein. HAPPY objects to the underlying request for
6 production, and thus to this request, because asking for "all communications" related to E&T without
7 any limitation (including a time limitation) is impermissibly overbroad. Because the information sought
8 is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of
9 HAPPY to identify and/or produce.

10 **DOCUMENT REQUEST NO. 20:**

11 Please produce all communications in Happy Campers' possession, custody or control, including letters,
12 emails, text messages, facsimiles or any other written communications, related in any manner to Miral
13 Consulting.

14 **RESPONSE TO DOCUMENT REQUEST NO. 20:**

15 HAPPY incorporates general objections herein. HAPPY objects to the underlying request for
16 production, and thus to this request, because asking for "all communications" related to Miral
17 Consulting without any limitation (including a time limitation) is impermissibly overbroad. Because the
18 information sought is overbroad and unduly burdensome, it will require unreasonable efforts and
19 expense on behalf of HAPPY to identify and/or produce.

20 **DOCUMENT REQUEST NO. 21:**

21 Please produce all communications in Happy Campers' possession, custody or control, including letters,
22 emails, text messages, facsimiles or any other written communications, related in any manner to CBD
23 Supply.

24 **RESPONSE TO DOCUMENT REQUEST NO. 21:**

25 HAPPY incorporates general objections herein. HAPPY objects to the underlying request for
26 production, and thus to this request, because asking for "all communications" related to CBD Supply
27 without any limitation (including a time limitation) is impermissibly overbroad. Because the

PETITIONER'S APPENDIX NO. 00115

1 information sought is overbroad and unduly burdensome, it will require unreasonable efforts and
2 expense on behalf of HAPPY to identify and/or produce.

3 **DOCUMENT REQUEST NO. 22:**

4 Please produce all documents and communications in Happy Campers' possession, custody or
5 control relating to E&T's operations on Euphoria's premises, including contracts with third parties,
6 invoices, receipts, inventories, manuals, internal regulations, employee records, and profit and loss
7 statements.
8

9 **RESPONSE TO DOCUMENT REQUEST NO. 22:**

10 HAPPY incorporates general objections herein. HAPPY is not a party to the Joint Venture Agreement.
11 Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books
12 of account and other records reflecting the results of operation for E&T's Production Facility.
13 Accordingly, HAPPY objects to this request on the basis that it seeks information and knowledge in the
14 possession of Euphoria.
15

16 **DOCUMENT REQUEST NO. 23:**

17 Please produce all equipment related documents, including invoices and receipts, in Happy Campers'
18 possession, custody, or control, including the Invoices attached to the *Supplemental Declaration of*
19 *Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening*
20 *Time* as Exhibits 3-A to 3-CC, electronically filed on November 4, 2019.

21 **RESPONSE TO DOCUMENT REQUEST NO. 23:**

22 HAPPY incorporates general objections herein. The phrase "equipment related documents" is not
23 defined. Further, HAPPY objects to the underlying request for production, and thus to this request,
24 because HAPPY is not a party to the Joint Venture Agreement. After a review of the docket, HAPPY
25 did not identify any declaration by Kristin Ehasz filed on November 4, 2019.

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DOCUMENT REQUEST NO. 24:

For every invoice and receipt identified in response to Request for Production No. 23, please provide any documents related to the equipment's ownership, chain of custody, chain of control, and current location.

RESPONSE TO DOCUMENT REQUEST NO. 24:

HAPPY incorporates general objections herein. HAPPY did not identify any invoice or receipt in response to request no. 23.

DOCUMENT REQUEST NO. 25:

For every invoice and receipt identified in response to Request for Production No. 23, please provide any communications related to the equipment's ownership, chain of custody, chain of control, and current location.

RESPONSE TO DOCUMENT REQUEST NO. 25:

HAPPY incorporates general objections herein. HAPPY did not identify any invoice or receipt in response to request no. 23.

DOCUMENT REQUEST NO. 26:

Please produce a list of all persons who performed work for Happy Campers from July 7, 2017 until August 31, 2019 and all related payroll records, tax forms, timecards, shifts, and work location assignments.

RESPONSE TO DOCUMENT REQUEST NO. 26:

HAPPY incorporates general objections herein. HAPPY is not a party to the Joint Venture Agreement. Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books of account and other records reflecting the results of operation for E&T's Production Facility. NRCP 26 does not permit discovery of HAPPY's employee/independent contractor information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

PETITIONER'S APPENDIX NO. 00117

1 **DOCUMENT REQUEST NOS. 27-41:**

2 Please produce any and all documents on which Happy Campers relied or identified in Happy
3 Campers' Response to Interrogatory Nos. 1-15.

4 **RESPONSE TO DOCUMENT REQUEST NO. 27-41:**

5 Subject to and without waiving the foregoing objections, HAPPY has not identified any documents
6 responsive to this request. However, discovery is on-going, and HAPPY reserves the right to
7 supplement its response.

8
9 **OBJECTIONS AND RESPONSES TO INTERROGATORIES**

10 **INTERROGATORY NO. 1:**

11 Please provide all of the names and percentages held of all membership interests in Happy Campers
12 since its formation.

13 **RESPONSE TO INTERROGATORY NO. 1:**

14 HAPPY incorporates general objections herein. NRCP 26 does not permit discovery of the members of
15 HAPPY, since such matters are not relevant and cannot lead to the discovery of admissible
16 evidence. The members of HAPPY are not parties to this case. Discovery may not invade the right to
17 privacy of these individuals without weighing the needs of the case, the amount in controversy, the
18 importance of the issues at stake, the potential for finding relevant material, and the importance of the
19 proposed discovery in resolving the issues.

20 **INTERROGATORY NO. 2:**

21 Please provide the name of all entities owned, controlled, or otherwise affiliated with Happy Campers
22 since its formation.

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26 **RESPONSE TO INTERROGATORY NO. 2:**

27 HAPPY incorporates general objections herein. Further, the question is vague, ambiguous, and
unintelligible so as to make a response impossible without speculation as to the meaning of the question.

PETITIONER'S APPENDIX NO. 00118

1 **INTERROGATORY NO. 3:**

2 For each and every entity identified in Interrogatory No. 2, please provide: all of the names and
3 percentages held of all membership interests since its formation, including the amount(s) of
4 contribution/investment in exchange for said membership interest and the date of such
5 contribution/investment.

6 **RESPONSE TO INTERROGATORY NO. 3:**

7 HAPPY incorporates general objections herein. HAPPY did not identify any entity in response to
8 interrogatory no. 2.

9 **INTERROGATORY NO. 4:**

10 For Happy Campers and for each and every entity identified in response to Interrogatory No. 2, please
11 provide the name of every manager, director, officer, and executive.

12 **RESPONSE TO INTERROGATORY NO. 4:**

13 HAPPY incorporates general objections herein. The interrogatory is compound. Further, HAPPY did
14 not identify any entity in response to interrogatory no. 2.

15 **INTERROGATORY NO. 5:**

16 Fully identify all owners or shareholders of Happy Campers, including the nature and extent of
17 their share hold, equitable interest and/or legal interest, and their respective employment(s)
18 during the five (5) years preceding the date hereof.

19 **RESPONSE TO INTERROGATORY NO. 5:**

20 HAPPY incorporates general objections herein. The interrogatory is compound. Further, HAPPY is a
21 limited liability company, which does not have “shareholders” and no person or entity has a “share
22 hold.” NRCP 26 does not permit discovery of the members of HAPPY, since such matters are not
23 relevant and cannot lead to the discovery of admissible evidence. The members of HAPPY are not
24 parties to this case. Discovery may not invade the right to privacy of these individuals without weighing
25 the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for
26 finding relevant material, and the importance of the proposed discovery in resolving the issues.

27 **INTERROGATORY NO. 6:**

1 Please identify any and all money, benefit or credit received from each entity identified in response to
2 Interrogatory No. 2, including but not limited to, the amount, the type, the date, and the reason.

3 **RESPONSE TO INTERROGATORY NO. 6:**

4 HAPPY incorporates general objections herein. Further, HAPPY did not identify any entity in
5 response to interrogatory no. 2.

6 **INTERROGATORY NO. 7:**

7 Please identify any and all money, benefit or credit sent to each entity identified in response to
8 Interrogatory No. 2, including but not limited to, the amount, the type, the date, and the reason.

9 **RESPONSE TO INTERROGATORY NO. 7:**

10 Objection. Asked and answered.
11

12 **INTERROGATORY NO. 8:**

13 Please provide a detailed description of the nature and extent of Happy Campers' business
14 functions and activities.

15 **RESPONSE TO INTERROGATORY NO. 8:**

16 HAPPY incorporates general objections herein. The interrogatory is compound. Further, HAPPY is not
17 a party to the Joint Venture Agreement. Subject to and without waiving the foregoing objections, Happy
18 is a Nevada limited liability company, which has been dissolved.

19 **INTERROGATORY NO. 9:**

20 Please provide a detailed description of the nature and extent of Happy Camper's relationship
21 with E&T.

22 **RESPONSE TO INTERROGATORY NO. 9:**

23 HAPPY incorporates general objections herein. HAPPY is not a party to the Joint Venture Agreement.
24 NRCP 26 does not permit discovery of HAPPY's relationship with E&T, since such matters are not
25 relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's
26 right to privacy without weighing the needs of the case, the amount in controversy, the importance of the
27 issues at stake, the potential for finding relevant material, and the importance of the proposed discovery
in resolving the issues.

1 **INTERROGATORY NO. 10:**

2 Please provide a detailed description of the nature and extent of Happy Campers' relationship
3 with CBD Supply.

4 **RESPONSE TO INTERROGATORY NO. 10:**

5 HAPPY incorporates general objections herein. The interrogatory is compound. HAPPY is not a party
6 to the Joint Venture Agreement. NRC 26 does not permit discovery of HAPPY's relationship with
7 CBD Supply, since such matters are not relevant and cannot lead to the discovery of admissible
8 evidence. Discovery may not invade HAPPY's right to privacy without weighing the needs of the case,
9 the amount in controversy, the importance of the issues at stake, the potential for finding relevant
10 material, and the importance of the proposed discovery in resolving the issues.

11 **INTERROGATORY NO. 11:**

12 Please provide a detailed description of the nature and extent of Happy Campers' relationship
13 with Miral Consulting.

14 **RESPONSE TO INTERROGATORY NO. 11:**

15 HAPPY incorporates general objections herein. The interrogatory is compound. HAPPY is not a party
16 to the Joint Venture Agreement. NRC 26 does not permit discovery of HAPPY's relationship with
17 Happy Campers, since such matters are not relevant and cannot lead to the discovery of admissible
18 evidence. Discovery may not invade HAPPY's right to privacy without weighing the needs of the case,
19 the amount in controversy, the importance of the issues at stake, the potential for finding relevant
20 material, and the importance of the proposed discovery in resolving the issues.

21 **INTERROGATORY NO. 12:**

22 Please provide a detailed description of the nature and extent of Happy Campers' relationship with
23 Euphoria.

24 **RESPONSE TO INTERROGATORY NO. 12:**

25 HAPPY incorporates general objections herein. The interrogatory is compound. Further, Euphoria is
26 aware that there is no relationship between HAPPY and Euphoria.

INTERROGATORY NO. 13:

Please provide a detailed explanation of the reasons why Happy Campers kept equipment and/or products belonging to Happy Campers at Euphoria's Production Facility.

RESPONSE TO INTERROGATORY NO. 13:

HAPPY incorporates general objections herein. The interrogatory is compound. HAPPY further objects on the basis that the interrogatory is argumentative.

INTERROGATORY NO. 14:

Please provide a detailed explanation of the reasons why Happy Campers is listed on TCF Sales' Invoice #16017 dated 03/21/2019 attached to the Supplemental Declaration of Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening Time as Exhibit 3-V, electronically filed on November 4, 2019, including who ordered the equipment, who paid for the equipment, the chain of ownership, custody and control of the equipment, and the date it was removed from Euphoria's Production Facility.

RESPONSE TO INTERROGATORY NO. 14:

HAPPY incorporates general objections herein. The interrogatory is compound. The question is vague, ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning of the question. As noted previously, HAPPY has not identified any declaration of Kristin Ehasz filed on November 4, 2019. The request also requires speculation.

INTERROGATORY NO. 15:

Please list the names of all person who performed work for Happy Campers from July 7, 2017 until August 31, 2019.

RESPONSE TO INTERROGATORY NO. 15:

HAPPY incorporates general objections herein. Asked and answered. HAPPY is not a party to the Joint Venture Agreement. NRCP 26 does not permit discovery of HAPPY's relationship with its employees or independent contractors, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

1
2 DATED this 2nd day of March, 2021.

3 **LAW OFFICE OF MITCHELL STIPP**

4 */s/ Mitchell Stipp*

5 _____
6 MITCHELL STIPP, ESQ.

7 Nevada Bar. No. 7531

8 1180 N. Town Center Drive, Suite 100

9 Las Vegas, Nevada 89144

10 Telephone: 702.602.1242

11 mstipp@stipplaw.com

12 *Attorneys for Happy Campers, LLC*

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CERTIFICATE OF SERVICE

I served the foregoing document described as “**RESPONSES AND OBJECTIONS TO REQUESTS FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES**” on this 2nd day of March, 2021, using the electronic filings system of the clerk of the court, to all interested parties.

/s/ Amy Hernandez

LAW OFFICE OF MITCHELL STIPP

EXHIBIT “E”

EXHIBIT “E”

MITCHELL D. STIPP, ESQ.
Nevada Bar No. 7531
LAW OFFICE OF MITCHELL STIPP
1180 N. Town Center Drive, Suite 100
Las Vegas, Nevada 89144
Telephone: 702.602.1242
mstipp@stipplaw.com
Attorneys for CBD Supply Co., LLC

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

E&T VENTURES, LLC, a Nevada limited liability company,

Plaintiff,

v.

EUPHORIA WELLNESS, LLC, a Nevada limited liability company; DOE Individuals I-X, inclusive; and ROE ENTITIES 1-10, inclusive;

Defendants.

CASE NO.: A-19-796919-B
DEPT. NO.: XI

AND RELATED MATTERS

RESPONSES AND OBJECTIONS TO REQUESTS
FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES

TO: EUPHORIA WELLNESS, LLC (“Euphoria”)

TO: NICOLE LOVELOCK AND JUSTIN JONES, attorneys for above.

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PETITIONER'S APPENDIX NO. 00126

1 CBD Supply Co., LLC, a dissolved Nevada limited liability company (“CBD”), by and through
2 its attorneys, and pursuant to Rules 33 and 34 of the Nevada Rules of Civil Procedure, responds and
3 objects to the requests for the production of documents and interrogatories by Euphoria as set forth
4 below.

5 6 **PRELIMINARY STATEMENT**

7 1. CBD’s investigation and development of all facts and circumstances relating to this action is
8 ongoing. These responses and objections are made without prejudice to, and are not a waiver of, CBD’s
9 right to rely on other facts or documents at trial.

10 2. By making the accompanying responses and objections, CBD does not waive, and hereby
11 expressly reserves, its right to assert any and all objections as to the admissibility of such responses into
12 evidence in this action, or in any other proceedings, on any and all grounds including, but not limited to,
13 competency, relevancy, materiality, and privilege. Further, CBD makes the responses and objections
14 herein without in any way implying that it considers the requests, and responses to the requests, to be
15 relevant or material to the subject matter of the trial.

16 3. CBD will produce responsive documents only to the extent that such documents are in the
17 possession, custody, or control of CBD, as set forth in the Nevada Rules of Civil Procedure. CBD’s
18 possession, custody, or control does not include any constructive possession that may be conferred by
19 CBD’s right or power to compel the production of documents or information from third parties or to
20 request their production from its managers, members or their respective affiliates.

21 4. A response to a document request stating that objections and/or indicating that documents will be
22 produced shall not be deemed or construed that there are, in fact, responsive documents, that CBD
23 performed any of the acts described in the document request or definitions and/or instructions applicable
24 to the document request, or that CBD acquiesces in the characterization of the conduct or activities
25 contained in the document request or definitions and/or instructions applicable to the document request.

26 5. CBD expressly reserves the right to supplement, clarify, revise, or correct any or all of the
27 responses and objections herein, and to assert additional objections or privileges, in one or more
subsequent supplemental response(s).

7. Publicly available documents including, but not limited to, court papers and documents available
on the Internet, will not be produced.

8. For purposes of CBD’s responses and objections, the following terms shall have the meanings ascribed to them below:

(a) “Joint Venture Agreement” means the First Amended and Restated Agreement dated October 5, 2017, between Euphoria and E&T Ventures, LLC (together with any amendments or supplements thereto).

(b) “E&T’s Production Facility” means the “Production Facility” as defined in the Joint Venture Agreement.

GENERAL OBJECTIONS

1. CBD objects to each instruction, definition, and document request to the extent that it purports to impose any requirement or discovery obligation greater than or different from those under the Nevada Rules of Civil Procedure.

2. CBD objects to each document request that is overly broad, unduly burdensome, or not reasonably calculated to lead to the discovery of admissible evidence.

3. CBD objects to each document request to the extent that it calls for production of a privilege log for internal documents of CBD. A request for such a log is unreasonable and unduly burdensome in light of the work product doctrine, deliberative process privilege, and other privileges protecting such internal documents from discovery.

4. CBD objects to each instruction, definition, and document request to the extent that it seeks documents protected from disclosure by the attorney- client privilege, deliberative process privilege, attorney work product doctrine, or any other applicable privilege. Should any such disclosure by CBD occur, it is inadvertent and shall not constitute a waiver of any privilege.

5. CBD objects to each instruction, definition, and document request as overbroad and unduly burdensome to the extent it seeks documents or information that are readily or more accessible to Euphoria from its own files, from documents or information in Euphoria’s possession, or from documents or information previously produced by CBD in arbitration, mediation, or litigation to which Euphoria is/was a party. Responding to such requests would be oppressive, unduly burdensome, and unnecessarily expensive, and the burden of responding to such requests is substantially the same or less for Euphoria as for CBD. All such documents and information will not be produced.

1 6. Any document requests that call for the production of documents and information that were
2 produced to CBD by other persons and that may contain confidential, proprietary, or trade secret
3 information will not be produced.

4 7. CBD incorporates by reference every general objection set forth above into each specific
5 response set forth below. A specific response may repeat a general objection for emphasis or some other
6 reason. The failure to include any general objection in any specific response does not waive any general
7 objection to that request. Moreover, CBD does not waive its right to amend its responses on or before
8 trial.

8 **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

9 1. CBD objects to the definition of “document” or “documents” to the extent that it purports to
10 impose obligations greater than those set forth in the Nevada Rules of Civil Procedure.

11 2. CBD further objects to the definition of “document” or “documents” to the extent that it calls for
12 documents protected from disclosure by the attorney-client privilege, deliberative process privilege,
13 attorney work product doctrine, or any other applicable privilege.

14 3. CBD objects to each request for documents and interrogatories on the grounds that it is vague
15 and ambiguous, that it calls for the production of documents that are irrelevant to matters subject to trial
16 and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad
17 and unduly burdensome, to the extent that it calls for the production of documents or information
18 without a specific timeframe.

18 **OBJECTIONS AND RESPONSES TO DOCUMENT REQUESTS**

19 **DOCUMENT REQUEST NO. 1:**

20 Please produce all documents evidencing membership interests in CBD Supply from its inception until
21 the present day.

22 **RESPONSE TO DOCUMENT REQUEST NO. 1:**

23 CBD incorporates general objections herein. NRCP 26 does not permit discovery of the members of
24 CBD, since such matters are not relevant and cannot lead to the discovery of admissible evidence. The
25 members of CBD are not parties to this case. Discovery may not invade the right to privacy of these
26 individuals without weighing the needs of the case, the amount in controversy, the importance of the
27

1 issues at stake, the potential for finding relevant material, and the importance of the proposed discovery
2 in resolving the issues.

3 **DOCUMENT REQUEST NO. 2:**

4 Please produce all of the Articles of Incorporation or any corollary incorporation documents for CBD
5 Supply from its inception until the present day.

6 **RESPONSE TO DOCUMENT REQUEST NO. 2:**

7 CBD is a dissolved Nevada limited liability company. Nevada limited liability companies are organized
8 (not incorporated) by the filing of articles of organization under Chapter 86 of the Nevada Revised
9 Statutes. Accordingly, CBD has not identified any documents or communications responsive to
10 Euphoria's request. However, discovery is on-going, and CBD reserves the right to supplement its
11 response.

12 **DOCUMENT REQUEST NO. 3:**

13 Please produce all of the operating agreements, including amendments, or any corollary governing
14 documents for CBD Supply from its inception until the present day.

15 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

16 Single member limited liability companies are not required to have an operating agreement under
17 Chapter 86 of the Nevada Revised Statutes. Subject to the forgoing objections, CBD has not identified
18 any documents or communications responsive to Euphoria's request. However, discovery is on-going,
19 and CBD reserves the right to supplement its response.

20 **DOCUMENT REQUEST NO. 4:**

21 Please produce all membership distribution documents for CBD Supply from its inception until the
22 present day.

23 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

24 The request is vague, ambiguous, and unintelligible so as to make a response impossible without
25 speculation as to the meaning of "membership distribution," which is not defined. Subject to the
26 forgoing objections, CBD has not identified any documents responsive to Euphoria's request. However,
27 discovery is on-going, and CBD reserves the right to supplement its response.

1 **DOCUMENT REQUEST NO. 5:**

2 All documents, including but not limited to monthly, quarterly, or other periodic statements, cancelled
3 checks, deposit slips, wire transfers, etc. regarding any domestic or foreign bank or other financial
4 account, regardless of how such account is titled, over which CBD Supply had signatory authority
5 or other such control at any time during the period from 2015 to the present.

6 **RESPONSE TO DOCUMENT REQUEST NO. 5:**

7 CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
8 involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not
9 permit discovery of CBD's banking/financial information, since such matters are not relevant and cannot
10 lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without
11 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the
12 potential for finding relevant material, and the importance of the proposed discovery in resolving the
13 issues.

14 **DOCUMENT REQUEST NO 6:**

15 Please produce copies of all financial statements and/or loan applications prepared by CBD
16 Supply or on CBD Supply behalf between 2015 and the present.

17 **RESPONSE TO DOCUMENT REQUEST NO. 6:**

18 CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
19 involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not
20 permit discovery of CBD's banking/financial information, since such matters are not relevant and cannot
21 lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without
22 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the
23 potential for finding relevant material, and the importance of the proposed discovery in resolving the
24 issues.

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DOCUMENT REQUEST NO. 7:

Please produce copies of all credit, debit and/or ATM card statements of account, wherever located and regardless of whose name appears on the account(s), from 2015 to present, for such card(s) which CBD Supply uses or which CBD Supply has signatory authority or other such control.

RESPONSE TO DOCUMENT REQUEST NO. 7:

CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of CBD's banking/credit information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

DOCUMENT REQUEST NO. 8:

Please produce copies of all documents and communications between CBD Supply and officers, managers, and/or managing members, regarding any stocks, mutual funds, financial investments, etc., and/or transfers of funds from 2015 to present.

RESPONSE TO DOCUMENT REQUEST NO. 8:

CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of CBD's banking/credit information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

DOCUMENT REQUEST NO. 9:

Please produce copies of CBD Supply's federal and state income tax returns, with accompanying worksheets and any other supporting documents, from 2015 to the present.

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RESPONSE TO DOCUMENT REQUEST NO. 9:

CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of CBD's tax information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

REQUEST FOR PRODUCTION NO. 10:

Please produce copies of all payroll documents from 2015 to present, including W-4 Forms, W-2 Forms, 1099 Forms, I-9 Forms, paystubs, total compensation letters, timecards, and payroll reports.

RESPONSE TO DOCUMENT REQUEST NO. 10:

CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of CBD's payroll information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

DOCUMENT REQUEST NO. 11

Please produce all profit and loss statements or other documents in CBD Supply possession, custody, or control evidencing profits or losses of CBD Supply between 2015 and the present.

RESPONSE TO DOCUMENT REQUEST NO. 11:

CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of CBD's profit/loss information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the

1 potential for finding relevant material, and the importance of the proposed discovery in resolving the
2 issues.

3 **DOCUMENT REQUEST NO. 12:**

4 Please produce all documents evidencing the revenue received by CBD Supply between 2015 and
5 the present.

6 **RESPONSE TO DOCUMENT REQUEST NO. 12:**

7 CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
8 involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not
9 permit discovery of CBD's revenue information, since such matters are not relevant and cannot lead to
10 the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without
11 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the
12 potential for finding relevant material, and the importance of the proposed discovery in resolving the
13 issues.

14
15 **DOCUMENT REQUEST NO. 13:**

16 Please produce all documents evidencing the expenditures by CBD Supply between 2015 and the
17 present.

18 **RESPONSE TO DOCUMENT REQUEST NO. 13:**

19 CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
20 involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not
21 permit discovery of CBD's revenue information, since such matters are not relevant and cannot lead to
22 the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without
23 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the
24 potential for finding relevant material, and the importance of the proposed discovery in resolving the
25 issues.

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1 **DOCUMENT REQUEST NO. 14:**

2 Please produce all documents in CBD Supply's possession, custody or control relating to Euphoria,
3 including but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals,
4 employee records, reports, commercial equipment leases, invoices, and memorandums.

5 **RESPONSE TO DOCUMENT REQUEST NO. 14:**

6 CBD incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
7 E&T and Euphoria jointly to maintain the books of account and other records reflecting the results of
8 operation for E&T's Production Facility. Accordingly, CBD objects to this request on the basis that it
9 seeks information and knowledge in the possession of Euphoria.

10
11 **DOCUMENT REQUEST NO. 15:**

12 Please produce all documents in CBD Supply's possession, custody or control relating to E&T,
13 including but not limited to contracts, ledgers, receipts, requests for approval, product sheets,
14 manuals, employee records, reports, commercial equipment leases, invoices, and
15 memorandums.

16 **RESPONSE TO DOCUMENT REQUEST NO. 15:**

17 CBD incorporates general objections herein. CBD objects to the underlying request for production, and
18 thus to this request, because asking for "all documents" related to E&T without any limitation (including
19 a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly
20 burdensome, it will require unreasonable efforts and expense on behalf of CBD to identify and/or
21 produce.

22 **DOCUMENT REQUEST NO. 16:**

23 Please produce all documents in CBD Supply's possession, custody or control relating to Miral
24 Consulting, including but not limited to contracts, ledgers, receipts, requests for approval,
25 product sheets, manuals, employee records, reports, commercial equipment leases, invoices, and
26 memorandums.

27 ///

RESPONSE TO DOCUMENT REQUEST NO. 16:

CBD incorporates general objections herein. CBD objects to the underlying request for production, and thus to this request, because asking for “all documents” related to Miral Consulting without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of CBD to identify and/or produce.

DOCUMENT REQUEST NO. 17:

Please produce all documents in CBD Supply’s possession, custody or control relating to Happy Campers, including but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals, employee records, reports, commercial equipment leases, invoices, and memorandums.

RESPONSE TO DOCUMENT REQUEST NO. 17:

CBD incorporates general objections herein. CBD objects to the underlying request for production, and thus to this request, because asking for “all documents” related to CBD Supply without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of CBD to identify and/or produce.

DOCUMENT REQUEST NO. 18:

Please produce all communications in CBD Supply’s possession, custody or control, including letters, emails, text messages, facsimiles or any other written communications, related in any manner to Euphoria.

RESPONSE TO DOCUMENT REQUEST NO. 18:

CBD incorporates general objections herein. CBD objects to the underlying request for production, and thus to this request, because asking for “all communications” related to Euphoria without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of CBD to identify and/or produce.

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DOCUMENT REQUEST NO. 19:

Please produce all communications in CBD Supply's possession, custody or control, including letters, emails, text messages, facsimiles or any other written communications, related in any manner to E&T.

RESPONSE TO DOCUMENT REQUEST NO. 19:

CBD incorporates general objections herein. CBD objects to the underlying request for production, and thus to this request, because asking for "all communications" related to E&T without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of CBD to identify and/or produce.

DOCUMENT REQUEST NO. 20:

Please produce all communications in CBD Supply's possession, custody or control, including letters, emails, text messages, facsimiles or any other written communications, related in any manner to Miral Consulting.

RESPONSE TO DOCUMENT REQUEST NO. 20:

CBD incorporates general objections herein. CBD objects to the underlying request for production, and thus to this request, because asking for "all communications" related to Miral Consulting without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of CBD to identify and/or produce.

DOCUMENT REQUEST NO. 21:

Please produce all communications in CBD Supply's possession, custody or control, including letters, emails, text messages, facsimiles or any other written communications, related in any manner to CBD Supply.

RESPONSE TO DOCUMENT REQUEST NO. 21:

CBD incorporates general objections herein. CBD objects to the underlying request for production, and thus to this request, because asking for "all communications" related to CBD Supply without any limitation (including a time limitation) is impermissibly overbroad. Because the information sought is

1 overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of CBD to
2 identify and/or produce.

