

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

I. Issued by the

# UNITED STATES DISTRICT COURT

## FOR THE NORTHERN DISTRICT OF TEXAS

SECURITIES AND EXCHANGE  
COMMISSION

Plaintiff,

### SUBPOENA IN A CIVIL CASE

v.

CASE NO.: 4:11-cv-655

JAMES G. TEMME, and STEWARDSHIP  
FUND, LP

Eastern District of Texas

Defendant.

TO: Digital Discovery International, Inc.  
c/o R. Kelly Jones  
8131 LBJ Freeway, Suite 325  
Dallas, TX 75251

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

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

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

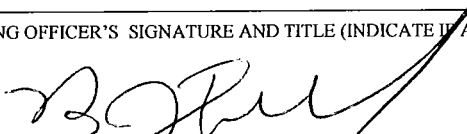
PLACE OF DEPOSITION	DATE AND TIME
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YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date and time specified below (list documents or objects): **See Exhibit A.**

PLACE Bryan Cave, LLP c/o Bradley J. Purcell 2200 Ross Avenue, Suite 3300 Dallas, TX 75201	DATE AND TIME April 24, 2013 9:00 a.m.
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YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
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ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT) 	DATE April 10, 2013
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ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER Bradley J. Purcell, Bryan Cave LLP, 2200 Ross Avenue, Suite 3300, Dallas, TX 75201 Ph: 214.721.8000	
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**PROOF OF SERVICE**

<b>DATE SERVED</b>	<b>PLACE</b>	
	Digital Discovery International, Inc. c/o R. Kelly Jones 8131 LBJ Freeway, Suite 325 Dallas, TX 75251	
<b>SERVED ON (PRINT NAME)</b>	<b>MANNER OF SERVICE</b>	
<b>SERVED BY (PRINT NAME)</b>	<b>TITLE</b>	

**DECLARATION OF SERVER**

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

Executed on \_\_\_\_\_  
DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

**(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and reasonable attorney's fees.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it  
 (i) fails to allow reasonable time for compliance;  
 (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in

person, except that, subject to the provisions of clause (3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or  
 (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or  
 (iv) subjects a person to undue burden.

(B) If a subpoena  
 (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or  
 (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party of an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) DUTIES IN RESPONDING TO SUBPOENA.**

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

EXHIBIT A

INSTRUCTIONS

If any document or item of property described herein was, but no longer is, within your possession, custody or control, or if you have knowledge of a specific document or item of property that is clearly responsive to a request but such document or item is not within your possession, custody or control, please state in detail:

- (a) a summary of the contents of the document;
- (b) what disposition was made of it;
- (c) the date of such disposition;
- (d) whether the original or a copy thereof is in the possession, custody, or control of any other person, corporation or entity; and
- (e) if the answer to (d) is in the affirmative, the identity of that other person, corporation or entity.

All definitions set forth below apply to the foregoing instructions as well as to the requests themselves, and shall be carefully regarded.

DEFINITIONS

As used herein:

1. The term “*communication*” shall mean any written, oral, or electronic conversation, meeting, contact, promise, representation, exchange or inducement of which Plaintiffs have any knowledge or information, whether internal or external.

2. The term “*Receivership Entities*” or “*Receivership Entity*” shall mean any of James G. Temme, Stewardship Fund, LP, and all other entities directly or indirectly controlled by James G. Temme or Stewardship Fund, LP, including, but not

limited to, Stewardship Advisors, LLC, d/b/a Stewardship Advisors, LP, Stewardship Asset Management Genpar I, LLC, Stewardship Group, LLC, Stewardship Direct Holdings, LP, Stewardship Consolidated, LLC, Stewardship Companies, LLC, Destiny Fund, LP, and Stewardship Management, LP.

3. The term “*document*” shall be used in its customary broad sense and shall mean all written, reported, recorded, or graphic material, however produced or reproduced, which are in the Plaintiffs’ possession, custody, or control or that of the Plaintiffs’ agents, attorneys, or representatives, including, but not limited to: all agreements, instruments, memoranda, reports, financial reports, letters, envelopes, electronic mail messages (including e-mail and text messages), telegrams, telefaxes, messages (including reports, notes, and memoranda of telephone conversations or conferences), summaries of records of personal conversations or interviews, minutes or records of meetings, lists of persons attending meetings, records or summaries of negotiations, stenographic or hand-written notes, records, accounts, voice recordings, work papers, arithmetical computations, minutes or records of all other communications of any type (including inter- and intra-office communications), charts, graphs, tapes, discs, data cells, drums, printouts and compilations, computer-readable materials, opinions, loan documents (including loan applications, security agreements, promissory notes, mortgages, collateral assignments, security agreements, and guaranty agreements), websites, drafts of the foregoing items, and copies or reproductions of the foregoing upon which notations and writings have been made which do not appear on the originals.

4. The term “*electronic device*” or “*electronic devices*” shall mean any personal computer, laptop, server, hard drive, flash drive, jump drive, CD, DVD, pager,

or mobile phone.

5. The term “**Digital Discovery**” shall mean Digital Discovery International, Inc., and any affiliates of Digital Discovery International, Inc. and their representatives, agents, attorneys, or any other persons who are in possession of or who may have obtained information from them or on their behalf, and any other persons known by them to be acting or purporting to act on their behalf.

6. A document “**relating to,**” “**related to,**” “**which related to,**” “**reflects,**” “**reflecting,**” “**which reflects,**” “**refers to,**” or “**relates to**” any given subject matter means any document that constitutes, contains, embodies, identifies, reflects, bears upon, or deals with that subject, including without limitation, documents concerning the preparation of documents.

7. The terms “**you**” or “**your**” shall mean Digital Discovery International, Inc..

8. References in the singular include the plural, and references to the plural include the singular.

9. The term “**and**” means “**and**” or “**or.**”

10. The term “**or**” means “