3 **DOCUMENT REQUEST NO. 22:**

4 Please produce all documents and communications in CBD Supplies' possession, custody or
5 control relating to E&T's operations on Euphoria's premises, including contracts with third parties,
6 invoices, receipts, inventories, manuals, internal regulations, employee records, and profit and loss
7 statements.
8

9 **RESPONSE TO DOCUMENT REQUEST NO. 22:**

10 CBD incorporates general objections herein. CBD is not a party to the Joint Venture Agreement.
11 Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books
12 of account and other records reflecting the results of operation for E&T's Production Facility.
13 Accordingly, CBD objects to this request on the basis that it seeks information and knowledge in the
14 possession of Euphoria.
15

16 **DOCUMENT REQUEST NO. 23:**

17 Please produce all equipment related documents, including invoices and receipts, in CBD Supply's
18 possession, custody, or control, including the Invoices attached to the *Supplemental Declaration of*
19 *Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening*
20 *Time* as Exhibits 3-A to 3-CC, electronically filed on November 4, 2019.

21 **RESPONSE TO DOCUMENT REQUEST NO. 23:**

22 CBD incorporates general objections herein. The phrase "equipment related documents" is not defined.
23 Further, CBD objects to the underlying request for production, and thus to this request, because CBD is
24 not a party to the Joint Venture Agreement. After a review of the docket, CBD did not identify any
25 declaration by Kristin Ehasz filed on November 4, 2019.

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DOCUMENT REQUEST NO. 24:

For every invoice and receipt identified in response to Request for Production No. 23, please provide any documents related to the equipment's ownership, chain of custody, chain of control, and current location.

RESPONSE TO DOCUMENT REQUEST NO. 24:

CBD incorporates general objections herein. CBD did not identify any invoice or receipt in response to request no. 23.

DOCUMENT REQUEST NO. 25:

For every invoice and receipt identified in response to Request for Production No. 23, please provide any communications related to the equipment's ownership, chain of custody, chain of control, and current location.

RESPONSE TO DOCUMENT REQUEST NO. 25:

CBD incorporates general objections herein. CBD did not identify any invoice or receipt in response to request no. 23.

DOCUMENT REQUEST NO. 26:

Please produce a list of all persons who performed work for CBD Supply from July 7, 2017 until August 31, 2019 and all related payroll records, tax forms, timecards, shifts, and work location assignments.

RESPONSE TO DOCUMENT REQUEST NO. 26:

CBD incorporates general objections herein. CBD is not a party to the Joint Venture Agreement. Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books of account and other records reflecting the results of operation for E&T's Production Facility. NRCP 26 does not permit discovery of CBD's employee/independent contractor information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

DOCUMENT REQUEST NOS. 27-43:

Please produce any and all documents on which CBD Supply relied or identified in CBD Supply's Response to Interrogatory Nos. 1-17.

RESPONSE TO DOCUMENT REQUEST NO. 27-43:

Subject to and without waiving the foregoing objections, CBD has not identified any documents responsive to this request. However, discovery is on-going, and CBD reserves the right to supplement its response.

OBJECTIONS AND RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1:

Please provide all of the names and percentages held of all membership interests in CBD Supply since its formation.

RESPONSE TO INTERROGATORY NO. 1:

CBD incorporates general objections herein. NRCP 26 does not permit discovery of the members of CBD, since such matters are not relevant and cannot lead to the discovery of admissible evidence. The members of CBD are not parties to this case. Discovery may not invade the right to privacy of these individuals without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

INTERROGATORY NO. 2:

Please provide the name of all entities owned, controlled, or otherwise affiliated with CBD Supply since its formation.

RESPONSE TO INTERROGATORY NO. 2:

CBD incorporates general objections herein. Further, the question is vague, ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning of the question.

INTERROGATORY NO. 3:

For each and every entity identified in Interrogatory No. 2, please provide: all of the names and percentages held of all membership interests since its formation, including the amount(s) of

PETITIONER'S APPENDIX NO. 00140

1 contribution/investment in exchange for said membership interest and the date of such
2 contribution/investment.

3 **RESPONSE TO INTERROGATORY NO. 3:**

4 CBD incorporates general objections herein. CBD did not identify any entity in response to
5 interrogatory no. 2.

6 **INTERROGATORY NO. 4:**

7 For CBD Supply and for each and every entity identified in response to Interrogatory No. 2, please
8 provide the name of every manager, director, officer, and executive.

9 **RESPONSE TO INTERROGATORY NO. 4:**

10 CBD incorporates general objections herein. The interrogatory is compound. Further, CBD did not
11 identify any entity in response to interrogatory no. 2.

12 **INTERROGATORY NO. 5:**

13 Fully identify all owners or shareholders of CBD Supply, including the nature and extent of
14 their share hold, equitable interest and/or legal interest, and their respective employment(s)
15 during the five (5) years preceding the date hereof.

16 **RESPONSE TO INTERROGATORY NO. 5:**

17 CBD incorporates general objections herein. The interrogatory is compound. Further, CBD is a limited
18 liability company, which does not have “shareholders” and no person or entity has a “share hold.”
19 NRCP 26 does not permit discovery of the members of CBD, since such matters are not relevant and
20 cannot lead to the discovery of admissible evidence. The members of CBD are not parties to this case.
21 Discovery may not invade the right to privacy of these individuals without weighing the needs of the
22 case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant
23 material, and the importance of the proposed discovery in resolving the issues.

24 **INTERROGATORY NO. 6:**

25 Please identify any and all money, benefit or credit received from each entity identified in response to
26 Interrogatory No. 2, including but not limited to, the amount, the type, the date, and the reason.

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1 **RESPONSE TO INTERROGATORY NO. 6:**

2 CBD incorporates general objections herein. Further, CBD did not identify any entity in response to
3 interrogatory no. 2.

4 **INTERROGATORY NO. 7:**

5 Please identify any and all money, benefit or credit sent to each entity identified in response to
6 Interrogatory No. 2, including but not limited to, the amount, the type, the date, and the reason.

7 **RESPONSE TO INTERROGATORY NO. 7:**

8 Objection. Asked and answered.
9

10 **INTERROGATORY NO. 8:**

11 Please provide a detailed description of the nature and extent of CBD Supply's business functions
12 and activities.

13 **RESPONSE TO INTERROGATORY NO. 8:**

14 CBD incorporates general objections herein. The interrogatory is compound. Further, CBD is not a
15 party to the Joint Venture Agreement. Subject to and without waiving the foregoing objections, CBD is
16 a Nevada limited liability company, which has been dissolved.

17 **INTERROGATORY NO. 9:**

18 Please provide a detailed description of the nature and extent of CBD Supply's relationship with
19 E&T.

20 **RESPONSE TO INTERROGATORY NO. 9:**

21 CBD incorporates general objections herein. CBD is not a party to the Joint Venture Agreement.
22 NRCP 26 does not permit discovery of CBD's relationship with E&T, since such matters are not
23 relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade CBD's
24 right to privacy without weighing the needs of the case, the amount in controversy, the importance of the
25 issues at stake, the potential for finding relevant material, and the importance of the proposed discovery
26 in resolving the issues.

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1 **INTERROGATORY NO. 10:**

2 Please provide a detailed description of the nature and extent of CBD Supply's relationship with
3 Miral Consulting.

4 **RESPONSE TO INTERROGATORY NO. 10:**

5 CBD incorporates general objections herein. The interrogatory is compound. CBD is not a party to the
6 Joint Venture Agreement. NRCP 26 does not permit discovery of CBD's relationship with CBD
7 Supply, since such matters are not relevant and cannot lead to the discovery of admissible evidence.
8 Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in
9 controversy, the importance of the issues at stake, the potential for finding relevant material, and the
10 importance of the proposed discovery in resolving the issues.

11 **INTERROGATORY NO. 11:**

12 Please provide a detailed description of the nature and extent of CBD Supply's relationship with
13 Happy Campers.

14 **RESPONSE TO INTERROGATORY NO. 11:**

15 CBD incorporates general objections herein. The interrogatory is compound. CBD is not a party to the
16 Joint Venture Agreement. NRCP 26 does not permit discovery of CBD's relationship with CBD
17 Campers, since such matters are not relevant and cannot lead to the discovery of admissible evidence.
18 Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in
19 controversy, the importance of the issues at stake, the potential for finding relevant material, and the
20 importance of the proposed discovery in resolving the issues.

21 **INTERROGATORY NO. 12:**

22 Please provide a detailed description of the nature and extent of CBD Supply's relationship with
23 Euphoria.

24 **RESPONSE TO INTERROGATORY NO. 12:**

25 CBD incorporates general objections herein. The interrogatory is compound. Further, Euphoria is
26 aware that there is no relationship between CBD and Euphoria.

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1 **INTERROGATORY NO. 13:**

2 Please provide a detailed explanation of the reasons why CBD Supply kept equipment and/or products
3 belonging to CBD Supply at Euphoria's Production Facility.

4 **RESPONSE TO INTERROGATORY NO. 13:**

5 CBD incorporates general objections herein. The interrogatory is compound. CBD further objects on
6 the basis that the interrogatory is argumentative.

7 **INTERROGATORY NO. 14:**

8 Please provide a detailed description of each piece of equipment, supplies, and materials belonging to
9 CBD Supply, which were kept in Euphoria's Production Facility from July 7, 2017 until August 31,
10 2019.

11 **RESPONSE TO INTERROGATORY NO. 14:**

12 CBD incorporates general objections herein. The interrogatory is compound. However, discovery is
13 on-going, and CBD reserves the right to supplement its response.

14 **INTERROGATORY NO. 15:**

15 Please provide a detailed explanation of the reasons why any equipment, supplies, and materials
16 belonging to CBD Supply were kept in Euphoria's Production Facility from July 7, 2017 until August
17 31, 2019.

18 **RESPONSE TO INTERROGATORY NO. 15:**

19 CBD incorporates general objections herein. Asked and answered.

20 DATED this 2nd day of March, 2021.

21 **LAW OFFICE OF MITCHELL STIPP**

22 */s/ Mitchell Stipp*

23

MITCHELL STIPP, ESQ.

24 Nevada Bar. No. 7531

25 1180 N. Town Center Drive, Suite 100

26 Las Vegas, Nevada 89144

27 Telephone: 702.602.1242

mstipp@stipplaw.com

Attorneys for CBD Supply Co., LLC

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CERTIFICATE OF SERVICE

I served the foregoing document described as “**RESPONSES AND OBJECTIONS TO REQUESTS FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES**” on this 2nd day of March, 2021, using the electronic filings system of the clerk of the court, to all interested parties.

/s/ Amy Hernandez

LAW OFFICE OF MITCHELL STIPP

EXHIBIT “F”

EXHIBIT “F”

MITCHELL D. STIPP, ESQ.
Nevada Bar No. 7531
LAW OFFICE OF MITCHELL STIPP
1180 N. Town Center Drive, Suite 100
Las Vegas, Nevada 89144
Telephone: 702.602.1242
mstipp@stipplaw.com
Attorneys for E&T Ventures, LLC

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

E&T VENTURES, LLC, a Nevada limited
liability company,

Plaintiff,

v.

EUPHORIA WELLNESS, LLC, a Nevada
limited liability company; DOE Individuals I-
X, inclusive; and ROE ENTITIES 1-10,
inclusive;

Defendants.

CASE NO.: A-19-796919-B
DEPT. NO.: XXXI

AND RELATED MATTERS

FIRST SUPPLEMENTAL RESPONSES AND OBJECTIONS TO REQUESTS
FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES

TO: EUPHORIA WELLNESS, LLC (“Euphoria”)

TO: JONES LOVELOCK, attorneys for above.

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PETITIONER'S APPENDIX NO. 00147

1 E&T Ventures, LLC, a Nevada limited liability company (“E&T”), by and through its attorneys,
2 and pursuant to Rules 33 and 34 of the Nevada Rules of Civil Procedure, supplements its responses and
3 objections to the requests for the production of documents and interrogatories by Euphoria as set forth
4 below (supplemental responses and objections in italics and strike-through front):

5
6 **PRELIMINARY STATEMENT**

7 1. E&T’s investigation and development of all facts and circumstances relating to this action is
8 ongoing. These responses and objections are made without prejudice to, and are not a waiver of, E&T’s
9 right to rely on other facts or documents at trial.

10 2. By making the accompanying responses and objections, E&T does not waive, and hereby
11 expressly reserves, its right to assert any and all objections as to the admissibility of such responses into
12 evidence in this action, or in any other proceedings, on any and all grounds including, but not limited to,
13 competency, relevancy, materiality, and privilege. Further, E&T makes the responses and objections
14 herein without in any way implying that it considers the requests, and responses to the requests, to be
15 relevant or material to the subject matter of the trial.

16 3. E&T will produce responsive documents only to the extent that such documents are in the
17 possession, custody, or control of E&T, as set forth in the Nevada Rules of Civil Procedure. E&T’s
18 possession, custody, or control does not include any constructive possession that may be conferred by
19 E&T’s right or power to compel the production of documents or information from third parties or to
20 request their production from its managers, members or their respective affiliates.

21 4. A response to a document request stating that objections and/or indicating that documents will be
22 produced shall not be deemed or construed that there are, in fact, responsive documents, that E&T
23 performed any of the acts described in the document request or definitions and/or instructions applicable
24 to the document request, or that E&T acquiesces in the characterization of the conduct or activities
25 contained in the document request or definitions and/or instructions applicable to the document request.

26 5. E&T expressly reserves the right to supplement, clarify, revise, or correct any or all of the
27 responses and objections herein, and to assert additional objections or privileges, in one or more
subsequent supplemental response(s).

7. Publicly available documents including, but not limited to, court papers and documents available
on the Internet, will not be produced.

8. For purposes of E&T's responses and objections, the following terms shall have the meanings ascribed to them below:

(a) "Joint Venture Agreement" means the First Amended and Restated Agreement dated October 5, 2017, between Euphoria and E&T (together with any amendments or supplements thereto).

(b) "E&T's Production Facility" means the "Production Facility" as defined in the Joint Venture Agreement.

(c) "METRC" means the seed to sale system required by the Nevada Department of Taxation and Cannabis Compliance Board for inventory controls.

GENERAL OBJECTIONS

1. E&T objects to each instruction, definition, and document request to the extent that it purports to impose any requirement or discovery obligation greater than or different from those under the Nevada Rules of Civil Procedure.

2. E&T objects to each document request that is overly broad, unduly burdensome, or not reasonably calculated to lead to the discovery of admissible evidence.

3. E&T objects to each document request to the extent that it calls for production of a privilege log for internal documents of E&T. A request for such a log is unreasonable and unduly burdensome in light of the work product doctrine, deliberative process privilege, and other privileges protecting such internal documents from discovery.

4. E&T objects to each instruction, definition, and document request to the extent that it seeks documents protected from disclosure by the attorney-client privilege, deliberative process privilege, attorney work product doctrine, or any other applicable privilege. Should any such disclosure by E&T occur, it is inadvertent and shall not constitute a waiver of any privilege.

5. E&T objects to each instruction, definition, and document request as overbroad and unduly burdensome to the extent it seeks documents or information that are readily or more accessible to Euphoria from its own files, from documents or information in Euphoria's possession, or from documents or information previously produced by E&T in arbitration, mediation, or litigation to which Euphoria is/was a party. Responding to such requests would be oppressive, unduly burdensome, and unnecessarily expensive, and the burden of responding to such requests is substantially the same or less for Euphoria as for E&T. All such documents and information will not be produced.

1 6. Any document requests that call for the production of documents and information that were
2 produced to E&T by other persons and that may contain confidential, proprietary, or trade secret
3 information will not be produced.

4 7. E&T incorporates by reference every general objection set forth above into each specific
5 response set forth below. A specific response may repeat a general objection for emphasis or some other
6 reason. The failure to include any general objection in any specific response does not waive any general
7 objection to that request. Moreover, E&T does not waive its right to amend its responses on or before
8 trial.

8 **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

9 1. E&T objects to the definition of “document” or “documents” to the extent that it purports to
10 impose obligations greater than those set forth in the Nevada Rules of Civil Procedure.

11 2. E&T further objects to the definition of “document” or “documents” to the extent that it calls for
12 documents protected from disclosure by the attorney-client privilege, deliberative process privilege,
13 attorney work product doctrine, or any other applicable privilege.

14 3. E&T objects to each request for documents and interrogatories on the grounds that it is vague
15 and ambiguous, that it calls for the production of documents that are irrelevant to matters subject to trial
16 and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad
17 and unduly burdensome, to the extent that it calls for the production of documents or information
18 without a specific timeframe.

19 ~~4. E&T objects to the definition of “Variances” because it is defined in connection with an exhibit~~
~~(Exhibit 1), which was omitted from the requests for production of documents and interrogatories~~
~~propounded by Euphoria.~~

20 **OBJECTIONS AND RESPONSES TO DOCUMENT REQUESTS**

21 **DOCUMENT REQUEST NO. 1:**

22 Please produce any and all documents on which E&T relied or identified in E&T’s Responses to
23 Interrogatories.
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1 **RESPONSE TO DOCUMENT REQUEST NO. 1:**

2 Subject to the forgoing objections, E&T has not identified any documents responsive to Euphoria's
3 request. However, discovery is on-going, and E&T reserves the right to supplement its response.
4

5 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 1:***

6 *After good faith efforts, E&T has not identified any documents responsive to Document Request No. 1*
7 *except as specifically disclosed and identified as part of E&T's disclosures (Plaintiff's Documents*
8 *000001-000615), the disclosures by Euphoria (Euphoria 000001-004196), the response to the*
9 *subpoenas to the Nevada Department of Taxation and Cannabis Compliance Board (DOT 001-402 and*
10 *CCB 000001-000877), and the responses to the subpoena by Euphoria to non-party, Valjo, Inc.*
11 *Discovery is on-going, and E&T reserves the right further to supplement its response to Document*
12 *Request No. 1.*

13 **DOCUMENT REQUEST NO. 2:**

14 Please produce all documents and communications in E&T's possession, custody or control from or to
15 the Department between 2017 and the present, including but not limited to investigations, audits,
16 complaints, third-party testing, terminations of agent cards, and any findings.

17 **RESPONSE TO DOCUMENT REQUEST NO. 2:**

18 E&T objects to this request on the basis that it seeks information and knowledge in the possession of
19 Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of the
20 investigation is presently unknown. Additionally, asking for the identification of "all documents and
21 communications" seeks to obtain counsel's mental impressions, conclusions, opinions and legal theories.
22 Therefore, E&T objects to this request on the basis of the attorney-client privilege and the attorney
23 work-product doctrine. Subject to the forgoing objections, E&T provided all documents requested by
24 the Nevada Department of Taxation in connection with the investigation initiated by Euphoria, Euphoria
25 received copies, and all communications with the Nevada Department of Taxation included Euphoria.
26 Accordingly, E&T has not identified any other documents or communications responsive to Euphoria's
27 request. However, discovery is on-going, and E&T reserves the right to supplement its response.

1 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 2:**

2 *E&T is not licensed as a marijuana/cannabis establishment regulated by the Nevada Department of*
3 *Taxation or the Cannabis Compliance Board. Accordingly, E&T is not aware of any investigation by*
4 *the Nevada Department of Taxation or the Cannabis Compliance Board “into E&T.” To the extent that*
5 *the investigation which occurred as a result of the License Incident Report made by Nicole Lovelock to*
6 *the Nevada Department of Taxation on March 15, 2019 on behalf of Euphoria includes any*
7 *investigation “into E&T,” Euphoria has been informed at the deposition for the person most*
8 *knowledgeable for the Nevada Department of Taxation and the Cannabis Compliance Board that all*
9 *such investigations are closed. E&T confirms the same and notes that no action was taken by the*
10 *Nevada Department of Taxation or the Cannabis Compliance Board as a result of Euphoria’s report.*
11 *During the time E&T operated the production facility at issue, Darlene Purdy, the managing director*
12 *for Euphoria, was the marijuana/cannabis agent responsible for inventory controls under Nevada law.*
13 *To the extent there were any variances between physical inventory and METRC, which served as the*
14 *basis for Euphoria’s incident report, Euphoria is solely responsible under Nevada law as the licensed*
15 *marijuana/cannabis establishment (production facility). The Nevada Department of Taxation and the*
16 *Cannabis Compliance Board disclosed all relevant documents in connection with any investigation as a*
17 *result of the incident report filed by Euphoria. For documents pertaining to all such investigations, see*
18 *DOT 001-402 and CCB 000001-000877.*

19 **DOCUMENT REQUEST NO. 3:**

20 Please produce all documents and communications in E&T’s possession, custody or control regarding
21 the person or persons who made any complaints to the Department against E&T between January 2019
22 and the present day.

23 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

24 E&T objects to this request on the basis that it seeks information and knowledge in the possession of
25 Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of the
26 investigation is presently unknown. Subject to the forgoing objections, E&T has not identified any
27 documents or communications responsive to Euphoria’s request. However, discovery is on-going, and
E&T reserves the right to supplement its response.

1 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO.3:***

2 *The Nevada Department of Taxation and the Cannabis Compliance Board disclosed all relevant*
3 *documents in connection with any investigation as a result of the License Incident Report made by*
4 *Nicole Lovelock to the Nevada Department of Taxation on March 15, 2019 on behalf of Euphoria. For*
5 *documents pertaining to all such investigations, see DOT 001-402 and CCB 000001-000877.*

6 **DOCUMENT REQUEST NO. 4:**

7 Please produce all documents and communications in E&T's possession, custody or control relating to
8 any investigation E&T undertook after receipt of the Notice of Default, including but not limited to
9 inspections, analysis, reports, identification of Variances, test results, inventory ledgers, plans of
10 correction, text messages, e-mail communications, and employee interviews.

11 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

12 E&T objects to this request on the basis that it seeks information and knowledge in the possession of
13 Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of the
14 investigation is presently unknown. Euphoria closed E&T's Production Facility on or about March 15,
15 2019 and excluded E&T from investigating the matters reported by Euphoria to the Nevada Department
16 of Taxation. Subject to the forgoing objections, E&T has not identified any documents or
17 communications responsive to Euphoria's request. However, discovery is on-going, and E&T reserves
18 the right to supplement its response.

19 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO.4:***

20 *E&T fully cooperated with the investigation arising from the License Incident Report made by Nicole*
21 *Lovelock to the Nevada Department of Taxation on March 15, 2019 on behalf of Euphoria, as confirmed*
22 *by Letter to Nicole Lovelock, dated April 5, 2021, and disclosed as Plaintiff's Documents No. 000428-*
23 *000431. Such facts are confirmed by documents produced by the Nevada Department of Taxation and*
24 *Cannabis Compliance Board. For documents pertaining to the investigation arising from Euphoria's*
25 *incident report, see DOT 001-402 and CCB 000001-000877.*

1 **DOCUMENT REQUEST NO. 5:**

2 Please produce all documents and communications E&T turned over to the State of Nevada for review,
3 as alleged in Paragraph 46 of the Complaint.
4

5 **RESPONSE TO DOCUMENT REQUEST NO. 5:**

6 E&T objects to this request on the basis that it seeks information and knowledge in the possession of
7 Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of the
8 investigation is presently unknown. Subject to the forgoing objections, E&T provided all documents
9 requested by the Nevada Department of Taxation in connection with the investigation initiated by
10 Euphoria, Euphoria received copies, and all communications with the Nevada Department of Taxation
11 included Euphoria. Accordingly, E&T has not identified any other documents or communications
12 responsive to Euphoria's request. However, discovery is on-going, and E&T reserves the right to
supplement its response.

13 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 5:**

14 *E&T is not licensed as a marijuana/cannabis establishment regulated by the Nevada Department of*
15 *Taxation or the Cannabis Compliance Board. During the time E&T operated the production facility at*
16 *issue, Darlene Purdy, the managing director for Euphoria, was the marijuana/cannabis agent*
17 *responsible for inventory controls under Nevada law. To the extent there were any variances between*
18 *physical inventory and METRC, which served as the basis for the License Incident Report made by*
19 *Nicole Lovelock to the Nevada Department of Taxation on March 15, 2019 on behalf of Euphoria,*
20 *Euphoria is solely responsible under Nevada law as the licensed marijuana/cannabis establishment*
21 *(production facility). The Nevada Department of Taxation and the Cannabis Compliance Board*
22 *disclosed all relevant documents in connection with any investigation as a result of the incident report*
23 *filed by Euphoria. For documents pertaining to the investigation arising from Euphoria's incident*
report, see DOT 001-402 and CCB 000001-000877.

24 **DOCUMENT REQUEST NO 6:**

25 Please produce all documents, including but not limited to monthly, quarterly, or other periodic
26 statements, cancelled checks, deposit slips, wire transfers, etc. regarding any domestic or foreign bank or
27

1 other financial account, regardless of how such account is titled, over which E&T had signatory
2 authority or other such control at any time during the period from 2017 to the present.

3 **RESPONSE TO DOCUMENT REQUEST NO. 6:**

4 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
5 parties jointly to maintain the books of account and other records reflecting the results of operation for
6 E&T's Production Facility. Any relevant information contained within any documents requested by
7 Euphoria to be produced pursuant to this request for production would be included in these books of
8 account and other records which are in the possession/control of Euphoria. NRCP 26 does not permit
9 discovery of E&T's banking/financial information, since such matters are not relevant and cannot lead
10 to the discovery of admissible evidence. Discovery may not invade the E&T's right to privacy without
11 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the
12 potential for finding relevant material, and the importance of the proposed discovery in resolving the
13 issues.

14 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 6:***

15 *After good faith efforts, E&T has not identified any documents responsive to this request. Discovery is*
16 *on-going, and E&T reserves the right further to supplement its response to Document Request No. 6.*

17 **DOCUMENT REQUEST NO. 7:**

18 Please produce copies of all financial statements and/or loan applications prepared by E&T or on E&T's
19 behalf between 2017 and the present.

20 **RESPONSE TO DOCUMENT REQUEST NO. 7:**

21 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
22 parties jointly to maintain the books of account and other records reflecting the results of operation for
23 E&T's Production Facility. Any relevant information contained within any documents requested by
24 Euphoria to be produced pursuant to this request for production would be included in these books of
25 account and other records which are in the possession/control of Euphoria. Further, NRCP 26 does not
26 permit discovery of E&T's financial condition (including its debt), since such matters are not relevant
27 and cannot lead to the discovery of admissible evidence. Discovery may not invade the E&T's right to

1 privacy without weighing the needs of the case, the amount in controversy, the importance of the issues
2 at stake, the potential for finding relevant material, and the importance of the proposed discovery in
3 resolving the issues.

4 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 7:***

5 *After good faith efforts, E&T has not identified any documents responsive to this request except as*
6 *disclosed as part of (a) E&T's opposition filed on October 28, 2019 with respect to the freezer leased by*
7 *E&T and converted by Euphoria, and (b) E&T's supplemental disclosures e-served on October 14, 2021*
8 *and identified therein as Plaintiff's Documents 00112-00371. Discovery is on-going, and E&T reserves*
9 *the right further to supplement its response to Document Request No. 7.*

10 **DOCUMENT REQUEST NO. 8:**

11 Please produce copies of all credit, debit and/or ATM card statements of account, wherever located and
12 regardless of whose name appears on the account(s), from 2017 to present, for such card(s) which E&T
13 uses or which E&T has signatory authority or other such control.

14
15 **RESPONSE TO DOCUMENT REQUEST NO. 8:**

16 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
17 parties jointly to maintain the books of account and other records reflecting the results of operation for
18 E&T's Production Facility. Any relevant information contained within any documents requested by
19 Euphoria to be produced pursuant to this request for production would be included in these books of
20 account and other records which are in the possession/control of Euphoria. Further, NRCP 26 does not
21 permit discovery of E&T's financial accounts, since such matters are not relevant and cannot lead to the
22 discovery of admissible evidence. Discovery may not invade the E&T's right to privacy without
23 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the
24 potential for finding relevant material, and the importance of the proposed discovery in resolving the
25 issues.

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1 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 8:***

2 *After good faith efforts, E&T has not identified any documents responsive to this request. Discovery is*
3 *on-going, and E&T reserves the right further to supplement its response to Document Request No. 8.*

4
5 **DOCUMENT REQUEST NO. 9:**

6 Please produce copies of all documents and communications between E&T and officers, managers,
7 and/or managing members, regarding any stocks, mutual funds, financial investments, etc., and/or
8 transfers of funds from 2017 to present.

9
10 **RESPONSE TO DOCUMENT REQUEST NO. 9:**

11 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
12 parties jointly to maintain the books of account and other records reflecting the results of operation for
13 E&T's Production Facility. Further, NRCP 26 does not permit discovery of E&T's investments, since
14 such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may
15 not invade the E&T's right to privacy without weighing the needs of the case, the amount in
16 controversy, the importance of the issues at stake, the potential for finding relevant material, and the
17 importance of the proposed discovery in resolving the issues.

18 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 9:***

19 *After good faith efforts, E&T has not identified any documents responsive to this request. Discovery is*
20 *on-going, and E&T reserves the right further to supplement its response to Document Request No. 9.*

21 **REQUEST FOR PRODUCTION NO. 10:**

22 Please produce copies of E&T's federal and state income tax returns, with accompanying worksheets
23 and any other supporting documents, from 2017 to the present.

24
25 **RESPONSE TO DOCUMENT REQUEST NO. 10:**

26 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
27 parties jointly to maintain the books of account and other records reflecting the results of operation for

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1 E&T's Production Facility. Further, NRCP 26 does not permit discovery of E&T's tax information,
2 since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery
3 may not invade the E&T's right to privacy without weighing the needs of the case, the amount in
4 controversy, the importance of the issues at stake, the potential for finding relevant material, and the
5 importance of the proposed discovery in resolving the issues.

6 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 10:***

7 *After good faith efforts, E&T has not identified any document responsive to this request. E&T is a pass-*
8 *through entity for federal income tax purposes, which does not require E&T to file a separate return.*
9 *Further, Nevada does not have an income tax. Therefore, there are no state tax returns. Discovery is*
10 *on-going, and E&T reserves the right further to supplement its response to Document Request No. 10.*

11 **DOCUMENT REQUEST NO. 11**

12 Please produce copies of all payroll documents from 2017 to present, including W-4 Forms, W-2
13 Forms, 1099 Forms, I-9 Forms, paystubs, total compensation letters, timecards, and payroll reports.

14
15 **RESPONSE TO DOCUMENT REQUEST NO. 11:**

16 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
17 parties jointly to maintain the books of account and other records reflecting the results of operation for
18 E&T's Production Facility. Further, NRCP 26 does not permit discovery of E&T's payroll taxes, since
19 such matters are not relevant and cannot lead to the discovery of admissible evidence. Euphoria has not
20 alleged that E&T failed to pay its payroll taxes (or that such taxes have been paid by Euphoria or
21 Euphoria is liable for the same). Discovery may not invade the E&T's right to privacy without weighing
22 the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for
23 finding relevant material, and the importance of the proposed discovery in resolving the issues.

24 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 11:***

25 *After good faith efforts, E&T has not identified any documents responsive to this request. Payroll for*
26 *E&T was managed by a third-party professional employer organization ("PEO"). E&T has requested*

1 *available records from the PEO that are responsive to Document Request No. 11. Discovery is on-*
2 *going, and E&T reserves the right further to supplement its response to Document Request No. 11.*

3 **DOCUMENT REQUEST NO. 12:**

4 Please produce all profit and loss statements or other documents in E&T's possession evidencing profits
5 or losses of E&T between 2017 and the present.

6
7 **RESPONSE TO DOCUMENT REQUEST NO. 12:**

8 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
9 parties jointly to maintain the books of account and other records reflecting the results of operation for
10 E&T's Production Facility. Further, NRCP 26 does not permit discovery of E&T's profits/losses, since
11 such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may
12 not invade the E&T's right to privacy without weighing the needs of the case, the amount in
13 controversy, the importance of the issues at stake, the potential for finding relevant material, and the
14 importance of the proposed discovery in resolving the issues.

15 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 12:***

16 *After good faith efforts, E&T has not identified any documents responsive to this request except as*
17 *disclosed as part of E&T's supplemental disclosures e-served on October 14, 2021 and identified*
18 *therein as Plaintiff's Documents 00112-00371. Discovery is on-going, and E&T reserves the right*
19 *further to supplement its response to Document Request No. 12.*

20 **DOCUMENT REQUEST NO. 13:**

21 Please produce all documents evidencing the revenue received by E&T between 2017 and the present.

22 **RESPONSE TO DOCUMENT REQUEST NO. 13:**

23 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
24 parties jointly to maintain the books of account and other records reflecting the results of operation for
25 E&T's Production Facility. Further, NRCP 26 does not permit discovery of E&T's revenues, since such
26 matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not
27 invade the E&T's right to privacy without weighing the needs of the case, the amount in controversy,

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1 the importance of the issues at stake, the potential for finding relevant material, and the importance of
2 the proposed discovery in resolving the issues.

3 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 13:***

4 *After good faith efforts, E&T has not identified any documents responsive to this request except as*
5 *disclosed as part of E&T's supplemental disclosures e-served on October 14, 2021 and identified*
6 *therein as Plaintiff's Documents 00112-00371. Discovery is on-going, and E&T reserves the right*
7 *further to supplement its response to Document Request No. 13.*

8 **DOCUMENT REQUEST NO. 14:**

9 Please produce all documents evidencing the expenditures by E&T between 2017 and the present.
10

11 **RESPONSE TO DOCUMENT REQUEST NO. 14:**

12 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
13 parties jointly to maintain the books of account and other records reflecting the results of operation for
14 E&T's Production Facility. Further, NRCP 26 does not permit discovery of E&T's expenditures, since
15 such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may
16 not invade the E&T's right to privacy without weighing the needs of the case, the amount in
17 controversy, the importance of the issues at stake, the potential for finding relevant material, and the
18 importance of the proposed discovery in resolving the issues.

19 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 14:**

20 *After good faith efforts, E&T has not identified any documents responsive to this request except as*
21 *disclosed as part of E&T's supplemental disclosures e-served on October 14, 2021 and identified*
22 *therein as Plaintiff's Documents 00112-00371. Discovery is on-going, and E&T reserves the right*
23 *further to supplement its response to Document Request No. 14.*

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1 **DOCUMENT REQUEST NO. 15:**

2 Please produce all documents in E&T's possession, custody or control relating to Euphoria, including
3 but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals, employee
4 records, reports, and memorandums.

5 **RESPONSE TO DOCUMENT REQUEST NO. 15:**

6 E&T objects to this request on the basis that it seeks information and knowledge in the possession of
7 Euphoria. Euphoria has possession of its contracts, ledgers, receipts, requests, product sheets, manuals,
8 employee records, reports, and memoranda.

9 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 15:***

10 *After good faith efforts, E&T has not identified any documents responsive to this request except as*
11 *specifically disclosed and identified as part of E&T's disclosures (Plaintiff's Documents 000001-*
12 *00371), the disclosures by Euphoria (Euphoria 000001-004196), the response to the subpoenas to the*
13 *Nevada Department of Taxation and Cannabis Compliance Board (DOT 001-402 and CCB 000001-*
14 *000877), and the responses to the subpoena by Euphoria to non-party, Valjo, Inc. Discovery is on-*
15 *going, and E&T reserves the right further to supplement its response to Document Request No. 15.*

16 **DOCUMENT REQUEST NO. 16:**

17 Please produce all communications in E&T's possession, custody or control, including letters, emails,
18 text messages, facsimiles or any other written communications, related in any manner to Euphoria.

19 **RESPONSE TO DOCUMENT REQUEST NO. 16:**

20 E&T incorporates general objections herein. E&T objects to the underlying request for production, and
21 thus to this request, because asking for "all communications" without any limitation (including a time
22 limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly
23 burdensome, it will require unreasonable efforts and expense on behalf of E&T to identify and/or
24 produce. E&T also objects to this request on the basis that it seeks information and knowledge in the
25 possession of Euphoria.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 16:

After good faith efforts, E&T has not identified any communications responsive to this request except as specifically disclosed and identified as part of E&T's disclosures (Plaintiff's Documents 000001-00371), the disclosures by Euphoria (Euphoria 000001-004196), the response to the subpoenas to the Nevada Department of Taxation and Cannabis Compliance Board (DOT 001-402 and CCB 000001-000877), and the responses to the subpoena by Euphoria to non-party, Valjo, Inc. Discovery is on-going, and E&T reserves the right further to supplement its response to Document Request No. 16.

DOCUMENT REQUEST NO. 17:

Please produce all documents and communications in E&T's possession, custody or control relating to E&T's operations on Euphoria's premises, including contracts with third parties, invoices, receipts, inventories, manuals, internal regulations, employee records, and profit and loss statements.

RESPONSE TO DOCUMENT REQUEST NO. 17:

E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the parties jointly to maintain the books of account and other records reflecting the results of operation for E&T's Production Facility. Any relevant information contained within any documents and communications requested by Euphoria to be produced pursuant to this request for production would be included in these books of account and other records which are in the possession/control of Euphoria.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 17:

After good faith efforts, E&T has not identified any documents or communications responsive to this request except as specifically disclosed and identified as part of E&T's disclosures (Plaintiff's Documents 000001-00371), the disclosures by Euphoria (Euphoria 000001-004196), the response to the subpoenas to the Nevada Department of Taxation and Cannabis Compliance Board (DOT 001-402 and CCB 000001-000877), and the responses to the subpoena by Euphoria to non-party, Valjo, Inc. Discovery is on-going, and E&T reserves the right further to supplement its response to Document Request No. 17.

1 **DOCUMENT REQUEST NO. 18:**

2 Produce all documents and communications in E&T's possession, custody or control relating to the
3 manufacture of marijuana products at the Production Facility.
4

5 **RESPONSE TO DOCUMENT REQUEST NO. 18:**

6 E&T incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
7 parties jointly to maintain the books of account and other records reflecting the results of operation for
8 E&T's Production Facility. Any relevant information contained within any documents and
9 communications requested by Euphoria to be produced pursuant to this request for production would be
10 included in these books of account and other records which are in the possession/control of Euphoria.
11

12 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 18:***

13 *After good faith efforts, E&T has not identified any documents or communications responsive to this*
14 *request except as specifically disclosed and identified as part of E&T's disclosures (Plaintiff's*
15 *Documents 000001-00371), the disclosures by Euphoria (Euphoria 000001-004196), the response to the*
16 *subpoenas to the Nevada Department of Taxation and Cannabis Compliance Board (DOT 001-402 and*
17 *CCB 000001-000877), and the responses to the subpoena by Euphoria to non-party, Valjo, Inc.*
18 *Discovery is on-going, and E&T reserves the right further to supplement its response to Document*
19 *Request No. 18.*

20 **DOCUMENT REQUEST NO. 19:**

21 Produce any documents and communications in E&T's possession, custody or control relating to
22 any equipment belonging to E&T, which used to be or currently is located at Euphoria's production
23 facility, including contracts with third parties, purchase contracts, invoices, receipts, inventories, and
24 manuals.
25
26
27

1 **RESPONSE TO DOCUMENT REQUEST NO. 19:**

2 E&T incorporates general objections herein. Any relevant information contained within any documents
3 and communications requested by Euphoria to be produced pursuant to this request for production are in
4 the possession/control of Euphoria.

5
6 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 19:***

7 *After good faith efforts, E&T has not identified any documents or communications responsive to this*
8 *request except as specifically disclosed and identified as part of (a) E&T's disclosures (Plaintiff's*
9 *Documents 000001-00371), the disclosures by Euphoria (Euphoria 000001-004196), the response to the*
10 *subpoenas to the Nevada Department of Taxation and Cannabis Compliance Board (DOT 001-402 and*
11 *CCB 000001-000877), and the responses to the subpoena by Euphoria to non-party, Valjo, Inc., and (b)*
12 *Plaintiff's Documents 000001-000615. Discovery is on-going, and E&T reserves the right further to*
13 *supplement its response to Document Request No. 19.*

14 **DOCUMENT REQUEST NO. 20:**

15 Produce any documents and communications in E&T's possession, custody or control relating to any
16 equipment E&T leased, borrowed, or otherwise acquired, which used to be or currently is located at
17 Euphoria's production facility, including contracts with third parties, purchase contracts, invoices,
18 receipts, inventories, and manuals.

19
20 **RESPONSE TO DOCUMENT REQUEST NO. 20:**

21 E&T incorporates general objections herein. Any relevant information contained within any documents
22 and communications requested by Euphoria to be produced pursuant to this request for production are in
23 the possession/control of Euphoria.

24 ///

25 ///

26 ///

1 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 20:**

2 *After good faith efforts, E&T has not identified any documents or communications responsive to this*
3 *request except as specifically disclosed and identified as part of (a) E&T's disclosures (Plaintiff's*
4 *Documents 000001-00371), the disclosures by Euphoria (Euphoria 000001-004196), the response to the*
5 *subpoenas to the Nevada Department of Taxation and Cannabis Compliance Board (DOT 001-402 and*
6 *CCB 000001-000877), and the responses to the subpoena by Euphoria to non-party, Valjo, Inc., and (b)*
7 *Plaintiff's Documents 000001-000615. Discovery is on-going, and E&T reserves the right further to*
8 *supplement its response to Document Request No. 20.*

9 **DOCUMENT REQUEST NO. 21:**

10 Produce any documents and communications in E&T's possession, custody or control relating to
11 applying and/or using the results from products, which passed testing, to products, which failed testing.

12 **RESPONSE TO DOCUMENT REQUEST NO. 21:**

13 Objection. This discovery request as phrased is argumentative. It requires the adoption of an
14 assumption, which is improper.

15 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 21:**

16 *No such documents or communications exist.*

17 **DOCUMENT REQUEST NO. 22:**

18 Produce any documents and communications in E&T's possession, custody or control relating to the
19 matter of *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474.

20 **RESPONSE TO DOCUMENT REQUEST NO. 22:**

21 Subject to and without waiving the foregoing objections, E&T will make available for copying or
22 inspection at the office of E&T's counsel in this case all documents and communications which are not
23 publicly available in *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474 and otherwise not
24 subject to any settlement privilege, attorney-client privilege, or other confidentiality.
25
26
27

1 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 22:***

2 *After good faith efforts, E&T has not identified any documents responsive to this request except*
3 *documents disclosed by Valjo, Inc. in response to the subpoena by Euphoria. Discovery is on-going,*
4 *and E&T reserves the right further to supplement its response to Document Request No. 22.*

5
6 **DOCUMENT REQUEST NO. 23:**

7 Produce any documents and communications in E&T's possession, custody or control relating to GB
8 Sciences, including contracts, invoices, receipts, inventories, and order confirmations.

9 **RESPONSE TO DOCUMENT REQUEST NO. 23:**

10 E&T incorporates general objections herein. The term "GB Sciences" is not defined. Further, E&T
11 objects to the underlying request for production, and thus to this request, because asking for "any
12 documents and communications" without any limitation (including a time limitation) is impermissibly
13 overbroad. Because the information sought is overbroad and unduly burdensome, it will require
14 unreasonable efforts and expense on behalf of E&T to identify and/or produce. Section 7.1 of the Joint
15 Venture Agreement requires the parties jointly to maintain the books of account and other records
16 reflecting the results of operation for E&T's Production Facility. Any relevant information contained
17 within any documents requested by Euphoria to be produced pursuant to this request for production
18 would be included in these books of account and other records which are in the possession/control of
19 Euphoria. Subject to the forgoing objections, E&T has not identified any documents or communications
20 responsive to Euphoria's request. However, discovery is on-going, and E&T reserves the right to
21 supplement its response.

22 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 23:***

23 *After good faith efforts, E&T has not identified any documents responsive to this request. Discovery is*
24 *on-going, and E&T reserves the right further to supplement its response to Document Request No. 23.*

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1 **DOCUMENT REQUEST NO. 24:**

2 Produce any documents and communications in E&T's possession, custody or control relating to ACC
3 Enterprises LLC, including contracts, invoices, receipts, inventories, and order confirmations.

4 **RESPONSE TO DOCUMENT REQUEST NO. 24:**

5 E&T incorporates general objections herein. The term "ACC Enterprises LLC" is not defined. Further,
6 E&T objects to the underlying request for production, and thus to this request, because asking for "any
7 documents and communications" without any limitation (including a time limitation) is impermissibly
8 overbroad. Because the information sought is overbroad and unduly burdensome, it will require
9 unreasonable efforts and expense on behalf of E&T to identify and/or produce. Section 7.1 of the Joint
10 Venture Agreement requires the parties jointly to maintain the books of account and other records
11 reflecting the results of operation for E&T's Production Facility. Any relevant information contained
12 within any documents requested by Euphoria to be produced pursuant to this request for production
13 would be included in these books of account and other records which are in the possession/control of
14 Euphoria. Subject to the forgoing objections, E&T has not identified any documents or communications
15 responsive to Euphoria's request. However, discovery is on-going, and E&T reserves the right to
16 supplement its response.

17 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 24:***

18 *After good faith efforts, E&T has not identified any documents responsive to this request. Discovery is*
19 *on-going, and E&T reserves the right further to supplement its response to Document Request No. 24.*

20 **DOCUMENT REQUEST NO. 25:**

21 Produce any documents and communications in E&T's possession, custody or control relating to any
22 and all submissions of failed testing to the Nevada Cannabis Compliance Board and/or the State
23 Department of Agriculture between July 7, 2017 and the present day.

24 **RESPONSE TO DOCUMENT REQUEST NO. 25:**

25 E&T incorporates general objections herein. The phrase "State Department of Agriculture" is not
26 defined. Further, E&T objects to the underlying request for production, and thus to this request, because
27 asking for "all documents and communications" by and between E&T and the Cannabis Compliance

PETITIONER'S APPENDIX NO. 00167

1 Board without any limitation (including a limitation on matters involving only E&T and Euphoria) is
2 impermissibly overbroad. Because the information sought is overbroad and unduly burdensome, it will
3 require unreasonable efforts and expense on behalf of E&T to identify and/or produce. In addition, E&T
4 also objects to this request on the basis that it seeks information and knowledge in the possession of
5 Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of the
6 investigation is presently unknown. Additionally, asking for the identification of “all documents and
7 communications” seeks to obtain counsel’s mental impressions, conclusions, opinions and legal theories.
8 Therefore, E&T objects to this request on the basis of the attorney-client privilege and the attorney
9 work-product doctrine. Subject to the forgoing objections, E&T has not identified any documents or
10 communications responsive to Euphoria’s request. However, discovery is on-going, and E&T reserves
11 the right to supplement its response.

12 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 25:***

13 *After good faith efforts, E&T has not identified any documents responsive to this request. Discovery is*
14 *on-going, and E&T reserves the right further to supplement its response to Document Request No. 25.*

15 **DOCUMENT REQUEST NO. 26:**

16 Produce any documents and communications in E&T’s possession, custody or control relating to any
17 and all products which failed testing between July 7, 2017 and the present day.

18 **RESPONSE TO DOCUMENT REQUEST NO. 26:**

19 E&T objects to this request on the basis that it seeks information and knowledge in the possession of
20 Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of the
21 investigation is presently unknown. Additionally, asking for the identification of “all documents and
22 communications” seeks to obtain counsel’s mental impressions, conclusions, opinions and legal theories.
23 Therefore, E&T objects to this request on the basis of the attorney-client privilege and the attorney
24 work-product doctrine. Subject to the forgoing objections, E&T has not identified any documents or
25 communications responsive to Euphoria’s request. However, discovery is on-going, and E&T reserves
26 the right to supplement its response.

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SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 26:

After good faith efforts, E&T has not identified any documents responsive to this request. Discovery is on-going, and E&T reserves the right further to supplement its response to Document Request No. 26.

DOCUMENT REQUEST NO. 27:

Produce any Document in Your possession, custody, or control regarding any of Your business dealings with Nye Natural Medicinal Solutions, LLC, including, but not limited to, all communications and agreements.

RESPONSE TO DOCUMENT REQUEST NO. 27:

Subject to and without waiving the foregoing objections, E&T has not identified any documents responsive to this request. However, discovery is on-going, and E&T reserves the right to supplement its response.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 27:

After good faith efforts, E&T has not identified any documents responsive to this request. Discovery is on-going, and E&T reserves the right further to supplement its response to Document Request No. 27.

DOCUMENT REQUEST NO. 28:

Produce any Document in Your possession, custody, or control regarding any of Your communications with Joseph Kennedy regarding this litigation.

RESPONSE TO DOCUMENT REQUEST NO. 28:

Subject to and without waiving the foregoing objections, E&T has not identified any documents that are responsive to this request. However, discovery is on-going, and E&T reserves the right to supplement its response.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 28:

After good faith efforts, E&T has not identified any documents responsive to this request. Discovery is on-going, and E&T reserves the right further to supplement its response to Document Request No. 28.

1 **DOCUMENT REQUEST NO. 29:**

2 Produce any Document in Your possession, custody, or control regarding Valjo's asserted security
3 interest in any assets belonging to E&T, including, but not limited to, all loan documents, loan
4 communications, loan drafts, loan demands, loan defaults, and loan negotiations.

5
6 **RESPONSE TO DOCUMENT REQUEST NO. 29:**

7 Subject to and without waiving the foregoing objections, E&T will make available for copying or
8 inspection at the office of E&T's counsel in this case all documents which are not publicly available in
9 *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474 and otherwise not subject to any settlement
10 privilege, attorney-client privilege, or other confidentiality.

11 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 29:***

12 *After good faith efforts, E&T has not identified any documents responsive to this request except*
13 *documents disclosed by Valjo, Inc. in response to the subpoena by Euphoria. Discovery is on-going,*
14 *and E&T reserves the right further to supplement its response to Document Request No. 29.*

15 **DOCUMENT REQUEST NO. 30:**

16 Produce any Document in Your possession, custody, or control regarding E&T's promissory note dated
17 April 1, 2019 in favor of Valjo, including, but not limited to, all loan communications, loan documents,
18 loan drafts, loan demands, loan defaults, and loan negotiations.

19
20 **RESPONSE TO DOCUMENT REQUEST NO. 30:**

21 Subject to and without waiving the foregoing objections, E&T will make available for copying or
22 inspection at the office of E&T's counsel in this case all documents which are not publicly available in
23 *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474 and otherwise not subject to any settlement
24 privilege, attorney-client privilege, or other confidentiality.

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1 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 30:***

2 *After good faith efforts, E&T has not identified any documents responsive to this request except*
3 *documents disclosed by Valjo, Inc. in response to the subpoena by Euphoria. Discovery is on-going,*
4 *and E&T reserves the right further to supplement its response to Document Request No. 30.*

5
6 **DOCUMENT REQUEST NO. 31:**

7 Produce any Document in Your possession, custody, or control regarding Valjo's confession of
8 judgment in *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474, including, but not limited to, all
9 communications, demands, and negotiations.

10 **RESPONSE TO DOCUMENT REQUEST NO. 31:**

11
12 Subject to and without waiving the foregoing objections, E&T will make available for copying or
13 inspection at the office of E&T's counsel in this case all documents which are not publicly available in
14 *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474 and otherwise not subject to any settlement
15 privilege, attorney-client privilege, or other confidentiality.

16 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 31:***

17 *After good faith efforts, E&T has not identified any documents responsive to this request except*
18 *documents disclosed by Valjo, Inc. in response to the subpoena by Euphoria. Discovery is on-going,*
19 *and E&T reserves the right further to supplement its response to Document Request No. 31.*

20 **DOCUMENT REQUEST NO. 32:**

21 Produce any Document in Your possession, custody, or control regarding the collateral described in
22 Valjo's filed Confession of Judgment in the *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474.

23
24 **RESPONSE TO DOCUMENT REQUEST NO. 32:**

25 Subject to and without waiving the foregoing objections, E&T will make available for copying or
26 inspection at the office of E&T's counsel in this case all documents which are not publicly available in
27

1 *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474 and otherwise not subject to any settlement
2 privilege, attorney-client privilege, or other confidentiality.

3 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 32:***

4 *After good faith efforts, E&T has not identified any documents responsive to this request except*
5 *documents disclosed by Valjo, Inc. in response to the subpoena by Euphoria and Plaintiff's Documents*
6 *No. 000432-000615. Discovery is on-going, and E&T reserves the right further to supplement its*
7 *response to Document Request No. 32.*

8 **DOCUMENT REQUEST NO. 33:**

9 Produce any Document in Your possession, custody, or control regarding Valjo's attempt to obtain the
10 collateral identified in *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474, including, but not
11 limited to, all attempts to access to the premises located at 5900 Emerald Avenue, Las Vegas, Nevada
12 89122.

13
14 **RESPONSE TO DOCUMENT REQUEST NO. 33:**

15 Subject to and without waiving the foregoing objections, E&T will make available for copying or
16 inspection at the office of E&T's counsel in this case all documents which are not publicly available in
17 *Valjo, Inc. v. E&T Ventures, LLC*, Case No. A-19-7986474 and otherwise not subject to any settlement
18 privilege, attorney-client privilege, or other confidentiality.

19 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 33:***

20 *After good faith efforts, E&T has not identified any documents responsive to this request except*
21 *documents disclosed by Valjo, Inc. in response to the subpoena by Euphoria. Discovery is on-going,*
22 *and E&T reserves the right further to supplement its response to Document Request No. 33.*

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Please provide the name and current addresses of the principals of E&T.

E&T incorporates general objections herein. The term “principals” is not defined. NRCP 26 does not permit discovery of the personal addresses of members and managers of E&T (assuming they are principals), since such matters are not relevant and cannot lead to the discovery of admissible evidence. The members and managers of E&T are not parties to this case. Discovery may not invade the right to privacy of these individuals without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

For purposes of responding to this Interrogatory, E&T will assume the term “principals” mean the members of E&T. The members of E&T are Alex and Kristin Taracki. E&T is informed and believes based on available records for E&T that Mr. and Mrs. Taracki’s address is as follows:

2244 Summerwind Circle
Henderson 89053

Provide the date E&T first received the document attached hereto as Exhibit 1 and identify each and every step taken by E&T to explain the Variances set forth on Exhibit 1.

E&T incorporates general objections herein. There is no Exhibit 1 attached to the interrogatories.

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2 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2:**

3 *Euphoria through counsel provided a copy of the documents which it has identified as “Exhibit 1” on*
4 *March 5, 2021 via email to E&T’s counsel. It is not clear whether that Exhibit 1 is the same exhibit*
5 *attached to the License Incident Report made by Nicole Lovelock to the Nevada Department of Taxation*
6 *on March 15, 2019 on behalf of Euphoria. The incident report was first disclosed by Euphoria to E&T*
7 *in this case on February 16, 2021. E&T fully cooperated with the investigation arising from the License*
8 *Incident Report made by Nicole Lovelock to the Nevada Department of Taxation on March 15, 2019 on*
9 *behalf of Euphoria, as confirmed by Letter to Nicole Lovelock, dated April 5, 2021, and disclosed as*
10 *Plaintiff’s Documents No. 000428-000431. Such facts are confirmed by documents produced by the*
11 *Nevada Department of Taxation and Cannabis Compliance Board. For documents pertaining to the*
12 *investigation arising from Euphoria’s incident report, see DOT 001-402 and CCB 000001-000877.*

13 **INTERROGATORY NO. 3:**

14 Please identify each and every step taken by E&T to explain the Variances set forth on Exhibit 1 to
15 Euphoria.

16 **RESPONSE TO INTERROGATORY NO. 3:**

17 E&T incorporates general objections herein. There is no Exhibit 1 attached to the interrogatories.
18

19 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3:**

20 *Euphoria through counsel provided a copy of the documents which it has identified as “Exhibit 1” on*
21 *March 5, 2021 via email to E&T’s counsel. It is not clear whether that Exhibit 1 is the same exhibit*
22 *attached to the License Incident Report made by Nicole Lovelock to the Nevada Department of Taxation*
23 *on March 15, 2019 on behalf of Euphoria. The incident report was first disclosed by Euphoria to E&T*
24 *in this case on February 16, 2021. E&T fully cooperated with the investigation arising from the License*
25 *Incident Report made by Nicole Lovelock to the Nevada Department of Taxation on March 15, 2019 on*
26 *behalf of Euphoria, as confirmed by Letter to Nicole Lovelock, dated April 5, 2021, and disclosed as*
27 *Plaintiff’s Documents No. 000428-000431. Such facts are confirmed by documents produced by the*

1 Nevada Department of Taxation and Cannabis Compliance Board. For documents pertaining to the
2 investigation arising from Euphoria's incident report, see DOT 001-402 and CCB 000001-000877.

3
4 **INTERROGATORY NO. 4:**

5 Please provide the date E&T paid GB Sciences and explain why E&T did not identify each and every
6 step taken by E&T to explain the Variances set forth on Exhibit 1.

7
8 **RESPONSE TO INTERROGATORY NO. 4:**

9 E&T incorporates general objections herein. The interrogatory is compound. There is no Exhibit 1
10 attached to the interrogatories.

11 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:**

12 *After good faith inquiry, E&T is not aware that any amounts are due and owing to GB Sciences from*
13 *E&T. For other information requested by Interrogatory No. 4 on Variances, please see responses and*
14 *objections to Interrogatory Nos. 2, 3 and 5 (including E&T's supplemental responses and objections).*

15 **INTERROGATORY NO. 5:**

16 Please provide a detailed explanation of E&T's understanding of how the Variances came to be.

17
18 **RESPONSE TO INTERROGATORY NO. 5:**

19 E&T incorporates general objections herein. The term "Variances" is defined in terms of Exhibit 1.
20 There is no Exhibit 1 attached to the interrogatories. Further, the phrase "came to be" is vague,
21 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
22 of the question.

23 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5:**

24 *Based on information and belief, to the extent any Variances existed, they were primarily the result of*
25 *information recorded in METRC in error. Euphoria through counsel provided a copy of the documents*
26 *which it has identified as "Exhibit 1" on March 5, 2021 via email to E&T's counsel. It is not clear*
27 *whether that Exhibit 1 is the same exhibit attached to the License Incident Report made by Nicole*

1 Lovelock to the Nevada Department of Taxation on March 15, 2019 on behalf of Euphoria. The incident
2 report was first disclosed by Euphoria to E&T in this case on February 16, 2021. E&T fully cooperated
3 with the investigation arising from the License Incident Report made by Nicole Lovelock to the Nevada
4 Department of Taxation on March 15, 2019 on behalf of Euphoria, as confirmed by Letter to Nicole
5 Lovelock, dated April 5, 2021, and disclosed as Plaintiff's Documents No. 000428-000431. Such facts
6 are confirmed by documents produced by the Nevada Department of Taxation and Cannabis
7 Compliance Board. For documents pertaining to the investigation arising from Euphoria's incident
8 report, see DOT 001-402 and CCB 000001-000877.

8 **INTERROGATORY NO. 6:**

9 Please provide E&T's basis for the allegation that "E&T determined that many, if not all, of the
10 Variances were due to simple data entry errors in Metrc."

11
12 **RESPONSE TO INTERROGATORY NO. 6:**

13 E&T incorporates general objections herein. The term "Variances" is defined in terms of Exhibit 1.
14 There is no Exhibit 1 attached to the interrogatories.

15 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 6:**

16 *Based on a review of information provided by Euphoria, to the extent any Variances existed, they were*
17 *primarily the result of information recorded in METRC in error. Euphoria through counsel provided a*
18 *copy of Exhibit 1 on March 5, 2021 via email. It is not clear whether that Exhibit 1 is the same exhibit*
19 *attached to the License Incident Report made by Nicole Lovelock to the Nevada Department of Taxation*
20 *on March 15, 2019 on behalf of Euphoria. The incident report was first disclosed by Euphoria to E&T*
21 *in this case on February 16, 2021. E&T fully cooperated with the investigation arising from the License*
22 *Incident Report made by Nicole Lovelock to the Nevada Department of Taxation on March 15, 2019 on*
23 *behalf of Euphoria, as confirmed by Letter to Nicole Lovelock, dated April 5, 2021, and disclosed as*
24 *Plaintiff's Documents No. 000428-000431. Such facts are confirmed by documents produced by the*
25 *Nevada Department of Taxation and Cannabis Compliance Board. For documents pertaining to the*
investigation arising from Euphoria's incident report, see DOT 001-402 and CCB 000001-000877.

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3 **INTERROGATORY NO. 7:**

4 Please provide a detailed explanation of E&T's investigation of the Variances and state who performed
5 the investigation, the data used to conduct the investigation, the evaluation of the data, the
6 conclusions/results of the investigation, and identity the documents used to investigate the Variances.
7

8 **RESPONSE TO INTERROGATORY NO. 7:**

9 E&T incorporates general objections herein. The term "Variances" is defined in terms of Exhibit 1.
10 There is no Exhibit 1 attached to the interrogatories.
11

12 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 7:***

13 *Euphoria prevented E&T from performing a complete investigation into Variances despite good faith*
14 *efforts to participate. Euphoria through counsel provided a copy of Exhibit 1 on March 5, 2021 via*
15 *email. It is not clear whether that Exhibit 1 is the same exhibit attached to the License Incident Report*
16 *made by Nicole Lovelock to the Nevada Department of Taxation on March 15, 2019 on behalf of*
17 *Euphoria. The incident report was first disclosed by Euphoria to E&T in this case on February 16,*
18 *2021. E&T fully cooperated with the investigation arising from the License Incident Report made by*
19 *Nicole Lovelock to the Nevada Department of Taxation on March 15, 2019 on behalf of Euphoria, as*
20 *confirmed by Letter to Nicole Lovelock, dated April 5, 2021, and disclosed as Plaintiff's Documents No.*
21 *000428-000431. Such facts are confirmed by documents produced by the Nevada Department of*
22 *Taxation and Cannabis Compliance Board. For documents pertaining to the investigation arising from*
23 *Euphoria's incident report, see DOT 001-402 and CCB 000001-000877.*

24 **INTERROGATORY NO. 8:**

25 Please identify any and all instances of inspections, audits, notices of potential violations, notices of
26 violations, and/or administrative holds to E&T from the Department for the past five (5) years, including
27 but not limited to the date, reason for inspection/potential violation/violation, and whether E&T cured
the violation.

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3 **RESPONSE TO INTERROGATORY NO. 8:**

4 E&T incorporates general objections herein. E&T objects to the underlying request because the request
5 is compound. E&T also objects on the basis that it seeks information and knowledge in the possession
6 of Euphoria, which initiated the investigation by the Nevada Department of Taxation and the status of
7 the investigation is presently unknown. Subject to the forgoing objections, E&T is not aware of any
8 instances of inspections, audits, notices of potential violations, notices of violations, and/or
9 administrative holds issued to E&T from the Nevada Department of Taxation. However, discovery is
10 on-going, and E&T reserves the right to supplement its response.

11 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8:***

12 *After good faith efforts, E&T has not identified any documents responsive to this request. E&T is not*
13 *licensed as a marijuana/cannabis establishment regulated by the Nevada Department of Taxation or the*
14 *Cannabis Compliance Board.*

15 **INTERROGATORY NO. 9:**

16 Please describe in detail the current status of each and every Department investigation into E&T.

17 **RESPONSE TO INTERROGATORY NO. 9:**

18 E&T incorporates general objections herein. E&T objects on the basis that it seeks information and
19 knowledge in the possession of Euphoria, which initiated the investigation by the Nevada Department of
20 Taxation and the status of the investigation is presently unknown. Subject to the forgoing objections,
21 E&T is not aware of any instances of investigations of E&T by the Nevada Department of Taxation.
22 However, discovery is on-going, and E&T reserves the right to supplement its response.

23 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 9:***

24 *E&T is not licensed as a marijuana/cannabis establishment regulated by the Nevada Department of*
25 *Taxation or the Cannabis Compliance Board. Accordingly, E&T is not aware of any investigation by*
26 *the Nevada Department of Taxation or the Cannabis Compliance Board "into E&T." To the extent that*
27

1 *the investigation which occurred as a result of the License Incident Report made by Nicole Lovelock to*
2 *the Nevada Department of Taxation on March 15, 2019 on behalf of Euphoria included an investigation*
3 *“into E&T,” Euphoria has been informed at the deposition for the person most knowledgeable for the*
4 *Nevada Department of Taxation and the Cannabis Compliance Board that all such investigations are*
5 *closed. E&T confirms the same and notes that no action was taken by the Nevada Department of*
6 *Taxation or the Cannabis Compliance Board as a result of Euphoria’s report. During the time E&T*
7 *operated the production facility at issue, Darlene Purdy, the managing director for Euphoria, was the*
8 *marijuana/cannabis agent responsible for inventory controls under Nevada law. To the extent there*
9 *were any variances between physical inventory and METRC, which served as the basis for Euphoria’s*
10 *incident report, Euphoria is solely responsible under Nevada law as the licensed marijuana/cannabis*
11 *establishment (production facility).*

12 **INTERROGATORY NO. 10:**

13 Please identify the name and contact information of the person or persons who made any complaints to
14 the Department against E&T between January 2019 and the present day, and state with specificity the
15 contents of the complaints.

16 **RESPONSE TO INTERROGATORY NO. 10:**

17 E&T incorporates general objections herein. The interrogatory is compound. E&T further objects on
18 the basis that it seeks information and knowledge in the possession of Euphoria, which initiated the
19 investigation by the Nevada Department of Taxation and the status of the investigation is presently
20 unknown. Subject to the forgoing objections, E&T has no information to produce. However, discovery
21 is on-going, and E&T reserves the right to supplement its response.

22 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10:**

23 *After good faith efforts, E&T has not identified any such person other than as disclosed by Euphoria in*
24 *its supplemental responses to E&T’s Interrogatories (specifically Interrogatory No. 17) e-served on*
25 *October 15, 2021. E&T is not licensed as a marijuana/cannabis establishment regulated by the Nevada*
26 *Department of Taxation or the Cannabis Compliance Board. E&T incorporates herein by reference its*

1 *supplemental response to Interrogatory No. 9 and confirms that it was not aware of investigation as the*
2 *result of any complaint by the person disclosed by Euphoria.*

3 **INTERROGATORY NO. 11:**

4 Please provide a detailed explanation of E&T's actions and efforts to investigate and/or cure the default
5 identified in the Notice.

6
7 **RESPONSE TO INTERROGATORY NO. 11:**

8 E&T incorporates general objections herein. The interrogatory is compound. E&T further objects on
9 the basis that it seeks information and knowledge in the possession of Euphoria, which initiated the
10 investigation by the Nevada Department of Taxation and the status of the investigation is presently
11 unknown. Subject to the foregoing objections and without waiving the same, E&T notes that Euphoria
12 closed E&T's Production Facility on or about March 15, 2019 and excluded E&T from investigating the
13 matters reported by Euphoria to the Nevada Department of Taxation. However, discovery is on-going,
14 and E&T reserves the right to supplement its response.

15 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:***

16 *Euphoria purportedly conducted an inventory audit of the production facility operated by E&T between*
17 *March 11, 2019 and March 14, 2019. The results of the audit were attached to a License Incident*
18 *Report made by Nicole Lovelock to the Nevada Department of Taxation on March 15, 2019 on behalf of*
19 *Euphoria. On the same date (March 15, 2019), Euphoria prepared and served E&T with a "notice of*
20 *default" and "notice to cure." In the notice provided to E&T, Euphoria provided E&T ten (10)*
21 *business days to cure (which date was March 29, 2019). Euphoria also locked-down the facility at 8am*
22 *on March 15, 2019 and prohibited E&T from accessing the facility (including even to remove its*
23 *fixtures, furniture and equipment). According to Euphoria's notice, E&T was required to explain and*
24 *document the cause of each variance. On March 27, 2019 (before the cure period expired and the*
25 *investigation completed), Euphoria communicated to the Nevada Department of Taxation that the*
26 *variances were the fault of E&T, and Euphoria "will be terminating E&T." On April 4, 2019, Euphoria*
27 *communicated to the Nevada Department of Taxation its "Complete Investigation Results." E&T was*
not provided an opportunity to explain the variances or confirm the results of Euphoria's investigation.

1 *On May 22, 2019, Euphoria (though its managing director, Darlene Purdy), terminated the joint venture*
2 *between E&T and Euphoria.*

3 *E&T is not licensed as a marijuana/cannabis establishment regulated by the Nevada Department of*
4 *Taxation or the Cannabis Compliance Board. However, E&T fully cooperated with the investigation*
5 *arising from the License Incident Report made by Nicole Lovelock to the Nevada Department of*
6 *Taxation on March 15, 2019 on behalf of Euphoria, as confirmed by Letter to Nicole Lovelock, dated*
7 *April 5, 2021, and disclosed as Plaintiff's Documents No. 000428-000431. Euphoria has been informed*
8 *at the deposition for the person most knowledgeable for the Nevada Department of Taxation and the*
9 *Cannabis Compliance Board that all such investigations are closed. E&T confirms the same and notes*
10 *that no action was taken by the Nevada Department of Taxation or the Cannabis Compliance Board as*
11 *a result of Euphoria's report. During the time E&T operated the production facility at issue, Darlene*
12 *Purdy, the managing director for Euphoria Wellness, was the marijuana/cannabis agent responsible for*
13 *inventory controls under Nevada law. To the extent there were any variances between physical*
14 *inventory and METRC, Euphoria is solely responsible under Nevada law as the licensed*
15 *marijuana/cannabis establishment (production facility). The Nevada Department of Taxation and the*
16 *Cannabis Compliance Board disclosed all relevant documents in connection with any investigation as a*
17 *result of the incident report filed by Euphoria.*

18 **INTERROGATORY NO. 12:**

19 Please provide a detailed explanation of what E&T would do after a product, such as Keef Life and Keef
20 Cola, failed lab results.

21 **RESPONSE TO INTERROGATORY NO. 12:**

22 E&T incorporates general objections herein. The interrogatory is compound. The terms "Keef Life"
23 and "Keef Cola" are not defined. Further, it is not clear what is meant for a product "to fail lab results."
24 The question is vague, ambiguous, and unintelligible so as to make a response impossible without
25 speculation as to the meaning of the question. E&T further objects on the basis that the interrogatory
26 calls for speculation.

27 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 12:**

PETITIONER'S APPENDIX NO. 00181

1 If a cannabis product fails testing, E&T's response depends on the basis for the failure (microbial screen
2 test failure or quality assurance test failure). Options upon failure are set forth in NAC 453D.790,
3 which E&T would follow for any cannabis product including "Keef Life" and "Keef Cola."

4 **INTERROGATORY NO. 13:**

5 Please describe in detail every time E&T, its employees, agents or principals, applied and/or used the
6 results from products, which passed testing, to products, which failed testing, including the dates that
7 happened, the person/s who authorized it, and a description of the products.

8
9 **RESPONSE TO INTERROGATORY NO. 13:**

10 E&T incorporates general objections herein. The interrogatory is compound. E&T further objects on
11 the basis that the interrogatory is argumentative.

12 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 13:***

13 *E&T is not informed any such circumstances existed.*
14

15 **INTERROGATORY NO. 14:**

16 Please provide a detailed description of each piece of equipment after July 1, 2017, which was or still
17 is in Euphoria's Production Facility, that E&T, its agents, officers, and/or managers, purchased, leased,
18 or obtained on behalf of or for E&T.

19
20 **RESPONSE TO INTERROGATORY NO. 14:**

21 E&T incorporates general objections herein. The interrogatory is compound. The question is vague,
22 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
23 of the question.

24 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 14:***

25 *The equipment which is the subject of the dispute is described in Plaintiff's Documents No. 000432-*
26 *000615 and Euphoria's Documents Nos. EW 000133-000179. Discovery is on-going, and E&T*
27 *reserves the right further to supplement its response to Interrogatory No. 14.*

1 ///

2
3
4 **INTERROGATORY NO. 15:**

5 Please identify with specificity all the equipment E&T claims Euphoria withheld, including the type of
6 equipment, the purchase date, the purchase price, the current owner, and the date it was removed from
7 Euphoria's Production Facility.

8
9 **RESPONSE TO INTERROGATORY NO. 15:**

10 E&T incorporates general objections herein. The interrogatory is compound. The term "withheld" is
11 not defined. The question is vague, ambiguous, and unintelligible so as to make a response impossible
12 without speculation as to the meaning of the question.

13 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 15:***

14 *The equipment which is the subject of the dispute is described in Plaintiff's Documents No. 000432-*
15 *000615 and Euphoria's Documents Nos. EW 000133-000179. Discovery is on-going, and E&T*
16 *reserves the right further to supplement its response to Interrogatory No. 15.*

17
18 **INTERROGATORY NO. 16:**

19 Please provide a detailed description of the nature and extent of E&T's relationship with ACC
20 Enterprises LLC.

21 **RESPONSE TO INTERROGATORY NO. 16:**

22 E&T incorporates general objections herein. The interrogatory is compound. The term "ACC
23 Enterprises LLC" is not defined.

24 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 16:***

25 *E&T does not have any relationship with ACC Enterprises LLC. E&T is not affiliated with, related to,*
26 *or have any common members or managers with ACC Enterprises LLC.*

1 **INTERROGATORY NO. 17:**

2 Please provide a detailed description of E&T's contracts and payment history with ACC Enterprises
3 LLC, including all sales, payments made, and payments owed.

4 **RESPONSE TO INTERROGATORY NO. 17:**

5 E&T incorporates general objections herein. The interrogatory is compound. The term "ACC
6 Enterprises LLC" is not defined.

7 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 17:***

8 *After good faith efforts, E&T has not identified any documents responsive to this request. Discovery is*
9 *on-going, and E&T reserves the right further to supplement its response to Interrogatory No. 17.*

10
11
12
13 DATED this 25th day of October, 2021.

14 **LAW OFFICE OF MITCHELL STIPP**

15 */s/ Mitchell Stipp*

16 _____
17 MITCHELL STIPP, ESQ.
18 Nevada Bar. No. 7531
19 1180 N. Town Center Drive, Suite 100
20 Las Vegas, Nevada 89144
21 Telephone: 702.602.1242
22 mstipp@stipplaw.com
23 *Attorneys for E&T Ventures, LLC*
24
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/s/ *Kristin Taracki*

Kristina Taracki, Authorized Agent for
E&T Ventures, LLC

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CERTIFICATE OF SERVICE

I served the foregoing document described as “**FIRST SUPPLEMENTAL RESPONSES AND OBJECTIONS TO REQUESTS FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES**” on this 25th day of October, 2021, using the electronic filings system of the clerk of the court, to all interested parties.

/s/ Amy Hernandez

LAW OFFICE OF MITCHELL STIPP

EXHIBIT “G”

EXHIBIT “G”

MITCHELL D. STIPP, ESQ.
Nevada Bar No. 7531
LAW OFFICE OF MITCHELL STIPP
1180 N. Town Center Drive, Suite 100
Las Vegas, Nevada 89144
Telephone: 702.602.1242
mstipp@stipplaw.com
Attorneys for Miral Consulting, LLC

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

E&T VENTURES, LLC, a Nevada limited
liability company,

Plaintiff,

v.

EUPHORIA WELLNESS, LLC, a Nevada
limited liability company; DOE Individuals I-
X, inclusive; and ROE ENTITIES 1-10,
inclusive;

Defendants.

CASE NO.: A-19-796919-B
DEPT. NO.: XXX1

AND RELATED MATTERS

FIRST SUPPLEMENTAL RESPONSES AND OBJECTIONS TO REQUESTS
FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES

TO: EUPHORIA WELLNESS, LLC (“Euphoria”)

TO: JONES LOVELOCK, attorneys for above.

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PETITIONER'S APPENDIX NO. 00188

1 Miral Consulting, LLC, a Nevada limited liability company (“MIRAL”), by and through its
2 attorneys, and pursuant to Rules 33 and 34 of the Nevada Rules of Civil Procedure, supplements its
3 responses and objections to the requests for the production of documents and interrogatories by
4 Euphoria as set forth below (supplemental responses and objections in italics and strike-through font):

5
6 **PRELIMINARY STATEMENT**

7 1. MIRAL’s investigation and development of all facts and circumstances relating to this action is
8 ongoing. These responses and objections are made without prejudice to, and are not a waiver of,
9 MIRAL’s right to rely on other facts or documents at trial.

10 2. By making the accompanying responses and objections, MIRAL does not waive, and hereby
11 expressly reserves, its right to assert any and all objections as to the admissibility of such responses into
12 evidence in this action, or in any other proceedings, on any and all grounds including, but not limited to,
13 competency, relevancy, materiality, and privilege. Further, MIRAL makes the responses and objections
14 herein without in any way implying that it considers the requests, and responses to the requests, to be
15 relevant or material to the subject matter of the trial.

16 3. MIRAL will produce responsive documents only to the extent that such documents are in the
17 possession, custody, or control of MIRAL, as set forth in the Nevada Rules of Civil Procedure.
18 MIRAL’s possession, custody, or control does not include any constructive possession that may be
19 conferred by MIRAL’s right or power to compel the production of documents or information from third
20 parties or to request their production from its managers, members or their respective affiliates.

21 4. A response to a document request stating that objections and/or indicating that documents will be
22 produced shall not be deemed or construed that there are, in fact, responsive documents, that MIRAL
23 performed any of the acts described in the document request or definitions and/or instructions applicable
24 to the document request, or that MIRAL acquiesces in the characterization of the conduct or activities
25 contained in the document request or definitions and/or instructions applicable to the document request.

26 5. MIRAL expressly reserves the right to supplement, clarify, revise, or correct any or all of the
27 responses and objections herein, and to assert additional objections or privileges, in one or more
subsequent supplemental response(s).

7. Publicly available documents including, but not limited to, court papers and documents available
on the Internet, will not be produced.

1 8. For purposes of MIRAL's responses and objections, the following terms shall have the meanings
2 ascribed to them below:

3 (a) "Joint Venture Agreement" means the First Amended and Restated Agreement dated
4 October 5, 2017, between Euphoria and E&T Ventures, LLC (together with any amendments or
5 supplements thereto).

6 (b) "E&T's Production Facility" means the "Production Facility" as defined in the Joint
7 Venture Agreement.

8 **GENERAL OBJECTIONS**

9 1. MIRAL objects to each instruction, definition, and document request to the extent that it purports
10 to impose any requirement or discovery obligation greater than or different from those under the Nevada
11 Rules of Civil Procedure.

12 2. MIRAL objects to each document request that is overly broad, unduly burdensome, or not
13 reasonably calculated to lead to the discovery of admissible evidence.

14 3. MIRAL objects to each document request to the extent that it calls for production of a privilege
15 log for internal documents of MIRAL. A request for such a log is unreasonable and unduly burdensome
16 in light of the work product doctrine, deliberative process privilege, and other privileges protecting such
internal documents from discovery.

17 4. MIRAL objects to each instruction, definition, and document request to the extent that it seeks
18 documents protected from disclosure by the attorney- client privilege, deliberative process privilege,
19 attorney work product doctrine, or any other applicable privilege. Should any such disclosure by
20 MIRAL occur, it is inadvertent and shall not constitute a waiver of any privilege.

21 5. MIRAL objects to each instruction, definition, and document request as overbroad and unduly
22 burdensome to the extent it seeks documents or information that are readily or more accessible to
23 Euphoria from its own files, from documents or information in Euphoria's possession, or from
24 documents or information previously produced by MIRAL in arbitration, mediation, or litigation to
25 which Euphoria is/was a party. Responding to such requests would be oppressive, unduly burdensome,
26 and unnecessarily expensive, and the burden of responding to such requests is substantially the same or
less for Euphoria as for MIRAL. All such documents and information will not be produced.

1 6. Any document requests that call for the production of documents and information that were
2 produced to MIRAL by other persons and that may contain confidential, proprietary, or trade secret
3 information will not be produced.

4 7. MIRAL incorporates by reference every general objection set forth above into each specific
5 response set forth below. A specific response may repeat a general objection for emphasis or some other
6 reason. The failure to include any general objection in any specific response does not waive any general
7 objection to that request. Moreover, MIRAL does not waive its right to amend its responses on or before
8 trial.

9 **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

10 1. MIRAL objects to the definition of “document” or “documents” to the extent that it purports to
11 impose obligations greater than those set forth in the Nevada Rules of Civil Procedure.

12 2. MIRAL further objects to the definition of “document” or “documents” to the extent that it calls
13 for documents protected from disclosure by the attorney-client privilege, deliberative process privilege,
14 attorney work product doctrine, or any other applicable privilege.

15 3. MIRAL objects to each request for documents and interrogatories on the grounds that it is vague
16 and ambiguous, that it calls for the production of documents that are irrelevant to matters subject to trial
17 and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad
18 and unduly burdensome, to the extent that it calls for the production of documents or information
19 without a specific timeframe.

20 **OBJECTIONS AND RESPONSES TO DOCUMENT REQUESTS**

21 **DOCUMENT REQUEST NO. 1:**

22 Please produce all documents evidencing membership interests in Miral Consulting from its inception
23 until the present day.

24 **RESPONSE TO DOCUMENT REQUEST NO. 1:**

25 MIRAL incorporates general objections herein. NRCP 26 does not permit discovery of the members of
26 MIRAL, since such matters are not relevant and cannot lead to the discovery of admissible
27 evidence. The members of MIRAL are not parties to this case. Discovery may not invade the right to
privacy of these individuals without weighing the needs of the case, the amount in controversy, the

1 importance of the issues at stake, the potential for finding relevant material, and the importance of the
2 proposed discovery in resolving the issues.

3 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 1:***

4 *After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery*
5 *is on-going, and MIRAL reserves the right to supplement its responses. Membership interests in MIRAL*
6 *are not represented by any membership certificates.*

7
8 **DOCUMENT REQUEST NO. 2:**

9 Please produce all of the Articles of Incorporation or any corollary incorporation documents for Miral
10 Consulting from its inception until the present day.

11
12 **RESPONSE TO DOCUMENT REQUEST NO. 2:**

13 MIRAL is a Nevada limited liability company. Nevada limited liability companies are organized (not
14 incorporated) by the filing of articles of organization under Chapter 86 of the Nevada Revised Statutes.
15 Accordingly, MIRAL has not identified any documents or communications responsive to Euphoria's
16 request. However, discovery is on-going, and MIRAL reserves the right to supplement its response.

17 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 2:***

18 *MIRAL was not organized by Articles of Incorporation. In Nevada, a limited liability company is*
19 *formed by signing and filing the articles of organization, together with the applicable filing fees, with*
20 *the Nevada Secretary of State. NRS 86.151; NRS 86.201.*

21
22 **DOCUMENT REQUEST NO. 3:**

23 Please produce all of the operating agreements, including amendments, or any corollary governing
24 documents for Miral Consulting from its inception until the present day.

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1 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

2 Single member limited liability companies are not required to have an operating agreement under
3 Chapter 86 of the Nevada Revised Statutes. Subject to the forgoing objections, MIRAL has not
4 identified any documents or communications responsive to Euphoria's request. However, discovery is
5 on-going, and MIRAL reserves the right to supplement its response.

6 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 3:***

7 *A limited liability company may, but is not required to, adopt an operating agreement. NRS 86.286.*
8 *After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery*
9 *is on-going, and MIRAL reserves the right to supplement its responses.*

10 **DOCUMENT REQUEST NO. 4:**

11 Please produce all membership distribution documents for Miral Consulting from its inception until the
12 present day.

13 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

14 The request is vague, ambiguous, and unintelligible so as to make a response impossible without
15 speculation as to the meaning of "membership distribution," which is not defined. Subject to the
16 forgoing objections, MIRAL has not identified any documents responsive to Euphoria's request.
17 However, discovery is on-going, and MIRAL reserves the right to supplement its response.

18 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 4:***

19 *After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery*
20 *is on-going, and MIRAL reserves the right to supplement its responses.*

21
22
23 **DOCUMENT REQUEST NO. 5:**

24 All documents, including but not limited to monthly, quarterly, or other periodic statements, cancelled
25 checks, deposit slips, wire transfers, etc. regarding any domestic or foreign bank or other financial
26 account, regardless of how such account is titled, over which Miral Consulting had signatory
27 authority or other such control at any time during the period from 2015 to the present.

PETITIONER'S APPENDIX NO. 00193

RESPONSE TO DOCUMENT REQUEST NO. 5:

MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of MIRAL's banking/financial information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 5:

After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery is on-going, and MIRAL reserves the right to supplement its responses.

DOCUMENT REQUEST NO 6:

Please produce copies of all financial statements and/or loan applications prepared by Miral Consulting or on Miral Consulting's behalf between 2015 and the present.

RESPONSE TO DOCUMENT REQUEST NO. 6:

MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of MIRAL's banking/financial information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 6:

After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery is on-going, and MIRAL reserves the right to supplement its responses.

DOCUMENT REQUEST NO. 7:

Please produce copies of all credit, debit and/or ATM card statements of account, wherever located and regardless of whose name appears on the account(s), from 2015 to present, for such card(s) which Miral Consulting uses or which Miral Consulting has signatory authority or other such control.

RESPONSE TO DOCUMENT REQUEST NO. 7:

MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of MIRAL's banking/credit information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 7:

After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery is on-going, and MIRAL reserves the right to supplement its responses.

DOCUMENT REQUEST NO. 8:

Please produce copies of all documents and communications between Miral Consulting and officers, managers, and/or managing members, regarding any stocks, mutual funds, financial investments, etc., and/or transfers of funds from 2015 to present.

RESPONSE TO DOCUMENT REQUEST NO. 8:

MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of MIRAL's banking/credit information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

1 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 8:***

2 *After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery*
3 *is on-going, and MIRAL reserves the right to supplement its responses.*

4 **DOCUMENT REQUEST NO. 9:**

5 Please produce copies of Miral Consulting's federal and state income tax returns, with
6 accompanying worksheets and any other supporting documents, from 2015 to the present.

7
8 **RESPONSE TO DOCUMENT REQUEST NO. 9:**

9 MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
10 involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does
11 not permit discovery of MIRAL's tax information, since such matters are not relevant and cannot lead to
12 the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy without
13 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the
14 potential for finding relevant material, and the importance of the proposed discovery in resolving the
15 issues.

16 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 9:***

17 *After good faith efforts, MIRAL has not identified any documents responsive to this request. MIRAL is a*
18 *disregarded entity for federal income tax purposes. Nevada does not have a state income tax.*
19 *Discovery is on-going, and MIRAL reserves the right to supplement its responses.*

20 **REQUEST FOR PRODUCTION NO. 10:**

21 Please produce copies of all payroll documents from 2015 to present, including W-4 Forms, W-2
22 Forms, 1099 Forms, I-9 Forms, paystubs, total compensation letters, timecards, and payroll reports.

23
24 **RESPONSE TO DOCUMENT REQUEST NO. 10:**

25 MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
26 involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does
27 not permit discovery of MIRAL's payroll information, since such matters are not relevant and cannot

1 lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy
2 without weighing the needs of the case, the amount in controversy, the importance of the issues at stake,
3 the potential for finding relevant material, and the importance of the proposed discovery in resolving the
4 issues.

5 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 10:***

6 *After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery*
7 *is on-going, and MIRAL reserves the right to supplement its responses.*

8
9 **DOCUMENT REQUEST NO. 11**

10 Please produce all profit and loss statements or other documents in Miral Consulting's
11 possession, custody, or control evidencing profits or losses of Miral Consulting between 2015 and the
12 present.

13 **RESPONSE TO DOCUMENT REQUEST NO. 11:**

14 MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
15 involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does
16 not permit discovery of MIRAL's profit/loss information, since such matters are not relevant and cannot
17 lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy
18 without weighing the needs of the case, the amount in controversy, the importance of the issues at stake,
19 the potential for finding relevant material, and the importance of the proposed discovery in resolving the
20 issues.

21
22 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 11:***

23 *After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery*
24 *is on-going, and MIRAL reserves the right to supplement its responses.*

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1 **DOCUMENT REQUEST NO. 12:**

2 Please produce all documents evidencing the revenue received by Miral Consulting between 2015
3 and the present.
4

5 **RESPONSE TO DOCUMENT REQUEST NO. 12:**

6 MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
7 involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does
8 not permit discovery of MIRAL's revenue information, since such matters are not relevant and cannot
9 lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy
10 without weighing the needs of the case, the amount in controversy, the importance of the issues at stake,
11 the potential for finding relevant material, and the importance of the proposed discovery in resolving the
12 issues.
13

14 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 12:**

15 *After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery*
16 *is on-going, and MIRAL reserves the right to supplement its responses.*
17

18 **DOCUMENT REQUEST NO. 13:**

19 Please produce all documents evidencing the expenditures by Miral Consulting between 2015 and
20 the present.

21 **RESPONSE TO DOCUMENT REQUEST NO. 13:**

22 MIRAL is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
23 involving MIRAL to support its causes of action for conspiracy and concert of action. NRCP 26 does
24 not permit discovery of MIRAL's revenue information, since such matters are not relevant and cannot
25 lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy
26 without weighing the needs of the case, the amount in controversy, the importance of the issues at stake,
27

1 the potential for finding relevant material, and the importance of the proposed discovery in resolving the
2 issues.

3
4 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 13:***

5 *After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery*
6 *is on-going, and MIRAL reserves the right to supplement its responses.*

7 **DOCUMENT REQUEST NO. 14:**

8 Please produce all documents in Miral Consulting's possession, custody or control relating to Euphoria,
9 including but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals,
10 employee records, reports, commercial equipment leases, invoices, and memorandums.

11 **RESPONSE TO DOCUMENT REQUEST NO. 14:**

12 MIRAL incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
13 E&T and Euphoria jointly to maintain the books of account and other records reflecting the results of
14 operation for E&T's Production Facility. Accordingly, MIRAL objects to this request on the basis that
15 it seeks information and knowledge in the possession of Euphoria.

16
17 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 14:***

18 *After good faith efforts, MIRAL has not identified any documents responsive to this request. MIRAL*
19 *does not have a relationship with Euphoria. Discovery is on-going, and MIRAL reserves the right to*
20 *supplement its responses.*

21
22 **DOCUMENT REQUEST NO. 15:**

23 Please produce all documents in Miral Consulting's possession, custody or control relating to E&T,
24 including but not limited to contracts, ledgers, receipts, requests for approval, product sheets,
25 manuals, employee records, reports, commercial equipment leases, invoices, and
26 memorandums.

27 ///

1 **RESPONSE TO DOCUMENT REQUEST NO. 15:**

2 MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production,
3 and thus to this request, because asking for “all documents” related to E&T without any limitation
4 (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad
5 and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL to
6 identify and/or produce.

7
8 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 15:***

9 *After good faith efforts, MIRAL has not identified any documents responsive to this request. MIRAL*
10 *does not have a relationship with E&T. Discovery is on-going, and MIRAL reserves the right to*
11 *supplement its responses.*

12 **DOCUMENT REQUEST NO. 16:**

13 Please produce all documents in Miral Consulting’s possession, custody or control relating to CBD
14 Supply, including but not limited to contracts, ledgers, receipts, requests for approval, product
15 sheets, manuals, employee records, reports, commercial equipment leases, invoices, and
16 memorandums.

17 **RESPONSE TO DOCUMENT REQUEST NO. 16:**

18 MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production,
19 and thus to this request, because asking for “all documents” related to CBD Supply without any
20 limitation (including a time limitation) is impermissibly overbroad. Because the information sought is
21 overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL
22 to identify and/or produce.

23 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 16:***

24 *After good faith efforts, MIRAL has not identified any documents responsive to this request. MIRAL*
25 *does not have a relationship with CBD Supply. Discovery is on-going, and MIRAL reserves the right to*
26 *supplement its responses.*

1 **DOCUMENT REQUEST NO. 17:**

2 Please produce all documents in Miral Consulting's possession, custody or control relating to Happy
3 Campers, including but not limited to contracts, ledgers, receipts, requests for approval, product sheets,
4 manuals, employee records, reports, commercial equipment leases, invoices, and memorandums.
5

6 **RESPONSE TO DOCUMENT REQUEST NO. 17:**

7 MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production,
8 and thus to this request, because asking for "all documents" related to Happy Campers without any
9 limitation (including a time limitation) is impermissibly overbroad. Because the information sought is
10 overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL
11 to identify and/or produce.

12 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 17:**

13 *After good faith efforts, MIRAL has not identified any documents responsive to this request. MIRAL*
14 *does not have a relationship with Happy Campers. Discovery is on-going, and MIRAL reserves the*
15 *right to supplement its responses.*
16

17 **DOCUMENT REQUEST NO. 18:**

18 Please produce all communications in Miral Consulting's possession, custody or control, including
19 letters, emails, text messages, facsimiles or any other written communications, related in any manner to
20 Euphoria.
21

22 **RESPONSE TO DOCUMENT REQUEST NO. 18:**

23 MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production,
24 and thus to this request, because asking for "all communications" related to Euphoria without any
25 limitation (including a time limitation) is impermissibly overbroad. Because the information sought is
26 overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL
27 to identify and/or produce.

1 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 18:***

2 *After good faith efforts, MIRAL has not identified any documents responsive to this request. MIRAL*
3 *does not have a relationship with Euphoria. Discovery is on-going, and MIRAL reserves the right to*
4 *supplement its responses.*

5 **DOCUMENT REQUEST NO. 19:**

6 Please produce all communications in Miral Consulting's possession, custody or control, including
7 letters, emails, text messages, facsimiles or any other written communications, related in any manner to
8 E&T.

9
10 **RESPONSE TO DOCUMENT REQUEST NO. 19:**

11 MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production,
12 and thus to this request, because asking for "all communications" related to E&T without any limitation
13 (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad
14 and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL to
15 identify and/or produce.

16 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 19:***

17 *After good faith efforts, MIRAL has not identified any documents responsive to this request. MIRAL*
18 *does not have a relationship with E&T. Discovery is on-going, and MIRAL reserves the right to*
19 *supplement its responses.*

20
21 **DOCUMENT REQUEST NO. 20:**

22 Please produce all communications in Miral Consulting's possession, custody or control, including
23 letters, emails, text messages, facsimiles or any other written communications, related in any manner to
24 CBD Supply.

25 ///

26 ///

27 ///

1 **RESPONSE TO DOCUMENT REQUEST NO. 20:**

2 MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production,
3 and thus to this request, because asking for “all communications” related to CBD Supply without any
4 limitation (including a time limitation) is impermissibly overbroad. Because the information sought is
5 overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL
6 to identify and/or produce.

7 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 20:***

8 *After good faith efforts, MIRAL has not identified any documents responsive to this request. MIRAL*
9 *does not have a relationship with CBD Supply. Discovery is on-going, and MIRAL reserves the right to*
10 *supplement its responses.*

11 **DOCUMENT REQUEST NO. 21:**

12 Please produce all communications in Miral Consulting’s possession, custody or control, including
13 letters, emails, text messages, facsimiles or any other written communications, related in any manner to
14 Happy Campers.

15
16 **RESPONSE TO DOCUMENT REQUEST NO. 21:**

17 MIRAL incorporates general objections herein. MIRAL objects to the underlying request for production,
18 and thus to this request, because asking for “all communications” related to Happy Campers without any
19 limitation (including a time limitation) is impermissibly overbroad. Because the information sought is
20 overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of MIRAL
21 to identify and/or produce.

22 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 21:***

23 *After good faith efforts, MIRAL has not identified any documents responsive to this request. MIRAL*
24 *does not have a relationship with Happy Campers. Discovery is on-going, and MIRAL reserves the right*
25 *to supplement its responses.*

1 **DOCUMENT REQUEST NO. 22:**

2 Please produce all documents and communications in Miral Consulting's possession, custody or
3 control relating to E&T's operations on Euphoria's premises, including contracts with third parties,
4 invoices, receipts, inventories, manuals, internal regulations, employee records, and profit and loss
5 statements.

6
7 **RESPONSE TO DOCUMENT REQUEST NO. 22:**

8 MIRAL incorporates general objections herein. MIRAL is not a party to the Joint Venture Agreement.
9 Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books
10 of account and other records reflecting the results of operation for E&T's Production Facility.
11 Accordingly, MIRAL objects to this request on the basis that it seeks information and knowledge in the
12 possession of Euphoria.
13

14 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 22:***

15 *After good faith efforts, MIRAL has not identified any documents responsive to this request. MIRAL*
16 *does not have a relationship with E&T. Discovery is on-going, and MIRAL reserves the right to*
17 *supplement its responses.*
18

19 **DOCUMENT REQUEST NO. 23:**

20 Please produce all equipment related documents, including invoices and receipts, in Miral Consulting's
21 possession, custody, or control, including the Invoices attached to the *Supplemental Declaration of*
22 *Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening*
23 *Time* as Exhibits 3-A to 3-CC, electronically filed on November 4, 2019.

24 **RESPONSE TO DOCUMENT REQUEST NO. 23:**

25 MIRAL incorporates general objections herein. The phrase "equipment related documents" is not
26 defined. Further, MIRAL objects to the underlying request for production, and thus to this request,
27

1 because MIRAL is not a party to the Joint Venture Agreement. After a review of the docket, MIRAL
2 did not identify any declaration by Kristin Ehasz filed on November 4, 2019.

3 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 23:***

4 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
5 *Euphoria including any property identified on the sales receipts referenced in Document Request No.*
6 *23. MIRAL does not have personal knowledge of the purchases applicable to these sales receipts.*
7 *Further, after good faith inquiry, it does not appear any funds to which MIRAL had any interest were*
8 *used to make these purchases. MIRAL believes that the discovery request is better directed to E&T*
9 *(which claims ownership of the property subject to the dispute), or Kristin Taracki, who purportedly*
10 *made the declaration.*

11 **DOCUMENT REQUEST NO. 24:**

12 For every invoice and receipt identified in response to Request for Production No. 23, please provide
13 any documents related to the equipment's ownership, chain of custody, chain of control, and current
14 location.

15
16 **RESPONSE TO DOCUMENT REQUEST NO. 24:**

17 MIRAL incorporates general objections herein. MIRAL did not identify any invoice or receipt in
18 response to request no. 23.

19
20 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 24:***

21 *After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery*
22 *is on-going, and MIRAL reserves the right to supplement its responses.*

23 **DOCUMENT REQUEST NO. 25:**

24 For every invoice and receipt identified in response to Request for Production No. 23, please
25 provide any communications related to the equipment's ownership, chain of custody, chain of control,
26 and current location.

1 **RESPONSE TO DOCUMENT REQUEST NO. 25:**

2 MIRAL incorporates general objections herein. MIRAL did not identify any invoice or receipt in
3 response to request no. 23.
4

5 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 25:***

6 *After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery*
7 *is on-going, and MIRAL reserves the right to supplement its responses.*
8

9 **DOCUMENT REQUEST NO. 26:**

10 Please produce a list of all persons who performed work for Miral Consulting from July 7, 2017 until
11 August 31, 2019 and all related payroll records, tax forms, timecards, shifts, and work location
12 assignments.
13

14 **RESPONSE TO DOCUMENT REQUEST NO. 26:**

15 MIRAL incorporates general objections herein. MIRAL is not a party to the Joint Venture Agreement.
16 Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books
17 of account and other records reflecting the results of operation for E&T's Production Facility. NRCP 26
18 does not permit discovery of MIRAL's employee/independent contractor information, since such
19 matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not
20 invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the
21 importance of the issues at stake, the potential for finding relevant material, and the importance of the
22 proposed discovery in resolving the issues.
23

24 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 26:***

25 *MIRAL has identified Alex and Kristin Taracki. However, after good faith efforts, MIRAL has not*
26 *identified any documents responsive to this request. Discovery is on-going, and MIRAL reserves the*
27 *right to supplement its responses.*

1 **DOCUMENT REQUEST NOS. 27-54:**

2 Please produce any and all documents on which Miral Consulting relied or identified in Miral
3 Consulting's Response to Interrogatory Nos. 1-28.
4

5 **RESPONSE TO DOCUMENT REQUEST NO. 27-54:**

6 Subject to and without waiving the foregoing objections, MIRAL has not identified any documents
7 responsive to this request. However, discovery is on-going, and MIRAL reserves the right to
8 supplement its response.
9

10 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 27-54:***

11 *After good faith efforts, MIRAL has not identified any documents responsive to this request. Discovery*
12 *is on-going, and MIRAL reserves the right to supplement its responses.*
13
14

15 **OBJECTIONS AND RESPONSES TO INTERROGATORIES**

16 **INTERROGATORY NO. 1:**

17 Please provide all of the names and percentages held of all membership interests in Miral Consulting
18 since its formation.
19

20 **RESPONSE TO INTERROGATORY NO. 1:**

21 MIRAL incorporates general objections herein. NRCP 26 does not permit discovery of the members of
22 MIRAL, since such matters are not relevant and cannot lead to the discovery of admissible
23 evidence. The members of MIRAL are not parties to this case. Discovery may not invade the right to
24 privacy of these individuals without weighing the needs of the case, the amount in controversy, the
25 importance of the issues at stake, the potential for finding relevant material, and the importance of the
26 proposed discovery in resolving the issues.
27

///

1 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1:***

2 *MIRAL identifies the following previous member: Kristin Taracki as the sole member with 100% of the*
3 *membership interests.*

4 **INTERROGATORY NO. 2:**

5 Please provide the name of all entities owned, controlled, or otherwise affiliated with Miral Consulting
6 since its formation.

7 **RESPONSE TO INTERROGATORY NO. 2:**

8 MIRAL incorporates general objections herein. Further, the question is vague, ambiguous, and
9 unintelligible so as to make a response impossible without speculation as to the meaning of the question.
10

11 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2:***

12 *After good faith efforts, MIRAL has not identified any entity which is owned, controlled or otherwise*
13 *affiliated with MIRAL. For purposes of this supplemental response to Interrogatory No. 2, MIRAL*
14 *assumes the term “controlled” means “identical common management” and the term “affiliated”*
15 *means “identical common ownership” since these terms are not defined by Euphoria.*

16 **INTERROGATORY NO. 3:**

17 For each and every entity identified in Interrogatory No. 2, please provide: all of the names and
18 percentages held of all membership interests since its formation, including the amount(s) of
19 contribution/investment in exchange for said membership interest and the date of such
20 contribution/investment.

21 **RESPONSE TO INTERROGATORY NO. 3:**

22 MIRAL incorporates general objections herein. MIRAL did not identify any entity in response to
23 interrogatory no. 2.
24

25 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3:***

26 *After good faith efforts, MIRAL did not identify any entity in response to Interrogatory No. 2.*
27

1 **INTERROGATORY NO. 4:**

2 For Miral Consulting and for each and every entity identified in response to Interrogatory No. 2, please
3 provide the name of every manager, director, officer, and executive.
4

5 **RESPONSE TO INTERROGATORY NO. 4:**

6 MIRAL incorporates general objections herein. The interrogatory is compound. Further, MIRAL did
7 not identify any entity in response to interrogatory no. 2.
8

9 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:***

10 *After good faith efforts, MIRAL has identified Kristin Taracki as the sole member/manager of MIRAL.*
11

12 **INTERROGATORY NO. 5:**

13 Fully identify all owners or shareholders of Miral Consulting, including the nature and extent of
14 their share hold, equitable interest and/or legal interest, and their respective employment(s)
15 during the five (5) years preceding the date hereof.

16 **RESPONSE TO INTERROGATORY NO. 5:**

17 MIRAL incorporates general objections herein. The interrogatory is compound. Further, MIRAL is a
18 limited liability company, which does not have “shareholders” and no person or entity has a “share
19 hold.” NRC 26 does not permit discovery of the members of MIRAL, since such matters are not
20 relevant and cannot lead to the discovery of admissible evidence. The members of MIRAL are not
21 parties to this case. Discovery may not invade the right to privacy of these individuals without weighing
22 the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for
23 finding relevant material, and the importance of the proposed discovery in resolving the issues.

24 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5:***

25 *After good faith efforts, MIRAL has identified Kristin Taracki as the sole member. MIRAL does not
26 have personal knowledge of the employment history of the members/managers of MIRAL.*
27

1 **INTERROGATORY NO. 6:**

2 Please identify any and all money, benefit or credit received from each entity identified in response to
3 Interrogatory No. 2, including but not limited to, the amount, the type, the date, and the reason.

4 **RESPONSE TO INTERROGATORY NO. 6:**

5 MIRAL incorporates general objections herein. Further, MIRAL did not identify any entity in
6 response to interrogatory no. 2.

7
8 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 6:***

9 *After good faith efforts, MIRAL has not identified any money, benefit or credit to disclose.*
10

11 **INTERROGATORY NO. 7:**

12 Please identify any and all money, benefit or credit sent to each entity identified in response to
13 Interrogatory No. 2, including but not limited to, the amount, the type, the date, and the reason.

14
15 **RESPONSE TO INTERROGATORY NO. 7:**

16 Objection. Asked and answered.

17
18 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 7:***

19 *After good faith efforts, MIRAL has not identified any money, benefit or credit to disclose.*
20

21 **INTERROGATORY NO. 8:**

22 Please provide a detailed description of the nature and extent of Miral Consulting's business
23 functions and activities.

24 **RESPONSE TO INTERROGATORY NO. 8:**

25 MIRAL incorporates general objections herein. The interrogatory is compound. Further, MIRAL is not
26 a party to the Joint Venture Agreement. Subject to and without waiving the foregoing objections,
27 MIRAL is a Nevada limited liability company which provides consulting services.

1 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8:***

2 *MIRAL provided consulting services in the cannabis industry. MIRAL is not conducting any business.*

3
4 **INTERROGATORY NO. 9:**

5 Please provide a detailed description of the nature and extent of Miral Consulting's relationship
6 with E&T.

7 **RESPONSE TO INTERROGATORY NO. 9:**

8 MIRAL incorporates general objections herein. MIRAL is not a party to the Joint Venture Agreement.
9 NRCP 26 does not permit discovery of MIRAL's relationship with E&T, since such matters are not
10 relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's
11 right to privacy without weighing the needs of the case, the amount in controversy, the importance of the
12 issues at stake, the potential for finding relevant material, and the importance of the proposed discovery
13 in resolving the issues.

14 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 9:***

15 *MIRAL does not have a relationship with E&T. However, Kristin Taracki was a member of MIRAL and*
16 *purported members of E&T.*

17
18 **INTERROGATORY NO. 10:**

19 Please provide a detailed description of the nature and extent of Miral Consulting's relationship
20 with CBD Supply.

21 **RESPONSE TO INTERROGATORY NO. 10:**

22 MIRAL incorporates general objections herein. The interrogatory is compound. MIRAL is not a party
23 to the Joint Venture Agreement. NRCP 26 does not permit discovery of MIRAL's relationship with
24 CBD Supply, since such matters are not relevant and cannot lead to the discovery of admissible
25 evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs of the case,
26 the amount in controversy, the importance of the issues at stake, the potential for finding relevant
27 material, and the importance of the proposed discovery in resolving the issues.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10:

MIRAL does not have a relationship with CBD Supply.

INTERROGATORY NO. 11:

Please provide a detailed description of the nature and extent of Miral Consulting's relationship with Happy Campers.

RESPONSE TO INTERROGATORY NO. 11:

MIRAL incorporates general objections herein. The interrogatory is compound. MIRAL is not a party to the Joint Venture Agreement. NRCP 26 does not permit discovery of MIRAL's relationship with Happy Campers, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:

MIRAL does not have a relationship with Happy Campers.

INTERROGATORY NO. 12:

Please provide a detailed description of the nature and extent of Miral Consulting's relationship with Euphoria.

RESPONSE TO INTERROGATORY NO. 12:

MIRAL incorporates general objections herein. The interrogatory is compound. Further, Euphoria is aware that there is no relationship between MIRAL and Euphoria.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 12:

MIRAL does not have a relationship with Euphoria.

1 **INTERROGATORY NO. 13:**

2 Please provide a detailed explanation of the reasons why Miral Consulting kept equipment and/or
3 products belonging to Miral Consulting at Euphoria's Production Facility.

4 **RESPONSE TO INTERROGATORY NO. 13:**

5 MIRAL incorporates general objections herein. The interrogatory is compound. MIRAL further objects
6 on the basis that the interrogatory is argumentative.

7
8 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 13:***

9 *After a good faith inquiry, MIRAL is not aware of any property owned by MIRAL located at E&T's*
10 *Production Facility.*

11 **INTERROGATORY NO. 14:**

12 Please provide a detailed explanation of the reasons why "Miro" is listed on AAA Bar & Restaurant
13 Supply's Invoice #18190 dated 11/11/2017 attached to the Supplemental Declaration of Kristin Ehasz
14 in Support of Motion for Preliminary Injunction on Application for Order Shortening Time as
15 Exhibit 3-A, electronically filed on November 4, 2019, including who ordered the equipment/products,
16 who paid for them, the chain of ownership, custody and control, and the date of removal from
17 Euphoria's Production Facility.

18 **RESPONSE TO INTERROGATORY NO. 14:**

19 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
20 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
21 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
22 on November 4, 2019. The request also requires speculation.

23 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 14:***

24 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
25 *Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does*
26 *not have personal knowledge of the purchases applicable to these sales receipts. Further, after good*
27 *faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these*

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1 purchases. MIRAL believes that the discovery request is better directed to E&T (which claims
2 ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the
3 declaration.

4 **INTERROGATORY NO. 15:**

5 Please provide a detailed explanation of the reasons why Miral Consulting is listed on The Cima
6 Group's Invoice #311 dated 12/12/2018 attached to the Supplemental Declaration of Kristin Ehasz in
7 Support of Motion for Preliminary Injunction on Application for Order Shortening Time as Exhibit
8 3-E, electronically filed on November 4, 2019, including who ordered the
9 equipment/products, who paid for them, the chain of ownership, custody and control, and the date of
10 removal from Euphoria's Production Facility.

11
12 **RESPONSE TO INTERROGATORY NO. 15:**

13 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
14 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
15 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
16 on November 4, 2019. The request also requires speculation.

17 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 15:**

18 MIRAL does not have any interest in any property which is the subject of dispute between E&T and
19 Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does
20 not have personal knowledge of the purchases applicable to these sales receipts. Further, after good
21 faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these
22 purchases. MIRAL believes that the discovery request is better directed to E&T (which claims
23 ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the
24 declaration.

25 **INTERROGATORY NO. 16:**

26 Please provide a detailed explanation of the reasons why Miral Consulting is listed on Control
27 Contractors Inc.'s Invoice #001 dated 10/24/2018 attached to the Supplemental Declaration

1 of Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening
2 Time as Exhibit 3-F, electronically filed on November 4, 2019, including who ordered the
3 equipment/products, who paid for them, the chain of ownership, custody and control, and the date of
4 removal from Euphoria's Production Facility."

5 **RESPONSE TO INTERROGATORY NO. 16:**

6 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
7 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
8 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
9 on November 4, 2019. The request also requires speculation.

10 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 16:***

11 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
12 *Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does*
13 *not have personal knowledge of the purchases applicable to these sales receipts. Further, after good*
14 *faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these*
15 *purchases. MIRAL believes that the discovery request is better directed to E&T (which claims*
16 *ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the*
17 *declaration.*

18
19 **INTERROGATORY NO. 17:**

20 Please provide a detailed explanation of the reasons why Miral Consulting is listed on
21 ExtractionTek Solutions' Invoice #INV7581 dated 02/07/2018 attached to the Supplemental
22 Declaration of Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order
23 Shortening Time as Exhibit 3-G, electronically filed on November 4, 2019, including who ordered the
24 equipment/products, who paid for them, the chain of ownership, custody and control, and the date of
25 removal from Euphoria's Production Facility.

26 ///

27 ///

///

1 **RESPONSE TO INTERROGATORY NO. 17:**

2 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
3 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
4 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
5 on November 4, 2019. The request also requires speculation.
6

7 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 17:**

8 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
9 *Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does*
10 *not have personal knowledge of the purchases applicable to these sales receipts. Further, after good*
11 *faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these*
12 *purchases. MIRAL believes that the discovery request is better directed to E&T (which claims*
13 *ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the*
14 *declaration.*

15 **INTERROGATORY NO. 18:**

16 Please provide a detailed explanation of the reasons why Miral Consulting is listed on Cole-
17 Parmer's Invoice #1729631 dated 01/03/2019 attached to the Supplemental Declaration of Kristin
18 Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening Time
19 as Exhibit 3-L, electronically filed on November 4, 2019, including who ordered the
20 equipment/products, who paid for them, the chain of ownership, custody and control, and the date of
21 removal from Euphoria's Production Facility.
22

23 **RESPONSE TO INTERROGATORY NO. 18:**

24 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
25 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
26 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
27 on November 4, 2019. The request also requires speculation.

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1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 18:**

2 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
3 *Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does*
4 *not have personal knowledge of the purchases applicable to these sales receipts. Further, after good*
5 *faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these*
6 *purchases. MIRAL believes that the discovery request is better directed to E&T (which claims*
7 *ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the*
8 *declaration.*

9 **INTERROGATORY NO. 19:**

10 Please provide a detailed explanation of the reasons why Miral Consulting is listed on Cole-Parmer's
11 Invoice #1713316 dated 12/12/2018 attached to the *Supplemental Declaration of Kristin Ehasz in*
12 *Support of Motion for Preliminary Injunction on Application for Order Shortening Time* as Exhibit 3-
13 L, electronically filed on November 4, 2019, including who ordered the equipment/products, who paid
14 for them, the chain of ownership, custody and control, and the date of removal from Euphoria's
15 Production Facility.

16 **RESPONSE TO INTERROGATORY NO. 19:**

17 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
18 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
19 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
20 on November 4, 2019. The request also requires speculation.

21
22 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 19:**

23 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
24 *Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does*
25 *not have personal knowledge of the purchases applicable to these sales receipts. Further, after good*
26 *faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these*
27 *purchases. MIRAL believes that the discovery request is better directed to E&T (which claims*

1 *ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the*
2 *declaration.*

3 **INTERROGATORY NO. 20:**

4 Please provide a detailed explanation of the reasons why “MC” is listed on Elevated Equipment
5 Supply’s Invoice #ELEV-Q-552 dated 06/11/2018 attached to the *Supplemental Declaration of Kristin*
6 *Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening Time* as
7 Exhibit 3-O, electronically filed on November 4, 2019, including who ordered the equipment/products,
8 who paid for them, the chain of ownership, custody and control,
9 and the date of removal from Euphoria’s Production Facility.
10

11 **RESPONSE TO INTERROGATORY NO. 20:**

12 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
13 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
14 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
15 on November 4, 2019. The request also requires speculation.
16

17 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 20:***

18 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
19 *Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does*
20 *not have personal knowledge of the purchases applicable to these sales receipts. Further, after good*
21 *faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these*
22 *purchases. MIRAL believes that the discovery request is better directed to E&T (which claims*
23 *ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the*
24 *declaration.*

25 ///

26 ///

1 **INTERROGATORY NO. 21:**

2 Please provide a detailed explanation of the reasons why Miral Consulting is listed on Eppendorf's
3 Invoice #4000743223 dated 13/02/2018 attached to the Supplemental Declaration of Kristin Ehasz in
4 Support of Motion for Preliminary Injunction on Application for Order Shortening Time as Exhibit 3-
5 P, electronically filed on November 4, 2019, including who ordered the equipment/products, who paid
6 for them, the chain of ownership, custody and control, and the date of removal from Euphoria's
7 Production Facility.

8
9 **RESPONSE TO INTERROGATORY NO. 21:**

10 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
11 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
12 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
13 on November 4, 2019. The request also requires speculation.

14
15 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 21:***

16 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
17 *Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does*
18 *not have personal knowledge of the purchases applicable to these sales receipts. Further, after good*
19 *faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these*
20 *purchases. MIRAL believes that the discovery request is better directed to E&T (which claims*
21 *ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the*
22 *declaration.*

23 **INTERROGATORY NO. 22:**

24 Please provide a detailed explanation of the reasons why Miral Consulting is listed on
25 ExtractionTek Solutions' Invoice #INV8701 dated 07/14/2018 attached to the Supplemental
26 Declaration of Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order
27 Shortening Time as Exhibit 3-Q, electronically filed on November 4, 2019, including who ordered the

PETITIONER'S APPENDIX NO. 00219

1 equipment/products, who paid for them, the chain of ownership, custody and control, and the date of
2 removal from Euphoria's Production Facility.

3
4 **RESPONSE TO INTERROGATORY NO. 22:**

5 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
6 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
7 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
8 on November 4, 2019. The request also requires speculation.

9
10 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 22:***

11 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
12 *Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does*
13 *not have personal knowledge of the purchases applicable to these sales receipts. Further, after good*
14 *faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these*
15 *purchases. MIRAL believes that the discovery request is better directed to E&T (which claims*
16 *ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the*
17 *declaration.*

18 **INTERROGATORY NO. 23:**

19 Please provide a detailed explanation of the reasons why Miral Consulting is listed on ExtractionTek
20 Solutions' Payment Receipt for Invoice #INV8902 dated 07/25/2018 attached to the *Supplemental*
21 *Declaration of Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order*
22 *Shortening Time* as Exhibit 3-Q, electronically filed on November 4, 2019, including who ordered the
23 equipment/products, who paid for them, the chain of ownership, custody and control, and the date of
24 removal from Euphoria's Production Facility.

25 ///

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1 **RESPONSE TO INTERROGATORY NO. 23:**

2 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
3 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
4 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
5 on November 4, 2019. The request also requires speculation.

6 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 23:***

7 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
8 *Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does*
9 *not have personal knowledge of the purchases applicable to these sales receipts. Further, after good*
10 *faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these*
11 *purchases. MIRAL believes that the discovery request is better directed to E&T (which claims*
12 *ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the*
13 *declaration.*

14 **INTERROGATORY NO. 24:**

15 Please provide a detailed explanation of the reasons why Miral Consulting is listed on ExtractionTek
16 Solutions' Invoice #SO2398 dated 09/21/2018 attached to the *Supplemental Declaration of Kristin*
17 *Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening Time as*
18 *Exhibit 3-Q, electronically filed on November 4, 2019, including who ordered the equipment/products,*
19 *who paid for them, the chain of ownership, custody and control, and the date of removal from*
20 *Euphoria's Production Facility.*

21 **RESPONSE TO INTERROGATORY NO. 24:**

22 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
23 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
24 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
25 on November 4, 2019. The request also requires speculation.
26

1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 24:**

2 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
3 *Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does*
4 *not have personal knowledge of the purchases applicable to these sales receipts. Further, after good*
5 *faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these*
6 *purchases. MIRAL believes that the discovery request is better directed to E&T (which claims*
7 *ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the*
8 *declaration.*

9 **INTERROGATORY NO. 25:**

10 Please provide a detailed explanation of the reasons why Miral Consulting is listed on ExtractionTek
11 Solutions' Payment Receipt for Invoice #INV9393 dated 09/21/2018 attached to the Supplemental
12 Declaration of Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order
13 Shortening Time as Exhibit 3-Q, electronically filed on November 4, 2019, including who ordered the
14 equipment/products, who paid for them, the chain of ownership, custody and control, and the date of
15 removal from Euphoria's Production Facility.

16 **RESPONSE TO INTERROGATORY NO. 25:**

17 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
18 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
19 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
20 on November 4, 2019. The request also requires speculation.
21

22 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 25:**

23 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
24 *Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does*
25 *not have personal knowledge of the purchases applicable to these sales receipts. Further, after good*
26 *faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these*
27

1 *purchases. MIRAL believes that the discovery request is better directed to E&T (which claims*
2 *ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the*
3 *declaration.*

4
5 **INTERROGATORY NO. 26:**

6 Please provide a detailed explanation of the reasons why Miroslav Taracki is listed on Uline's Invoices
7 #100478227-100411788 attached to the *Supplemental Declaration of Kristin Ehasz in Support of*
8 *Motion for Preliminary Injunction on Application for Order Shortening Time* as Exhibit 3-T,
9 electronically filed on November 4, 2019, including who ordered the equipment/products, who
10 paid for them, the chain of ownership, custody and control, and the date of removal from Euphoria's
11 Production Facility.

12
13 **RESPONSE TO INTERROGATORY NO. 26:**

14 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
15 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
16 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
17 on November 4, 2019. The request also requires speculation.

18
19 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 26:**

20 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
21 *Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does*
22 *not have personal knowledge of the purchases applicable to these sales receipts. Further, after good*
23 *faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these*
24 *purchases. MIRAL believes that the discovery request is better directed to E&T (which claims*
25 *ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the*
26 *declaration.*

1 **INTERROGATORY NO. 27:**

2 Please provide a detailed explanation of the reasons why Miral Consulting is listed on Steel
3 Shelving's Invoice attached to the Supplemental Declaration of Kristin Ehasz in Support of Motion for
4 Preliminary Injunction on Application for Order Shortening Time as Exhibit 3-Y, electronically
5 filed on November 4, 2019, including who ordered the equipment/products, who paid for them,
6 the chain of ownership, custody and control, and the date of removal from Euphoria's Production
7 Facility.

8
9 **RESPONSE TO INTERROGATORY NO. 27:**

10 MIRAL incorporates general objections herein. The interrogatory is compound. The question is vague,
11 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
12 of the question. As noted previously, MIRAL has not identified any declaration of Kristin Ehasz filed
13 on November 4, 2019. The request also requires speculation.

14 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 27:***

15 *MIRAL does not have any interest in any property which is the subject of dispute between E&T and*
16 *Euphoria including any property identified on the sales receipts referenced in this request. MIRAL does*
17 *not have personal knowledge of the purchases applicable to these sales receipts. Further, after good*
18 *faith inquiry, it does not appear any funds to which MIRAL had any interest were used to make these*
19 *purchases. MIRAL believes that the discovery request is better directed to E&T (which claims*
20 *ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the*
21 *declaration.*

22 **INTERROGATORY NO. 28:**

23 Please list the names of all person who performed work for Miral Consulting from July 7, 2017 until
24 August 31, 2019.

25 ///

26 ///

1 **RESPONSE TO INTERROGATORY NO. 28:**

2 MIRAL incorporates general objections herein. Asked and answered. MIRAL is not a party to the Joint
3 Venture Agreement. NRC 26 does not permit discovery of MIRAL's relationship with its employees
4 or independent contractors, since such matters are not relevant and cannot lead to the discovery of
5 admissible evidence. Discovery may not invade MIRAL's right to privacy without weighing the needs
6 of the case, the amount in controversy, the importance of the issues at stake, the potential for finding
7 relevant material, and the importance of the proposed discovery in resolving the issues.

8 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 28:***

9 *MIRAL has identified Kristin Taracki. However, after good faith efforts, MIRAL has not identified any*
10 *documents responsive to this request. Discovery is on-going, and MIRAL reserves the right to*
11 *supplement its responses.*

12
13 DATED this 25th day of October, 2021.

14 **LAW OFFICE OF MITCHELL STIPP**

15 */s/ Mitchell Stipp*

16 _____
17 MITCHELL STIPP, ESQ.
18 Nevada Bar. No. 7531
19 1180 N. Town Center Drive, Suite 100
20 Las Vegas, Nevada 89144
21 Telephone: 702.602.1242
22 mstipp@stipplaw.com
23 *Attorneys for Miral Consulting, LLC*

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DECLARATION OF KRISTIN TARACKI

The above responses to Interrogatories by Euphoria Wellness, LLC to Miral Consulting, LLC are true and accurate to the best of my knowledge and belief as an authorized agent for Miral Consulting, LLC.

Date: October 25, 2021

/s/ Kristin Taracki

Kristina Taracki, Authorized Agent for
Miral Consulting, LLC

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CERTIFICATE OF SERVICE

I served the foregoing document described as “**FIRST SUPPLEMENTAL RESPONSES AND OBJECTIONS TO REQUESTS FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES**” on this 25th day of October, 2021, using the electronic filings system of the clerk of the court, to all interested parties.

/s/ Amy Hernandez

LAW OFFICE OF MITCHELL STIPP

EXHIBIT “H”

EXHIBIT “H”

MITCHELL D. STIPP, ESQ.
Nevada Bar No. 7531
LAW OFFICE OF MITCHELL STIPP
1180 N. Town Center Drive, Suite 100
Las Vegas, Nevada 89144
Telephone: 702.602.1242
mstipp@stipplaw.com
Attorneys for Happy Campers, LLC

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

E&T VENTURES, LLC, a Nevada limited
liability company,

Plaintiff,

v.

EUPHORIA WELLNESS, LLC, a Nevada
limited liability company; DOE Individuals I-
X, inclusive; and ROE ENTITIES 1-10,
inclusive;

Defendants.

CASE NO.: A-19-796919-B
DEPT. NO.: XXXI

AND RELATED MATTERS

FIRST SUPPLEMENTAL RESPONSES AND OBJECTIONS TO REQUESTS
FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES

TO: EUPHORIA WELLNESS, LLC (“Euphoria”)

TO: JONES LOVELOCK, attorneys for above.

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PETITIONER'S APPENDIX NO. 00229

Happy Campers, LLC, a Nevada limited liability company (“HAPPY”), by and through its attorneys, and pursuant to Rules 33 and 34 of the Nevada Rules of Civil Procedure, supplements its responses and objections to the requests for the production of documents and interrogatories by Euphoria as set forth below (supplemental responses and objections in italics and strike-through font):

PRELIMINARY STATEMENT

1. HAPPY’s investigation and development of all facts and circumstances relating to this action is ongoing. These responses and objections are made without prejudice to, and are not a waiver of, HAPPY’s right to rely on other facts or documents at trial.

2. By making the accompanying responses and objections, HAPPY does not waive, and hereby expressly reserves, its right to assert any and all objections as to the admissibility of such responses into evidence in this action, or in any other proceedings, on any and all grounds including, but not limited to, competency, relevancy, materiality, and privilege. Further, HAPPY makes the responses and objections herein without in any way implying that it considers the requests, and responses to the requests, to be relevant or material to the subject matter of the trial.

3. HAPPY will produce responsive documents only to the extent that such documents are in the possession, custody, or control of HAPPY, as set forth in the Nevada Rules of Civil Procedure. HAPPY’s possession, custody, or control does not include any constructive possession that may be conferred by HAPPY’s right or power to compel the production of documents or information from third parties or to request their production from its managers, members or their respective affiliates.

4. A response to a document request stating that objections and/or indicating that documents will be produced shall not be deemed or construed that there are, in fact, responsive documents, that HAPPY performed any of the acts described in the document request or definitions and/or instructions applicable to the document request, or that HAPPY acquiesces in the characterization of the conduct or activities contained in the document request or definitions and/or instructions applicable to the document request.

5. HAPPY expressly reserves the right to supplement, clarify, revise, or correct any or all of the responses and objections herein, and to assert additional objections or privileges, in one or more subsequent supplemental response(s).

1 7. Publicly available documents including, but not limited to, court papers and documents available
2 on the Internet, will not be produced.

3 8. For purposes of HAPPY's responses and objections, the following terms shall have the meanings
4 ascribed to them below:

5 (a) "Joint Venture Agreement" means the First Amended and Restated Agreement dated
6 October 5, 2017, between Euphoria and E&T Ventures, LLC (together with any amendments or
7 supplements thereto).

8 (b) "E&T's Production Facility" means the "Production Facility" as defined in the Joint
9 Venture Agreement.

10 GENERAL OBJECTIONS

11 1. HAPPY objects to each instruction, definition, and document request to the extent that it purports
12 to impose any requirement or discovery obligation greater than or different from those under the Nevada
13 Rules of Civil Procedure.

14 2. HAPPY objects to each document request that is overly broad, unduly burdensome, or not
15 reasonably calculated to lead to the discovery of admissible evidence.

16 3. HAPPY objects to each document request to the extent that it calls for production of a privilege
17 log for internal documents of HAPPY. A request for such a log is unreasonable and unduly burdensome
18 in light of the work product doctrine, deliberative process privilege, and other privileges protecting such
19 internal documents from discovery.

20 4. HAPPY objects to each instruction, definition, and document request to the extent that it seeks
21 documents protected from disclosure by the attorney- client privilege, deliberative process privilege,
22 attorney work product doctrine, or any other applicable privilege. Should any such disclosure by
23 HAPPY occur, it is inadvertent and shall not constitute a waiver of any privilege.

24 5. HAPPY objects to each instruction, definition, and document request as overbroad and unduly
25 burdensome to the extent it seeks documents or information that are readily or more accessible to
26 Euphoria from its own files, from documents or information in Euphoria's possession, or from
27 documents or information previously produced by HAPPY in arbitration, mediation, or litigation to
which Euphoria is/was a party. Responding to such requests would be oppressive, unduly burdensome,
and unnecessarily expensive, and the burden of responding to such requests is substantially the same or
less for Euphoria as for HAPPY. All such documents and information will not be produced.

1 6. Any document requests that call for the production of documents and information that were
2 produced to HAPPY by other persons and that may contain confidential, proprietary, or trade secret
3 information will not be produced.

4 7. HAPPY incorporates by reference every general objection set forth above into each specific
5 response set forth below. A specific response may repeat a general objection for emphasis or some other
6 reason. The failure to include any general objection in any specific response does not waive any general
7 objection to that request. Moreover, HAPPY does not waive its right to amend its responses on or before
8 trial.

8 **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

9 1. HAPPY objects to the definition of “document” or “documents” to the extent that it purports to
10 impose obligations greater than those set forth in the Nevada Rules of Civil Procedure.

11 2. HAPPY further objects to the definition of “document” or “documents” to the extent that it calls
12 for documents protected from disclosure by the attorney-client privilege, deliberative process privilege,
13 attorney work product doctrine, or any other applicable privilege.

14 3. HAPPY objects to each request for documents and interrogatories on the grounds that it is vague
15 and ambiguous, that it calls for the production of documents that are irrelevant to matters subject to trial
16 and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad
17 and unduly burdensome, to the extent that it calls for the production of documents or information
18 without a specific timeframe.

18 **OBJECTIONS AND RESPONSES TO DOCUMENT REQUESTS**

19 **DOCUMENT REQUEST NO. 1:**

20 Please produce all documents evidencing membership interests in Happy Campers from its inception
21 until the present day.
22

23 **RESPONSE TO DOCUMENT REQUEST NO. 1:**

24 HAPPY incorporates general objections herein. NRC 26 does not permit discovery of the members of
25 HAPPY, since such matters are not relevant and cannot lead to the discovery of admissible
26 evidence. The members of HAPPY are not parties to this case. Discovery may not invade the right to
27 privacy of these individuals without weighing the needs of the case, the amount in controversy, the

1 importance of the issues at stake, the potential for finding relevant material, and the importance of the
2 proposed discovery in resolving the issues.

3 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 1:***

4 *After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery*
5 *is on-going, and HAPPY reserves the right to supplement its responses. Membership interests in*
6 *HAPPY are not represented by any membership certificates.*

7
8 **DOCUMENT REQUEST NO. 2:**

9 Please produce all of the Articles of Incorporation or any corollary incorporation documents for Happy
10 Campers from its inception until the present day.

11 **RESPONSE TO DOCUMENT REQUEST NO. 2:**

12 HAPPY is a dissolved Nevada limited liability company. Nevada limited liability companies are
13 organized (not incorporated) by the filing of articles of organization under Chapter 86 of the Nevada
14 Revised Statutes. Accordingly, HAPPY has not identified any documents or communications responsive
15 to Euphoria's request. However, discovery is on-going, and HAPPY reserves the right to supplement its
16 response.

17 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 2:***

18 *HAPPY was not organized by Articles of Incorporation. HAPPY was dissolved but has been recently*
19 *revived as a limited liability company under NRS 86.580. See Filing No. 20211643500 with the Nevada*
20 *Secretary of State, which is publicly available. In Nevada, a limited liability company is formed by*
21 *signing and filing the articles of organization, together with the applicable filing fees, with the Nevada*
22 *Secretary of State. NRS 86.151; NRS 86.201.*

23 **DOCUMENT REQUEST NO. 3:**

24 Please produce all of the operating agreements, including amendments, or any corollary governing
25 documents for Happy Campers from its inception until the present day.

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27

1 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

2 Single member limited liability companies are not required to have an operating agreement under
3 Chapter 86 of the Nevada Revised Statutes. Subject to the forgoing objections, HAPPY has not
4 identified any documents or communications responsive to Euphoria's request. However, discovery is
5 on-going, and HAPPY reserves the right to supplement its response.

6
7 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 3:***

8 *A limited liability company may, but is not required to, adopt an operating agreement. NRS 86.286.*
9 *After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery*
10 *is on-going, and HAPPY reserves the right to supplement its responses.*

11 **DOCUMENT REQUEST NO. 4:**

12 Please produce all membership distribution documents for Happy Campers from its inception until the
13 present day.

14 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

15 The request is vague, ambiguous, and unintelligible so as to make a response impossible without
16 speculation as to the meaning of "membership distribution," which is not defined. Subject to the
17 forgoing objections, HAPPY has not identified any documents responsive to Euphoria's request.
18 However, discovery is on-going, and HAPPY reserves the right to supplement its response.

19 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 4:***

20 *After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery*
21 *is on-going, and HAPPY reserves the right to supplement its responses.*

22
23 **DOCUMENT REQUEST NO. 5:**

24 All documents, including but not limited to monthly, quarterly, or other periodic statements, cancelled
25 checks, deposit slips, wire transfers, etc. regarding any domestic or foreign bank or other financial
26 account, regardless of how such account is titled, over which Happy Campers had signatory
27 authority or other such control at any time during the period from 2015 to the present.

1 **RESPONSE TO DOCUMENT REQUEST NO. 5:**

2 HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
3 involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does
4 not permit discovery of HAPPY's banking/financial information, since such matters are not relevant and
5 cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to
6 privacy without weighing the needs of the case, the amount in controversy, the importance of the issues
7 at stake, the potential for finding relevant material, and the importance of the proposed discovery in
8 resolving the issues.

9 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 5:**

10 *After good faith efforts, HAPPY has not identified any documents responsive to this request; provided,*
11 *however, that HAPPY continues to search for documents which evidence the funds in the amount of*
12 *\$200,000 payable to HAPPY for the capital contribution of Alex and Kristin Taracki. Discovery is on-*
13 *going, and HAPPY reserves the right to supplement its responses.*

14 **DOCUMENT REQUEST NO 6:**

15 Please produce copies of all financial statements and/or loan applications prepared by Happy
16 Campers or on Happy Campers' behalf between 2015 and the present.

17
18 **RESPONSE TO DOCUMENT REQUEST NO. 6:**

19 HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
20 involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does
21 not permit discovery of HAPPY's banking/financial information, since such matters are not relevant and
22 cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to
23 privacy without weighing the needs of the case, the amount in controversy, the importance of the issues
24 at stake, the potential for finding relevant material, and the importance of the proposed discovery in
25 resolving the issues.

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1 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 6:***

2 *After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery*
3 *is on-going, and HAPPY reserves the right to supplement its responses.*
4

5 **DOCUMENT REQUEST NO. 7:**

6 Please produce copies of all credit, debit and/or ATM card statements of account, wherever located and
7 regardless of whose name appears on the account(s), from 2015 to present, for such card(s) which
8 Happy Campers uses or which Happy Campers has signatory authority or other such control.

9 **RESPONSE TO DOCUMENT REQUEST NO. 7:**

10 HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
11 involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does
12 not permit discovery of HAPPY's banking/credit information, since such matters are not relevant and
13 cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to
14 privacy without weighing the needs of the case, the amount in controversy, the importance of the issues
15 at stake, the potential for finding relevant material, and the importance of the proposed discovery in
16 resolving the issues.

17 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 7:***

18 *After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery*
19 *is on-going, and HAPPY reserves the right to supplement its responses.*
20

21 **DOCUMENT REQUEST NO. 8:**

22 Please produce copies of all documents and communications between Happy Campers and
23 officers, managers, and/or managing members, regarding any stocks, mutual funds, financial
24 investments, etc., and/or transfers of funds from 2015 to present.

25 **RESPONSE TO DOCUMENT REQUEST NO. 8:**

26 HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
27 involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does

1 not permit discovery of HAPPY's banking/credit information, since such matters are not relevant and
2 cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to
3 privacy without weighing the needs of the case, the amount in controversy, the importance of the issues
4 at stake, the potential for finding relevant material, and the importance of the proposed discovery in
5 resolving the issues.

6 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 8:***

7 *After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery*
8 *is on-going, and HAPPY reserves the right to supplement its responses.*

9 **DOCUMENT REQUEST NO. 9:**

10 Please produce copies of HAPPY Consulting's federal and state income tax returns, with
11 accompanying worksheets and any other supporting documents, from 2015 to the present.

12
13 **RESPONSE TO DOCUMENT REQUEST NO. 9:**

14 HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
15 involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does
16 not permit discovery of HAPPY's tax information, since such matters are not relevant and cannot lead to
17 the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy without
18 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the
19 potential for finding relevant material, and the importance of the proposed discovery in resolving the
20 issues.

21 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 9:***

22 *After good faith efforts, HAPPY has not identified any documents responsive to this request. HAPPY is*
23 *a pass-through entity for federal income tax purposes. Nevada does not have a state income tax.*
24 *Discovery is on-going, and HAPPY reserves the right to supplement its responses.*

25 **REQUEST FOR PRODUCTION NO. 10:**

26 Please produce copies of all payroll documents from 2015 to present, including W-4 Forms, W-2
27 Forms, 1099 Forms, I-9 Forms, paystubs, total compensation letters, timecards, and payroll reports.

RESPONSE TO DOCUMENT REQUEST NO. 10:

HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of HAPPY's payroll information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 10:

After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery is on-going, and HAPPY reserves the right to supplement its responses.

DOCUMENT REQUEST NO. 11

Please produce all profit and loss statements or other documents in Happy Campers' possession, custody, or control evidencing profits or losses of Happy Campers between 2015 and the present.

RESPONSE TO DOCUMENT REQUEST NO. 11:

HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of HAPPY's profit/loss information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 11:

After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery is on-going, and HAPPY reserves the right to supplement its responses.

1 **DOCUMENT REQUEST NO. 12:**

2 Please produce all documents evidencing the revenue received by Happy Campers between 2015
3 and the present.
4

5 **RESPONSE TO DOCUMENT REQUEST NO. 12:**

6 HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
7 involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does
8 not permit discovery of HAPPY's revenue information, since such matters are not relevant and cannot
9 lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy
10 without weighing the needs of the case, the amount in controversy, the importance of the issues at stake,
11 the potential for finding relevant material, and the importance of the proposed discovery in resolving the
12 issues.

13 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 12:***

14 *After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery*
15 *is on-going, and HAPPY reserves the right to supplement its responses.*

16 **DOCUMENT REQUEST NO. 13:**

17 Please produce all documents evidencing the expenditures by Happy Campers between 2015 and
18 the present.
19

20 **RESPONSE TO DOCUMENT REQUEST NO. 13:**

21 HAPPY is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
22 involving HAPPY to support its causes of action for conspiracy and concert of action. NRCP 26 does
23 not permit discovery of HAPPY's revenue information, since such matters are not relevant and cannot
24 lead to the discovery of admissible evidence. Discovery may not invade HAPPY's right to privacy
25 without weighing the needs of the case, the amount in controversy, the importance of the issues at stake,
26 the potential for finding relevant material, and the importance of the proposed discovery in resolving the
27 issues.

1 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 13:**

2 *After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery*
3 *is on-going, and HAPPY reserves the right to supplement its responses.*

4 **DOCUMENT REQUEST NO. 14:**

5 Please produce all documents in Happy Campers' possession, custody or control relating to Euphoria,
6 including but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals,
7 employee records, reports, commercial equipment leases, invoices, and memorandums.

8 **RESPONSE TO DOCUMENT REQUEST NO. 14:**

9 HAPPY incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
10 E&T and Euphoria jointly to maintain the books of account and other records reflecting the results of
11 operation for E&T's Production Facility. Accordingly, HAPPY objects to this request on the basis that
12 it seeks information and knowledge in the possession of Euphoria.

13 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 14:**

14 *After good faith efforts, HAPPY has not identified any documents responsive to this request. HAPPY*
15 *does not have a relationship with Euphoria. Discovery is on-going, and HAPPY reserves the right to*
16 *supplement its responses.*

17 **DOCUMENT REQUEST NO. 15:**

18 Please produce all documents in Happt Campers' possession, custody or control relating to E&T,
19 including but not limited to contracts, ledgers, receipts, requests for approval, product sheets,
20 manuals, employee records, reports, commercial equipment leases, invoices, and
21 memorandums.

22 **RESPONSE TO DOCUMENT REQUEST NO. 15:**

23 HAPPY incorporates general objections herein. HAPPY objects to the underlying request for
24 production, and thus to this request, because asking for "all documents" related to E&T without any
25 limitation (including a time limitation) is impermissibly overbroad. Because the information sought is
26

1 overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of
2 HAPPY to identify and/or produce.

3 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 15:***

4 *After good faith efforts, HAPPY has not identified any documents responsive to this request. HAPPY*
5 *does not have a relationship with E&T. Discovery is on-going, and HAPPY reserves the right to*
6 *supplement its responses.*

7
8 **DOCUMENT REQUEST NO. 16:**

9 Please produce all documents in Happy Campers' possession, custody or control relating to Miral
10 Consulting, including but not limited to contracts, ledgers, receipts, requests for approval,
11 product sheets, manuals, employee records, reports, commercial equipment leases, invoices, and
12 memorandums.

13 **RESPONSE TO DOCUMENT REQUEST NO. 16:**

14 HAPPY incorporates general objections herein. HAPPY objects to the underlying request for
15 production, and thus to this request, because asking for "all documents" related to Miral Consulting
16 without any limitation (including a time limitation) is impermissibly overbroad. Because the
17 information sought is overbroad and unduly burdensome, it will require unreasonable efforts and
18 expense on behalf of HAPPY to identify and/or produce.

19 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 16:***

20 *After good faith efforts, HAPPY has not identified any documents responsive to this request. HAPPY*
21 *does not have a relationship with Miral Consulting. Discovery is on-going, and HAPPY reserves the*
22 *right to supplement its responses.*

23 **DOCUMENT REQUEST NO. 17:**

24 Please produce all documents in Happy Campers' possession, custody or control relating to CBD
25 Supply, including but not limited to contracts, ledgers, receipts, requests for approval, product sheets,
26 manuals, employee records, reports, commercial equipment leases, invoices, and memorandums.

1 **RESPONSE TO DOCUMENT REQUEST NO. 17:**

2 HAPPY incorporates general objections herein. HAPPY objects to the underlying request for
3 production, and thus to this request, because asking for “all documents” related to CBD Supply without
4 any limitation (including a time limitation) is impermissibly overbroad. Because the information sought
5 is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of
6 HAPPY to identify and/or produce.

7 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 17:***

8 *After good faith efforts, HAPPY has not identified any documents responsive to this request. HAPPY*
9 *does not have a relationship with CBD Supply. Discovery is on-going, and HAPPY reserves the right to*
10 *supplement its responses.*

11
12 **DOCUMENT REQUEST NO. 18:**

13 Please produce all communications in Happy Campers’ possession, custody or control, including letters,
14 emails, text messages, facsimiles or any other written communications, related in any manner to
15 Euphoria.

16 **RESPONSE TO DOCUMENT REQUEST NO. 18:**

17 HAPPY incorporates general objections herein. HAPPY objects to the underlying request for
18 production, and thus to this request, because asking for “all communications” related to Euphoria
19 without any limitation (including a time limitation) is impermissibly overbroad. Because the
20 information sought is overbroad and unduly burdensome, it will require unreasonable efforts and
21 expense on behalf of HAPPY to identify and/or produce.

22 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 18:***

23 *After good faith efforts, HAPPY has not identified any documents responsive to this request. HAPPY*
24 *does not have a relationship with Euphoria. Discovery is on-going, and HAPPY reserves the right to*
25 *supplement its responses.*

26 ///

1 **DOCUMENT REQUEST NO. 19:**

2 Please produce all communications in Happy Campers' possession, custody or control, including
3 letters, emails, text messages, facsimiles or any other written communications, related in any manner to
4 E&T.

5
6 **RESPONSE TO DOCUMENT REQUEST NO. 19:**

7 HAPPY incorporates general objections herein. HAPPY objects to the underlying request for
8 production, and thus to this request, because asking for "all communications" related to E&T without
9 any limitation (including a time limitation) is impermissibly overbroad. Because the information sought
10 is overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of
11 HAPPY to identify and/or produce.

12 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 19:***

13 *After good faith efforts, HAPPY has not identified any documents responsive to this request. HAPPY*
14 *does not have a relationship with E&T. Discovery is on-going, and HAPPY reserves the right to*
15 *supplement its responses.*

16 **DOCUMENT REQUEST NO. 20:**

17 Please produce all communications in Happy Campers' possession, custody or control, including letters,
18 emails, text messages, facsimiles or any other written communications, related in any manner to Miral
19 Consulting.

20 **RESPONSE TO DOCUMENT REQUEST NO. 20:**

21 HAPPY incorporates general objections herein. HAPPY objects to the underlying request for
22 production, and thus to this request, because asking for "all communications" related to Miral
23 Consulting without any limitation (including a time limitation) is impermissibly overbroad. Because the
24 information sought is overbroad and unduly burdensome, it will require unreasonable efforts and
25 expense on behalf of HAPPY to identify and/or produce.

26 ///

1 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 20:***

2 *After good faith efforts, HAPPY has not identified any documents responsive to this request. HAPPY*
3 *does not have a relationship with Miral Consulting. Discovery is on-going, and HAPPY reserves the*
4 *right to supplement its responses.*

5
6 **DOCUMENT REQUEST NO. 21:**

7 Please produce all communications in Happy Campers' possession, custody or control, including letters,
8 emails, text messages, facsimiles or any other written communications, related in any manner to CBD
9 Supply.

10 **RESPONSE TO DOCUMENT REQUEST NO. 21:**

11 HAPPY incorporates general objections herein. HAPPY objects to the underlying request for
12 production, and thus to this request, because asking for "all communications" related to CBD Supply
13 without any limitation (including a time limitation) is impermissibly overbroad. Because the
14 information sought is overbroad and unduly burdensome, it will require unreasonable efforts and
15 expense on behalf of HAPPY to identify and/or produce.

16 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 21:***

17 *After good faith efforts, HAPPY has not identified any documents responsive to this request. HAPPY*
18 *does not have a relationship with CBD Supply. Discovery is on-going, and HAPPY reserves the right to*
19 *supplement its responses.*

20 **DOCUMENT REQUEST NO. 22:**

21 Please produce all documents and communications in Happy Campers' possession, custody or
22 control relating to E&T's operations on Euphoria's premises, including contracts with third parties,
23 invoices, receipts, inventories, manuals, internal regulations, employee records, and profit and loss
24 statements.

25
26 ///

1 **RESPONSE TO DOCUMENT REQUEST NO. 22:**

2 HAPPY incorporates general objections herein. HAPPY is not a party to the Joint Venture Agreement.
3 Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books
4 of account and other records reflecting the results of operation for E&T's Production Facility.
5 Accordingly, HAPPY objects to this request on the basis that it seeks information and knowledge in the
6 possession of Euphoria.

7 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 22:**

8 *After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery*
9 *is on-going, and HAPPY reserves the right to supplement its responses.*

10
11 **DOCUMENT REQUEST NO. 23:**

12 Please produce all equipment related documents, including invoices and receipts, in Happy Campers'
13 possession, custody, or control, including the Invoices attached to the *Supplemental Declaration of*
14 *Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening*
15 *Time* as Exhibits 3-A to 3-CC, electronically filed on November 4, 2019.

16 **RESPONSE TO DOCUMENT REQUEST NO. 23:**

17 HAPPY incorporates general objections herein. The phrase "equipment related documents" is not
18 defined. Further, HAPPY objects to the underlying request for production, and thus to this request,
19 because HAPPY is not a party to the Joint Venture Agreement. After a review of the docket, HAPPY
20 did not identify any declaration by Kristin Ehasz filed on November 4, 2019.

21 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 23:**

22 *HAPPY does not have any interest in any property which is the subject of dispute between E&T and*
23 *Euphoria including any property identified on the sales receipts referenced in Document Request No.*
24 *23. HAPPY does not have personal knowledge of the purchases applicable to these sales receipts.*
25 *Further, after good faith inquiry, it does not appear any funds to which HAPPY had any interest were*
26 *used to make these purchases. HAPPY believes that the discovery request is better directed to E&T*
27 *(which claims ownership of the property subject to the dispute) or Kristin Taracki, who purportedly*

made the declaration. Ms. Taracki is no longer associated with HAPPY either as a member or manager.

DOCUMENT REQUEST NO. 24:

For every invoice and receipt identified in response to Request for Production No. 23, please provide any documents related to the equipment's ownership, chain of custody, chain of control, and current location.

RESPONSE TO DOCUMENT REQUEST NO. 24:

HAPPY incorporates general objections herein. HAPPY did not identify any invoice or receipt in response to request no. 23.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 24:

After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery is on-going, and HAPPY reserves the right to supplement its responses.

DOCUMENT REQUEST NO. 25:

For every invoice and receipt identified in response to Request for Production No. 23, please provide any communications related to the equipment's ownership, chain of custody, chain of control, and current location.

RESPONSE TO DOCUMENT REQUEST NO. 25:

HAPPY incorporates general objections herein. HAPPY did not identify any invoice or receipt in response to request no. 23.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 25:

After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery is on-going, and HAPPY reserves the right to supplement its responses.

///

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1 **DOCUMENT REQUEST NO. 26:**

2 Please produce a list of all persons who performed work for Happy Campers from July 7, 2017 until
3 August 31, 2019 and all related payroll records, tax forms, timecards, shifts, and work location
4 assignments.

5
6 **RESPONSE TO DOCUMENT REQUEST NO. 26:**

7 HAPPY incorporates general objections herein. HAPPY is not a party to the Joint Venture Agreement.
8 Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books
9 of account and other records reflecting the results of operation for E&T's Production Facility. NRCP 26
10 does not permit discovery of HAPPY's employee/independent contractor information, since such
11 matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not
12 invade HAPPY's right to privacy without weighing the needs of the case, the amount in controversy, the
13 importance of the issues at stake, the potential for finding relevant material, and the importance of the
14 proposed discovery in resolving the issues.

15 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 26:**

16 *HAPPY has identified Joseph Kennedy and Alex and Kristin Taracki. However, after good faith efforts,*
17 *HAPPY has not identified any documents responsive to this request. Discovery is on-going, and HAPPY*
18 *reserves the right to supplement its responses.*

19
20 **DOCUMENT REQUEST NOS. 27-41:**

21 Please produce any and all documents on which Happy Campers relied or identified in Happy
22 Campers' Response to Interrogatory Nos. 1-15.

23 **RESPONSE TO DOCUMENT REQUEST NO. 27-41:**

24 Subject to and without waiving the foregoing objections, HAPPY has not identified any documents
25 responsive to this request. However, discovery is on-going, and HAPPY reserves the right to
26 supplement its response.

1 ///

2 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 27-41:**

3 *After good faith efforts, HAPPY has not identified any documents responsive to this request. Discovery*
4 *is on-going, and HAPPY reserves the right to supplement its responses.*

5
6
7 **OBJECTIONS AND RESPONSES TO INTERROGATORIES**

8 **INTERROGATORY NO. 1:**

9 Please provide all of the names and percentages held of all membership interests in Happy Campers
10 since its formation.

11
12 **RESPONSE TO INTERROGATORY NO. 1:**

13 HAPPY incorporates general objections herein. NRCP 26 does not permit discovery of the members of
14 HAPPY, since such matters are not relevant and cannot lead to the discovery of admissible
15 evidence. The members of HAPPY are not parties to this case. Discovery may not invade the right to
16 privacy of these individuals without weighing the needs of the case, the amount in controversy, the
17 importance of the issues at stake, the potential for finding relevant material, and the importance of the
18 proposed discovery in resolving the issues.

19 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1:**

20 *HAPPY identifies the following previous members: Joseph Kennedy and Alex and Kristin Taracki as the*
21 *members of HAPPY with 100% of the membership interests in HAPPY. Mr. Kennedy owned more than*
22 *50% of the membership interests.*

23 **INTERROGATORY NO. 2:**

24 Please provide the name of all entities owned, controlled, or otherwise affiliated with Happy Campers
25 since its formation.

26 ///

1 **RESPONSE TO INTERROGATORY NO. 2:**

2 HAPPY incorporates general objections herein. Further, the question is vague, ambiguous, and
3 unintelligible so as to make a response impossible without speculation as to the meaning of the question.

4 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2:***

5 *After good faith efforts, HAPPY has not identified any entity which is owned, controlled or otherwise*
6 *affiliated with HAPPY. For purposes of this supplemental response to Interrogatory No. 2, HAPPY*
7 *assumes the term “controlled” means “identical common management” and the term “affiliated”*
8 *means “identical common ownership” since these terms are not defined by Euphoria.*

9 **INTERROGATORY NO. 3:**

10 For each and every entity identified in Interrogatory No. 2, please provide: all of the names and
11 percentages held of all membership interests since its formation, including the amount(s) of
12 contribution/investment in exchange for said membership interest and the date of such
13 contribution/investment.

14 **RESPONSE TO INTERROGATORY NO. 3:**

15 HAPPY incorporates general objections herein. HAPPY did not identify any entity in response to
16 interrogatory no. 2.

17 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3:***

18 *After good faith efforts, HAPPY did not identify any entity in response to Interrogatory No. 2.*
19

20 **INTERROGATORY NO. 4:**

21 For Happy Campers and for each and every entity identified in response to Interrogatory No. 2, please
22 provide the name of every manager, director, officer, and executive.
23

24 **RESPONSE TO INTERROGATORY NO. 4:**

25 HAPPY incorporates general objections herein. The interrogatory is compound. Further, HAPPY did
26 not identify any entity in response to interrogatory no. 2.
27

1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:**

2 *After good faith efforts, HAPPY has identified Joseph Kennedy and Alex and Kristin Taracki as the sole*
3 *members of HAPPY and members of HAPPY's management committee. Mr. Kennedy had control over*
4 *HAPPY as its majority member.*

5
6 **INTERROGATORY NO. 5:**

7 Fully identify all owners or shareholders of Happy Campers, including the nature and extent of
8 their share hold, equitable interest and/or legal interest, and their respective employment(s)
9 during the five (5) years preceding the date hereof.

10 **RESPONSE TO INTERROGATORY NO. 5:**

11 HAPPY incorporates general objections herein. The interrogatory is compound. Further, HAPPY is a
12 limited liability company, which does not have "shareholders" and no person or entity has a "share
13 hold." NRCP 26 does not permit discovery of the members of HAPPY, since such matters are not
14 relevant and cannot lead to the discovery of admissible evidence. The members of HAPPY are not
15 parties to this case. Discovery may not invade the right to privacy of these individuals without weighing
16 the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for
17 finding relevant material, and the importance of the proposed discovery in resolving the issues.

18 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5:**

19 *After good faith efforts, HAPPY has identified Joseph Kennedy and Alex and Kristin Taracki as the sole*
20 *members of HAPPY and members of HAPPY's management committee. HAPPY does not have personal*
21 *knowledge of the employment histories of the members/managers of HAPPY.*

22 **INTERROGATORY NO. 6:**

23 Please identify any and all money, benefit or credit received from each entity identified in response to
24 Interrogatory No. 2, including but not limited to, the amount, the type, the date, and the reason.

25 ///

26 ///

1 **RESPONSE TO INTERROGATORY NO. 6:**

2 HAPPY incorporates general objections herein. Further, HAPPY did not identify any entity in
3 response to interrogatory no. 2.

4 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 6:***

5 *After good faith efforts, HAPPY has not identified any money, benefit or credit to disclose.*

6
7 **INTERROGATORY NO. 7:**

8 Please identify any and all money, benefit or credit sent to each entity identified in response to
9 Interrogatory No. 2, including but not limited to, the amount, the type, the date, and the reason.

10 **RESPONSE TO INTERROGATORY NO. 7:**

11 Objection. Asked and answered.

12
13 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 7:***

14 *After good faith efforts, HAPPY has not identified any money, benefit or credit to disclose.*

15 **INTERROGATORY NO. 8:**

16 Please provide a detailed description of the nature and extent of Happy Campers' business
17 functions and activities.

18
19 **RESPONSE TO INTERROGATORY NO. 8:**

20 HAPPY incorporates general objections herein. The interrogatory is compound. Further, HAPPY is not
21 a party to the Joint Venture Agreement. Subject to and without waiving the foregoing objections, Happy
22 is a Nevada limited liability company, which has been dissolved.

23 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8:***

24 *HAPPY attempted to enter the business of cannabidiol (CBD) extraction. HAPPY's efforts were not*
25 *successful. HAPPY was previously dissolved. HAPPY is not conducting business.*

1 **INTERROGATORY NO. 9:**

2 Please provide a detailed description of the nature and extent of Happy Camper's relationship
3 with E&T.

4 **RESPONSE TO INTERROGATORY NO. 9:**

5 HAPPY incorporates general objections herein. HAPPY is not a party to the Joint Venture Agreement.
6 NRCP 26 does not permit discovery of HAPPY's relationship with E&T, since such matters are not
7 relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade HAPPY's
8 right to privacy without weighing the needs of the case, the amount in controversy, the importance of the
9 issues at stake, the potential for finding relevant material, and the importance of the proposed discovery
10 in resolving the issues.

11 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 9:***

12 *HAPPY does not have a relationship with E&T. However, Alex and Kristin Taracki were members of*
13 *HAPPY and purported members of E&T. Joseph Kennedy was a member of HAPPY, but upon*
14 *information and belief, Mr. Kennedy was not a manager or member of E&T.*

15 **INTERROGATORY NO. 10:**

16 Please provide a detailed description of the nature and extent of Happy Campers' relationship
17 with CBD Supply.

18 **RESPONSE TO INTERROGATORY NO. 10:**

19 HAPPY incorporates general objections herein. The interrogatory is compound. HAPPY is not a party
20 to the Joint Venture Agreement. NRCP 26 does not permit discovery of HAPPY's relationship with
21 CBD Supply, since such matters are not relevant and cannot lead to the discovery of admissible
22 evidence. Discovery may not invade HAPPY's right to privacy without weighing the needs of the case,
23 the amount in controversy, the importance of the issues at stake, the potential for finding relevant
24 material, and the importance of the proposed discovery in resolving the issues.

25 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10:***

26 *HAPPY does not have a relationship with CBD Supply.*
27

1 **INTERROGATORY NO. 11:**

2 Please provide a detailed description of the nature and extent of Happy Campers' relationship
3 with Miral Consulting.
4

5 **RESPONSE TO INTERROGATORY NO. 11:**

6 HAPPY incorporates general objections herein. The interrogatory is compound. HAPPY is not a party
7 to the Joint Venture Agreement. NRCP 26 does not permit discovery of HAPPY's relationship with
8 Happy Campers, since such matters are not relevant and cannot lead to the discovery of admissible
9 evidence. Discovery may not invade HAPPY's right to privacy without weighing the needs of the case,
10 the amount in controversy, the importance of the issues at stake, the potential for finding relevant
11 material, and the importance of the proposed discovery in resolving the issues.

12 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:***

13 *HAPPY does not have a relationship with Miral Consulting.*
14

15 **INTERROGATORY NO. 12:**

16 Please provide a detailed description of the nature and extent of Happy Campers' relationship with
17 Euphoria.

18 **RESPONSE TO INTERROGATORY NO. 12:**

19 HAPPY incorporates general objections herein. The interrogatory is compound. Further, Euphoria is
20 aware that there is no relationship between HAPPY and Euphoria.

21 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 12:***

22 *HAPPY does not have a relationship with Euphoria.*
23

24 **INTERROGATORY NO. 13:**

25 Please provide a detailed explanation of the reasons why Happy Campers kept equipment and/or
26 products belonging to Happy Campers at Euphoria's Production Facility.
27

1 **RESPONSE TO INTERROGATORY NO. 13:**

2 HAPPY incorporates general objections herein. The interrogatory is compound. HAPPY further
3 objects on the basis that the interrogatory is argumentative.

4 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 13:***

5 *After a good faith inquiry, HAPPY is not aware of any property owned by HAPPY located at E&T's*
6 *Production Facility.*

7 **INTERROGATORY NO. 14:**

8 Please provide a detailed explanation of the reasons why Happy Campers is listed on TCF Sales'
9 Invoice #16017 dated 03/21/2019 attached to the Supplemental Declaration of Kristin Ehasz in
10 Support of Motion for Preliminary Injunction on Application for Order Shortening Time as Exhibit 3-V,
11 electronically filed on November 4, 2019, including who ordered the equipment, who paid for the
12 equipment, the chain of ownership, custody and control of the equipment, and the date it was removed
13 from Euphoria's Production Facility.

14 **RESPONSE TO INTERROGATORY NO. 14:**

15 HAPPY incorporates general objections herein. The interrogatory is compound. The question is vague,
16 ambiguous, and unintelligible so as to make a response impossible without speculation as to the meaning
17 of the question. As noted previously, HAPPY has not identified any declaration of Kristin Ehasz filed
18 on November 4, 2019. The request also requires speculation.

19 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 14:***

20 *HAPPY does not have any interest in any property which is the subject of dispute between E&T and*
21 *Euphoria including any property identified on the sales receipts referenced in Interrogatory No. 14.*
22 *HAPPY does not have personal knowledge of the purchases applicable to these sales receipts. Further,*
23 *after good faith inquiry, it does not appear any funds to which HAPPY had any interest were used to*
24 *make these purchases. HAPPY believes that the discovery request is better directed to E&T (which*
25 *claims ownership of the property subject to the dispute) or Kristin Taracki, who purportedly made the*
26 *declaration. Ms. Taracki is no longer associated as a member or manager of HAPPY.*

1 **INTERROGATORY NO. 15:**

2 Please list the names of all person who performed work for Happy Campers from July 7, 2017 until
3 August 31, 2019.

4 ///

5
6 **RESPONSE TO INTERROGATORY NO. 15:**

7 HAPPY incorporates general objections herein. Asked and answered. HAPPY is not a party to the Joint
8 Venture Agreement. NRCP 26 does not permit discovery of HAPPY's relationship with its employees
9 or independent contractors, since such matters are not relevant and cannot lead to the discovery of
10 admissible evidence. Discovery may not invade HAPPY's right to privacy without weighing the needs
11 of the case, the amount in controversy, the importance of the issues at stake, the potential for finding
12 relevant material, and the importance of the proposed discovery in resolving the issues.

13 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 15:***

14 *After good faith efforts, HAPPY has not identified any such person except Joseph Kennedy and Alex and*
15 *Kristin Taracki.*

16 DATED this 25th day of October, 2021.

17 **LAW OFFICE OF MITCHELL STIPP**

18 */s/ Mitchell Stipp*

19 _____
20 MITCHELL STIPP, ESQ.

21 Nevada Bar. No. 7531

22 1180 N. Town Center Drive, Suite 100

23 Las Vegas, Nevada 89144

24 Telephone: 702.602.1242

25 mstipp@stipplaw.com

26 *Attorneys for Happy Campers, LLC*
27

DECLARATION OF JOSEPH KENNEDY

The above responses to Interrogatories by Euphoria Wellness, LLC to Happy Campers, LLC are true and accurate to the best of my knowledge and belief as an authorized agent for Happy Campers, LLC.

Date: October 25, 2021

/s/ Joseph Kennedy

Joseph Kennedy, Authorized Agent for
Happy Campers, LLC

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CERTIFICATE OF SERVICE

I served the foregoing document described as “**FIRST SUPPLEMENTAL RESPONSES AND OBJECTIONS TO REQUESTS FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES**” on this 25th day of October, 2021, using the electronic filings system of the clerk of the court, to all interested parties.

/s/ Amy Hernandez

LAW OFFICE OF MITCHELL STIPP

EXHIBIT “I”

EXHIBIT “I”

MITCHELL D. STIPP, ESQ.
Nevada Bar No. 7531
LAW OFFICE OF MITCHELL STIPP
1180 N. Town Center Drive, Suite 100
Las Vegas, Nevada 89144
Telephone: 702.602.1242
mstipp@stipplaw.com
Attorneys for CBD Supply Co., LLC

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, STATE OF NEVADA

E&T VENTURES, LLC, a Nevada limited liability company,

Plaintiff,

v.

EUPHORIA WELLNESS, LLC, a Nevada limited liability company; DOE Individuals I-X, inclusive; and ROE ENTITIES 1-10, inclusive;

Defendants.

CASE NO.: A-19-796919-B
DEPT. NO.: XXXI

AND RELATED MATTERS

FIRST SUPPLEMENTAL RESPONSES AND OBJECTIONS TO REQUESTS
FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES

TO: EUPHORIA WELLNESS, LLC (“Euphoria”)

TO: JONES LOVELOCK, attorneys for above.

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PETITIONER'S APPENDIX NO. 00259

1 CBD Supply Co., LLC, a dissolved Nevada limited liability company (“CBD”), by and through
2 its attorneys, and pursuant to Rules 33 and 34 of the Nevada Rules of Civil Procedure, supplements its
3 responses and objections to the requests for the production of documents and interrogatories by
4 Euphoria as set forth below (supplemental responses and objections in italics and strike-through font):

5
6 **PRELIMINARY STATEMENT**

7 1. CBD’s investigation and development of all facts and circumstances relating to this action is
8 ongoing. These responses and objections are made without prejudice to, and are not a waiver of, CBD’s
9 right to rely on other facts or documents at trial.

10 2. By making the accompanying responses and objections, CBD does not waive, and hereby
11 expressly reserves, its right to assert any and all objections as to the admissibility of such responses into
12 evidence in this action, or in any other proceedings, on any and all grounds including, but not limited to,
13 competency, relevancy, materiality, and privilege. Further, CBD makes the responses and objections
14 herein without in any way implying that it considers the requests, and responses to the requests, to be
15 relevant or material to the subject matter of the trial.

16 3. CBD will produce responsive documents only to the extent that such documents are in the
17 possession, custody, or control of CBD, as set forth in the Nevada Rules of Civil Procedure. CBD’s
18 possession, custody, or control does not include any constructive possession that may be conferred by
19 CBD’s right or power to compel the production of documents or information from third parties or to
20 request their production from its managers, members or their respective affiliates.

21 4. A response to a document request stating that objections and/or indicating that documents will be
22 produced shall not be deemed or construed that there are, in fact, responsive documents, that CBD
23 performed any of the acts described in the document request or definitions and/or instructions applicable
24 to the document request, or that CBD acquiesces in the characterization of the conduct or activities
25 contained in the document request or definitions and/or instructions applicable to the document request.

26 5. CBD expressly reserves the right to supplement, clarify, revise, or correct any or all of the
27 responses and objections herein, and to assert additional objections or privileges, in one or more
subsequent supplemental response(s).

7. Publicly available documents including, but not limited to, court papers and documents available
on the Internet, will not be produced.

8. For purposes of CBD’s responses and objections, the following terms shall have the meanings ascribed to them below:

(a) “Joint Venture Agreement” means the First Amended and Restated Agreement dated October 5, 2017, between Euphoria and E&T Ventures, LLC (together with any amendments or supplements thereto).

(b) “E&T’s Production Facility” means the “Production Facility” as defined in the Joint Venture Agreement.

GENERAL OBJECTIONS

1. CBD objects to each instruction, definition, and document request to the extent that it purports to impose any requirement or discovery obligation greater than or different from those under the Nevada Rules of Civil Procedure.

2. CBD objects to each document request that is overly broad, unduly burdensome, or not reasonably calculated to lead to the discovery of admissible evidence.

3. CBD objects to each document request to the extent that it calls for production of a privilege log for internal documents of CBD. A request for such a log is unreasonable and unduly burdensome in light of the work product doctrine, deliberative process privilege, and other privileges protecting such internal documents from discovery.

4. CBD objects to each instruction, definition, and document request to the extent that it seeks documents protected from disclosure by the attorney- client privilege, deliberative process privilege, attorney work product doctrine, or any other applicable privilege. Should any such disclosure by CBD occur, it is inadvertent and shall not constitute a waiver of any privilege.

5. CBD objects to each instruction, definition, and document request as overbroad and unduly burdensome to the extent it seeks documents or information that are readily or more accessible to Euphoria from its own files, from documents or information in Euphoria’s possession, or from documents or information previously produced by CBD in arbitration, mediation, or litigation to which Euphoria is/was a party. Responding to such requests would be oppressive, unduly burdensome, and unnecessarily expensive, and the burden of responding to such requests is substantially the same or less for Euphoria as for CBD. All such documents and information will not be produced.

1 6. Any document requests that call for the production of documents and information that were
2 produced to CBD by other persons and that may contain confidential, proprietary, or trade secret
3 information will not be produced.

4 7. CBD incorporates by reference every general objection set forth above into each specific
5 response set forth below. A specific response may repeat a general objection for emphasis or some other
6 reason. The failure to include any general objection in any specific response does not waive any general
7 objection to that request. Moreover, CBD does not waive its right to amend its responses on or before
8 trial.

8 **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

9 1. CBD objects to the definition of “document” or “documents” to the extent that it purports to
10 impose obligations greater than those set forth in the Nevada Rules of Civil Procedure.

11 2. CBD further objects to the definition of “document” or “documents” to the extent that it calls for
12 documents protected from disclosure by the attorney-client privilege, deliberative process privilege,
13 attorney work product doctrine, or any other applicable privilege.

14 3. CBD objects to each request for documents and interrogatories on the grounds that it is vague
15 and ambiguous, that it calls for the production of documents that are irrelevant to matters subject to trial
16 and not reasonably calculated to lead to the discovery of admissible evidence, and that it is overly broad
17 and unduly burdensome, to the extent that it calls for the production of documents or information
18 without a specific timeframe.

18 **OBJECTIONS AND RESPONSES TO DOCUMENT REQUESTS**

19 **DOCUMENT REQUEST NO. 1:**

20 Please produce all documents evidencing membership interests in CBD Supply from its inception until
21 the present day.
22

23 **RESPONSE TO DOCUMENT REQUEST NO. 1:**

24 CBD incorporates general objections herein. NRCP 26 does not permit discovery of the members of
25 CBD, since such matters are not relevant and cannot lead to the discovery of admissible evidence. The
26 members of CBD are not parties to this case. Discovery may not invade the right to privacy of these
27 individuals without weighing the needs of the case, the amount in controversy, the importance of the

1 issues at stake, the potential for finding relevant material, and the importance of the proposed discovery
2 in resolving the issues.

3 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 1:***

4 *After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is*
5 *on-going, and CBD reserves the right to supplement its responses. Membership interests in CBD are*
6 *not represented by any membership certificates.*

7
8 **DOCUMENT REQUEST NO. 2:**

9 Please produce all of the Articles of Incorporation or any corollary incorporation documents for CBD
10 Supply from its inception until the present day.

11
12 **RESPONSE TO DOCUMENT REQUEST NO. 2:**

13 CBD is a dissolved Nevada limited liability company. Nevada limited liability companies are organized
14 (not incorporated) by the filing of articles of organization under Chapter 86 of the Nevada Revised
15 Statutes. Accordingly, CBD has not identified any documents or communications responsive to
16 Euphoria's request. However, discovery is on-going, and CBD reserves the right to supplement its
17 response.

18 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 2:***

19 *CBD was not organized by Articles of Incorporation. CBD was dissolved. In Nevada, a limited liability*
20 *company is formed by signing and filing the articles of organization, together with the applicable filing*
21 *fees, with the Nevada Secretary of State. NRS 86.151; NRS 86.201.*

22 **DOCUMENT REQUEST NO. 3:**

23 Please produce all of the operating agreements, including amendments, or any corollary governing
24 documents for CBD Supply from its inception until the present day.

25 ///

26 ///

1 **RESPONSE TO DOCUMENT REQUEST NO. 3:**

2 Single member limited liability companies are not required to have an operating agreement under
3 Chapter 86 of the Nevada Revised Statutes. Subject to the forgoing objections, CBD has not identified
4 any documents or communications responsive to Euphoria's request. However, discovery is on-going,
5 and CBD reserves the right to supplement its response.

6 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 3:***

7 *A limited liability company may, but is not required to, adopt an operating agreement. NRS 86.286.*
8 *After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is*
9 *on-going, and CBD reserves the right to supplement its responses.*

10 **DOCUMENT REQUEST NO. 4:**

11 Please produce all membership distribution documents for CBD Supply from its inception until the
12 present day.

13 **RESPONSE TO DOCUMENT REQUEST NO. 4:**

14 The request is vague, ambiguous, and unintelligible so as to make a response impossible without
15 speculation as to the meaning of "membership distribution," which is not defined. Subject to the
16 forgoing objections, CBD has not identified any documents responsive to Euphoria's request. However,
17 discovery is on-going, and CBD reserves the right to supplement its response.

18 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 4:***

19 *After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is*
20 *on-going, and CBD reserves the right to supplement its responses.*

21 **DOCUMENT REQUEST NO. 5:**

22 All documents, including but not limited to monthly, quarterly, or other periodic statements, cancelled
23 checks, deposit slips, wire transfers, etc. regarding any domestic or foreign bank or other financial
24 account, regardless of how such account is titled, over which CBD Supply had signatory authority
25 or other such control at any time during the period from 2015 to the present.
26
27

RESPONSE TO DOCUMENT REQUEST NO. 5:

CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of CBD's banking/financial information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 5:

After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is on-going, and CBD reserves the right to supplement its responses.

DOCUMENT REQUEST NO 6:

Please produce copies of all financial statements and/or loan applications prepared by CBD Supply or on CBD Supply behalf between 2015 and the present.

RESPONSE TO DOCUMENT REQUEST NO. 6:

CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of CBD's banking/financial information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 6:

After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is on-going, and CBD reserves the right to supplement its responses.

1 **DOCUMENT REQUEST NO. 7:**

2 Please produce copies of all credit, debit and/or ATM card statements of account, wherever located and
3 regardless of whose name appears on the account(s), from 2015 to present, for such card(s) which CBD
4 Supply uses or which CBD Supply has signatory authority or other such control.

5 **RESPONSE TO DOCUMENT REQUEST NO. 7:**

6 CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
7 involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not
8 permit discovery of CBD's banking/credit information, since such matters are not relevant and cannot
9 lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without
10 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the
11 potential for finding relevant material, and the importance of the proposed discovery in resolving the
12 issues.

13 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 7:***

14 *After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is*
15 *on-going, and CBD reserves the right to supplement its responses.*

16
17 **DOCUMENT REQUEST NO. 8:**

18 Please produce copies of all documents and communications between CBD Supply and officers,
19 managers, and/or managing members, regarding any stocks, mutual funds, financial investments, etc.,
20 and/or transfers of funds from 2015 to present.

21 **RESPONSE TO DOCUMENT REQUEST NO. 8:**

22 CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
23 involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not
24 permit discovery of CBD's banking/credit information, since such matters are not relevant and cannot
25 lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without
26 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the
27

1 potential for finding relevant material, and the importance of the proposed discovery in resolving the
2 issues.

3 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 8:***

4 *After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is*
5 *on-going, and CBD reserves the right to supplement its responses.*

6
7 **DOCUMENT REQUEST NO. 9:**

8 Please produce copies of CBD Supply's federal and state income tax returns, with accompanying
9 worksheets and any other supporting documents, from 2015 to the present.

10 **RESPONSE TO DOCUMENT REQUEST NO. 9:**

11 CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
12 involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not
13 permit discovery of CBD's tax information, since such matters are not relevant and cannot lead to the
14 discovery of admissible evidence. Discovery may not invade CBD's right to privacy without weighing
15 the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for
16 finding relevant material, and the importance of the proposed discovery in resolving the issues.

17 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 9:***

18 *After good faith efforts, CBD has not identified any documents responsive to this request. CBD is a*
19 *disregarded entity for federal income tax purposes. Nevada does not have a state income tax.*
20 *Discovery is on-going, and CBD reserves the right to supplement its responses.*

21
22 **REQUEST FOR PRODUCTION NO. 10:**

23 Please produce copies of all payroll documents from 2015 to present, including W-4 Forms, W-2
24 Forms, 1099 Forms, I-9 Forms, paystubs, total compensation letters, timecards, and payroll reports.

25 ///

26 ///

27 ///

RESPONSE TO DOCUMENT REQUEST NO. 10:

CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of CBD's payroll information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 10:

After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is on-going, and CBD reserves the right to supplement its responses.

DOCUMENT REQUEST NO. 11

Please produce all profit and loss statements or other documents in CBD Supply possession, custody, or control evidencing profits or losses of CBD Supply between 2015 and the present.

RESPONSE TO DOCUMENT REQUEST NO. 11:

CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not permit discovery of CBD's profit/loss information, since such matters are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant material, and the importance of the proposed discovery in resolving the issues.

SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 11:

After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is on-going, and CBD reserves the right to supplement its responses.

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2
3 **DOCUMENT REQUEST NO. 12:**

4 Please produce all documents evidencing the revenue received by CBD Supply between 2015 and
5 the present.

6 **RESPONSE TO DOCUMENT REQUEST NO. 12:**

7 CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
8 involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not
9 permit discovery of CBD's revenue information, since such matters are not relevant and cannot lead to
10 the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without
11 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the
12 potential for finding relevant material, and the importance of the proposed discovery in resolving the
13 issues.

14
15 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 12:***

16 *After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is*
17 *on-going, and CBD reserves the right to supplement its responses.*

18
19 **DOCUMENT REQUEST NO. 13:**

20 Please produce all documents evidencing the expenditures by CBD Supply between 2015 and the
21 present.

22 **RESPONSE TO DOCUMENT REQUEST NO. 13:**

23 CBD is not a party to the Joint Venture Agreement, and Euphoria has not identified any agreement
24 involving CBD to support its causes of action for conspiracy and concert of action. NRCP 26 does not
25 permit discovery of CBD's revenue information, since such matters are not relevant and cannot lead to
26 the discovery of admissible evidence. Discovery may not invade CBD's right to privacy without
27 weighing the needs of the case, the amount in controversy, the importance of the issues at stake, the

PETITIONER'S APPENDIX NO. 00269

1 potential for finding relevant material, and the importance of the proposed discovery in resolving the
2 issues.

3
4 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 13:***

5 *After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is*
6 *on-going, and CBD reserves the right to supplement its responses.*

7 **DOCUMENT REQUEST NO. 14:**

8 Please produce all documents in CBD Supply's possession, custody or control relating to Euphoria,
9 including but not limited to contracts, ledgers, receipts, requests for approval, product sheets, manuals,
10 employee records, reports, commercial equipment leases, invoices, and memorandums.

11 **RESPONSE TO DOCUMENT REQUEST NO. 14:**

12 CBD incorporates general objections herein. Section 7.1 of the Joint Venture Agreement requires the
13 E&T and Euphoria jointly to maintain the books of account and other records reflecting the results of
14 operation for E&T's Production Facility. Accordingly, CBD objects to this request on the basis that it
15 seeks information and knowledge in the possession of Euphoria.

16
17 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 14:***

18 *After good faith efforts, CBD has not identified any documents responsive to this request. CBD does not*
19 *have a relationship with Euphoria. Discovery is on-going, and CBD reserves the right to supplement its*
20 *responses.*

21
22 **DOCUMENT REQUEST NO. 15:**

23 Please produce all documents in CBD Supply's possession, custody or control relating to E&T,
24 including but not limited to contracts, ledgers, receipts, requests for approval, product sheets,
25 manuals, employee records, reports, commercial equipment leases, invoices, and
26 memorandums.

27 ///

1 **RESPONSE TO DOCUMENT REQUEST NO. 15:**

2 CBD incorporates general objections herein. CBD objects to the underlying request for production, and
3 thus to this request, because asking for “all documents” related to E&T without any limitation (including
4 a time limitation) is impermissibly overbroad. Because the information sought is overbroad and unduly
5 burdensome, it will require unreasonable efforts and expense on behalf of CBD to identify and/or
6 produce.

7 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 16:***

8 *After good faith efforts, CBD has not identified any documents responsive to this request. CBD does not*
9 *have a relationship with E&T. Discovery is on-going, and CBD reserves the right to supplement its*
10 *responses.*

11 **DOCUMENT REQUEST NO. 16:**

12 Please produce all documents in CBD Supply’s possession, custody or control relating to Miral
13 Consulting, including but not limited to contracts, ledgers, receipts, requests for approval,
14 product sheets, manuals, employee records, reports, commercial equipment leases, invoices, and
15 memorandums.

16 **RESPONSE TO DOCUMENT REQUEST NO. 16:**

17 CBD incorporates general objections herein. CBD objects to the underlying request for production, and
18 thus to this request, because asking for “all documents” related to Miral Consulting without any
19 limitation (including a time limitation) is impermissibly overbroad. Because the information sought is
20 overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of CBD to
21 identify and/or produce.

22 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 16:***

23 *After good faith efforts, CBD has not identified any documents responsive to this request. CBD does not*
24 *have a relationship with Miral Consulting. Discovery is on-going, and CBD reserves the right to*
25 *supplement its responses.*

1 **DOCUMENT REQUEST NO. 17:**

2 Please produce all documents in CBD Supply's possession, custody or control relating to Happy
3 Campers, including but not limited to contracts, ledgers, receipts, requests for approval, product sheets,
4 manuals, employee records, reports, commercial equipment leases, invoices, and memorandums.

5 **RESPONSE TO DOCUMENT REQUEST NO. 17:**

6 CBD incorporates general objections herein. CBD objects to the underlying request for production, and
7 thus to this request, because asking for "all documents" related to CBD Supply without any limitation
8 (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad
9 and unduly burdensome, it will require unreasonable efforts and expense on behalf of CBD to identify
10 and/or produce.

11 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 17:***

12 *After good faith efforts, CBD has not identified any documents responsive to this request. CBD does not*
13 *have a relationship with Happy Campers. Discovery is on-going, and CBD reserves the right to*
14 *supplement its responses.*

15 **DOCUMENT REQUEST NO. 18:**

16 Please produce all communications in CBD Supply's possession, custody or control, including letters,
17 emails, text messages, facsimiles or any other written communications, related in any manner to
18 Euphoria.

19
20 **RESPONSE TO DOCUMENT REQUEST NO. 18:**

21 CBD incorporates general objections herein. CBD objects to the underlying request for production, and
22 thus to this request, because asking for "all communications" related to Euphoria without any limitation
23 (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad
24 and unduly burdensome, it will require unreasonable efforts and expense on behalf of CBD to identify
25 and/or produce.

26 ///

27 ///

1 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 18:**

2 *After good faith efforts, CBD has not identified any documents responsive to this request. CBD does not*
3 *have a relationship with Euphoria. Discovery is on-going, and CBD reserves the right to supplement its*
4 *responses.*

5
6 **DOCUMENT REQUEST NO. 19:**

7 Please produce all communications in CBD Supply's possession, custody or control, including letters,
8 emails, text messages, facsimiles or any other written communications, related in any manner to E&T.

9
10 **RESPONSE TO DOCUMENT REQUEST NO. 19:**

11 CBD incorporates general objections herein. CBD objects to the underlying request for production, and
12 thus to this request, because asking for "all communications" related to E&T without any limitation
13 (including a time limitation) is impermissibly overbroad. Because the information sought is overbroad
14 and unduly burdensome, it will require unreasonable efforts and expense on behalf of CBD to identify
15 and/or produce.

16 **SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 19:**

17 *After good faith efforts, CBD has not identified any documents responsive to this request. CBD does not*
18 *have a relationship with E&T. Discovery is on-going, and CBD reserves the right to supplement its*
19 *responses.*

20 **DOCUMENT REQUEST NO. 20:**

21 Please produce all communications in CBD Supply's possession, custody or control, including letters,
22 emails, text messages, facsimiles or any other written communications, related in any manner to Miral
23 Consulting.

24 ///

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26 ///

1 **RESPONSE TO DOCUMENT REQUEST NO. 20:**

2 CBD incorporates general objections herein. CBD objects to the underlying request for production, and
3 thus to this request, because asking for “all communications” related to Miral Consulting without any
4 limitation (including a time limitation) is impermissibly overbroad. Because the information sought is
5 overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of CBD to
6 identify and/or produce.

7 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 20:***

8 *After good faith efforts, CBD has not identified any documents responsive to this request. CBD does not*
9 *have a relationship with Miral Consulting. Discovery is on-going, and CBD reserves the right to*
10 *supplement its responses.*

11 **DOCUMENT REQUEST NO. 21:**

12 Please produce all communications in CBD Supply’s possession, custody or control, including letters,
13 emails, text messages, facsimiles or any other written communications, related in any manner to CBD
14 Supply.

15
16 **RESPONSE TO DOCUMENT REQUEST NO. 21:**

17 CBD incorporates general objections herein. CBD objects to the underlying request for production, and
18 thus to this request, because asking for “all communications” related to CBD Supply without any
19 limitation (including a time limitation) is impermissibly overbroad. Because the information sought is
20 overbroad and unduly burdensome, it will require unreasonable efforts and expense on behalf of CBD to
21 identify and/or produce.

22 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 21:***

23 *After good faith efforts, CBD has not identified any documents responsive to this request. CBD is*
24 *dissolved. Discovery is on-going, and CBD reserves the right to supplement its responses.*

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27 ///

1 **DOCUMENT REQUEST NO. 22:**

2 Please produce all documents and communications in CBD Supplies' possession, custody or
3 control relating to E&T's operations on Euphoria's premises, including contracts with third parties,
4 invoices, receipts, inventories, manuals, internal regulations, employee records, and profit and loss
5 statements.
6

7
8 **RESPONSE TO DOCUMENT REQUEST NO. 22:**

9 CBD incorporates general objections herein. CBD is not a party to the Joint Venture Agreement.
10 Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books
11 of account and other records reflecting the results of operation for E&T's Production Facility.
12 Accordingly, CBD objects to this request on the basis that it seeks information and knowledge in the
13 possession of Euphoria.
14

15 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 22:***

16 *After good faith efforts, CBD has not identified any documents responsive to this request. CBD does not*
17 *have a relationship with E&T. Discovery is on-going, and CBD reserves the right to supplement its*
18 *responses.*
19

20 **DOCUMENT REQUEST NO. 23:**

21 Please produce all equipment related documents, including invoices and receipts, in CBD Supply's
22 possession, custody, or control, including the Invoices attached to the *Supplemental Declaration of*
23 *Kristin Ehasz in Support of Motion for Preliminary Injunction on Application for Order Shortening*
24 *Time* as Exhibits 3-A to 3-CC, electronically filed on November 4, 2019.

25 **RESPONSE TO DOCUMENT REQUEST NO. 23:**

26 CBD incorporates general objections herein. The phrase "equipment related documents" is not defined.
27 Further, CBD objects to the underlying request for production, and thus to this request, because CBD is

1 not a party to the Joint Venture Agreement. After a review of the docket, CBD did not identify any
2 declaration by Kristin Ehasz filed on November 4, 2019.

3 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 23:***

4 *CBD does not have any interest in any property which is the subject of dispute between E&T and*
5 *Euphoria including any property identified on the sales receipts referenced in Document Request No.*
6 *23. CBD does not have personal knowledge of the purchases applicable to these sales receipts.*
7 *Further, after good faith inquiry, it does not appear any funds to which CBD had any interest were used*
8 *to make these purchases. CBD believes that the discovery request is better directed to E&T (which*
9 *claims ownership of the property subject to the dispute), or Kristin Taracki, who purportedly made the*
10 *declaration.*

11 **DOCUMENT REQUEST NO. 24:**

12 For every invoice and receipt identified in response to Request for Production No. 23, please provide
13 any documents related to the equipment's ownership, chain of custody, chain of control, and current
14 location.

15
16 **RESPONSE TO DOCUMENT REQUEST NO. 24:**

17 CBD incorporates general objections herein. CBD did not identify any invoice or receipt in response to
18 request no. 23.

19
20 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 24:***

21 *After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is*
22 *on-going, and CBD reserves the right to supplement its responses.*

23 **DOCUMENT REQUEST NO. 25:**

24 For every invoice and receipt identified in response to Request for Production No. 23, please
25 provide any communications related to the equipment's ownership, chain of custody, chain of control,
26 and current location.

1 **RESPONSE TO DOCUMENT REQUEST NO. 25:**

2 CBD incorporates general objections herein. CBD did not identify any invoice or receipt in response to
3 request no. 23.

4
5 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 25:***

6 *After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is*
7 *on-going, and CBD reserves the right to supplement its responses.*

8
9 **DOCUMENT REQUEST NO. 26:**

10 Please produce a list of all persons who performed work for CBD Supply from July 7, 2017 until August
11 31, 2019 and all related payroll records, tax forms, timecards, shifts, and work location assignments.

12
13 **RESPONSE TO DOCUMENT REQUEST NO. 26:**

14 CBD incorporates general objections herein. CBD is not a party to the Joint Venture Agreement.
15 Section 7.1 of the Joint Venture Agreement requires the E&T and Euphoria jointly to maintain the books
16 of account and other records reflecting the results of operation for E&T's Production Facility. NRCP 26
17 does not permit discovery of CBD's employee/independent contractor information, since such matters
18 are not relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade
19 CBD's right to privacy without weighing the needs of the case, the amount in controversy, the
20 importance of the issues at stake, the potential for finding relevant material, and the importance of the
21 proposed discovery in resolving the issues.

22
23 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 26:***

24 *CBD has identified Alex and Kristin Taracki. However, after good faith efforts, CBD has not identified*
25 *any documents responsive to this request. Discovery is on-going, and CBD reserves the right to*
26 *supplement its responses.*

1 **DOCUMENT REQUEST NOS. 27-43:**

2 Please produce any and all documents on which CBD Supply relied or identified in CBD Supply's
3 Response to Interrogatory Nos. 1-17.

4 **RESPONSE TO DOCUMENT REQUEST NO. 27-43:**

5 Subject to and without waiving the foregoing objections, CBD has not identified any documents
6 responsive to this request. However, discovery is on-going, and CBD reserves the right to supplement
7 its response.

8
9 ***SUPPLEMENTAL RESPONSE TO DOCUMENT REQUEST NO. 27-43:***

10 *After good faith efforts, CBD has not identified any documents responsive to this request. Discovery is*
11 *on-going, and CBD reserves the right to supplement its responses.*

12
13 **OBJECTIONS AND RESPONSES TO INTERROGATORIES**

14
15 **INTERROGATORY NO. 1:**

16 Please provide all of the names and percentages held of all membership interests in CBD Supply since
17 its formation.

18 **RESPONSE TO INTERROGATORY NO. 1:**

19 CBD incorporates general objections herein. NRCP 26 does not permit discovery of the members of
20 CBD, since such matters are not relevant and cannot lead to the discovery of admissible evidence. The
21 members of CBD are not parties to this case. Discovery may not invade the right to privacy of these
22 individuals without weighing the needs of the case, the amount in controversy, the importance of the
23 issues at stake, the potential for finding relevant material, and the importance of the proposed discovery
24 in resolving the issues.

25 ///

26 ///

27 ///

1 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1:***

2 *CBD identifies the following previous members: Alex and Kristin Taracki as the members of CBD with*
3 *100% of the membership interests.*

4 **INTERROGATORY NO. 2:**

5 Please provide the name of all entities owned, controlled, or otherwise affiliated with CBD Supply since
6 its formation.

7 **RESPONSE TO INTERROGATORY NO. 2:**

8 CBD incorporates general objections herein. Further, the question is vague, ambiguous, and
9 unintelligible so as to make a response impossible without speculation as to the meaning of the question.
10

11 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2:***

12 *After good faith efforts, CBD has not identified any entity which is owned, controlled or otherwise*
13 *affiliated with CBD. For purposes of this supplemental response to Interrogatory No. 2, CBD assumes*
14 *the term “controlled” means “identical common management” and the term “affiliated” means*
15 *“identical common ownership” since these terms are not defined by Euphoria.*

16 **INTERROGATORY NO. 3:**

17 For each and every entity identified in Interrogatory No. 2, please provide: all of the names and
18 percentages held of all membership interests since its formation, including the amount(s) of
19 contribution/investment in exchange for said membership interest and the date of such
20 contribution/investment.

21 **RESPONSE TO INTERROGATORY NO. 3:**

22 CBD incorporates general objections herein. CBD did not identify any entity in response to
23 interrogatory no. 2.
24

25 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3:***

26 *After good faith efforts, CBD did not identify any entity in response to Interrogatory No. 2.*
27

1 **INTERROGATORY NO. 4:**

2 For CBD Supply and for each and every entity identified in response to Interrogatory No. 2, please
3 provide the name of every manager, director, officer, and executive.
4

5 **RESPONSE TO INTERROGATORY NO. 4:**

6 CBD incorporates general objections herein. The interrogatory is compound. Further, CBD did not
7 identify any entity in response to interrogatory no. 2.

8 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:***

9 *After good faith efforts, CBD has identified Alex and Kristin Taracki as the sole members/managers of*
10 *CBD.*

11
12 **INTERROGATORY NO. 5:**

13 Fully identify all owners or shareholders of CBD Supply, including the nature and extent of
14 their share hold, equitable interest and/or legal interest, and their respective employment(s)
15 during the five (5) years preceding the date hereof.

16 **RESPONSE TO INTERROGATORY NO. 5:**

17 CBD incorporates general objections herein. The interrogatory is compound. Further, CBD is a limited
18 liability company, which does not have “shareholders” and no person or entity has a “share hold.”
19 NRCP 26 does not permit discovery of the members of CBD, since such matters are not relevant and
20 cannot lead to the discovery of admissible evidence. The members of CBD are not parties to this case.
21 Discovery may not invade the right to privacy of these individuals without weighing the needs of the
22 case, the amount in controversy, the importance of the issues at stake, the potential for finding relevant
23 material, and the importance of the proposed discovery in resolving the issues.

24 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5:***

25 *After good faith efforts, CBD has identified Alex and Kristin Taracki as the sole members. CBD does*
26 *not have personal knowledge of the employment histories of the members/managers of CBD.*
27

1 **INTERROGATORY NO. 6:**

2 Please identify any and all money, benefit or credit received from each entity identified in response to
3 Interrogatory No. 2, including but not limited to, the amount, the type, the date, and the reason.
4

5 **RESPONSE TO INTERROGATORY NO. 6:**

6 CBD incorporates general objections herein. Further, CBD did not identify any entity in response to
7 interrogatory no. 2.
8

9 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 6:***

10 *After good faith efforts, CBD has not identified any money, benefit or credit to disclose.*
11

12 **INTERROGATORY NO. 7:**

13 Please identify any and all money, benefit or credit sent to each entity identified in response to
14 Interrogatory No. 2, including but not limited to, the amount, the type, the date, and the reason.
15

16 **RESPONSE TO INTERROGATORY NO. 7:**

17 Objection. Asked and answered.
18

19 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 7:***

20 *After good faith efforts, CBD has not identified any money, benefit or credit to disclose.*
21

22 **INTERROGATORY NO. 8:**

23 Please provide a detailed description of the nature and extent of CBD Supply's business functions
24 and activities.

25 **RESPONSE TO INTERROGATORY NO. 8:**

26 CBD incorporates general objections herein. The interrogatory is compound. Further, CBD is not a
27 party to the Joint Venture Agreement. Subject to and without waiving the foregoing objections, CBD is
a Nevada limited liability company, which has been dissolved.

PETITIONER'S APPENDIX NO. 00281

1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8:**

2 *CBD attempted to enter the business of cannabidiol (CBD) extraction. CBD's efforts were not*
3 *successful. CBD was dissolved. CBD is not conducting business.*
4

5 **INTERROGATORY NO. 9:**

6 Please provide a detailed description of the nature and extent of CBD Supply's relationship with
7 E&T.

8 **RESPONSE TO INTERROGATORY NO. 9:**

9 CBD incorporates general objections herein. CBD is not a party to the Joint Venture Agreement.
10 NRCP 26 does not permit discovery of CBD's relationship with E&T, since such matters are not
11 relevant and cannot lead to the discovery of admissible evidence. Discovery may not invade CBD's
12 right to privacy without weighing the needs of the case, the amount in controversy, the importance of the
13 issues at stake, the potential for finding relevant material, and the importance of the proposed discovery
14 in resolving the issues.

15 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 9:**

16 *CBD does not have a relationship with E&T. However, Alex and Kristin Taracki were members of CBD*
17 *and purported members of E&T.*
18

19 **INTERROGATORY NO. 10:**

20 Please provide a detailed description of the nature and extent of CBD Supply's relationship with
21 Miral Consulting.

22 **RESPONSE TO INTERROGATORY NO. 10:**

23 CBD incorporates general objections herein. The interrogatory is compound. CBD is not a party to the
24 Joint Venture Agreement. NRCP 26 does not permit discovery of CBD's relationship with CBD
25 Supply, since such matters are not relevant and cannot lead to the discovery of admissible evidence.
26 Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in
27

1 controversy, the importance of the issues at stake, the potential for finding relevant material, and the
2 importance of the proposed discovery in resolving the issues.

3 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10:***

4 *CBD does not have a relationship with Miral Consulting.*

6 **INTERROGATORY NO. 11:**

7 Please provide a detailed description of the nature and extent of CBD Supply's relationship with
8 Happy Campers.

9 **RESPONSE TO INTERROGATORY NO. 11:**

10 CBD incorporates general objections herein. The interrogatory is compound. CBD is not a party to the
11 Joint Venture Agreement. NRCP 26 does not permit discovery of CBD's relationship with CBD
12 Campers, since such matters are not relevant and cannot lead to the discovery of admissible evidence.
13 Discovery may not invade CBD's right to privacy without weighing the needs of the case, the amount in
14 controversy, the importance of the issues at stake, the potential for finding relevant material, and the
15 importance of the proposed discovery in resolving the issues.

16 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:***

17 *CBD does not have a relationship with Happy Campers.*

19 **INTERROGATORY NO. 12:**

20 Please provide a detailed description of the nature and extent of CBD Supply's relationship with
21 Euphoria.

22 **RESPONSE TO INTERROGATORY NO. 12:**

23 CBD incorporates general objections herein. The interrogatory is compound. Further, Euphoria is
24 aware that there is no relationship between CBD and Euphoria.

26 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 12:***

27 *CBD does not have a relationship with Euphoria.*

1
2 **INTERROGATORY NO. 13:**

3 Please provide a detailed explanation of the reasons why CBD Supply kept equipment and/or products
4 belonging to CBD Supply at Euphoria's Production Facility.

5
6 **RESPONSE TO INTERROGATORY NO. 13:**

7 CBD incorporates general objections herein. The interrogatory is compound. CBD further objects on
8 the basis that the interrogatory is argumentative.

9 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 13:***

10 *After a good faith inquiry, CBD is not aware of any property owned by CBD located at E&T's*
11 *Production Facility.*

12
13 **INTERROGATORY NO. 14:**

14 Please provide a detailed description of each piece of equipment, supplies, and materials belonging to
15 CBD Supply, which were kept in Euphoria's Production Facility from July 7, 2017 until August 31,
16 2019.

17 **RESPONSE TO INTERROGATORY NO. 14:**

18 CBD incorporates general objections herein. The interrogatory is compound. However, discovery is
19 on-going, and CBD reserves the right to supplement its response.

20 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 14:***

21 *After a good faith inquiry, CBD is not aware of any property owned by CBD located at E&T's*
22 *Production Facility.*

23
24 **INTERROGATORY NO. 15:**

25 Please provide a detailed explanation of the reasons why any equipment, supplies, and materials
26 belonging to CBD Supply were kept in Euphoria's Production Facility from July 7, 2017 until August
27 31, 2019.

1 **RESPONSE TO INTERROGATORY NO. 15:**

2 CBD incorporates general objections herein. Asked and answered.

3 ***SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 15:***

4 *After a good faith inquiry, CBD is not aware of any property owned by CBD located at E&T's*
5 *Production Facility.*

6
7 DATED this 25th day of October, 2021.

8 **LAW OFFICE OF MITCHELL STIPP**

9 */s/ Mitchell Stipp*

10 _____
11 MITCHELL STIPP, ESQ.
12 Nevada Bar. No. 7531
13 1180 N. Town Center Drive, Suite 100
14 Las Vegas, Nevada 89144
15 Telephone: 702.602.1242
16 mstipp@stipplaw.com
17 *Attorneys for CBD Supply Co., LLC*

18 **DECLARATION OF KRISTIN TARACKI**

19 The above responses to Interrogatories by Euphoria Wellness, LLC to CBD Supply Co., LLC are
20 true and accurate to the best of my knowledge and belief as an authorized agent for CBD Supply Co.,
21 LLC.

22 Date: October 25, 2021

23 */s/ Kristin Taracki*

24 _____
25 Kristina Taracki, Authorized Agent for
26 CBD Supply Co., LLC
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CERTIFICATE OF SERVICE

I served the foregoing document described as “**FIRST SUPPLEMENTAL RESPONSES AND OBJECTIONS TO REQUESTS FOR THE PRODUCTION OF DOCUMENTS AND INTERROGATORIES**” on this 25th day of October, 2021, using the electronic filings system of the clerk of the court, to all interested parties.

/s/ Amy Hernandez

LAW OFFICE OF MITCHELL STIPP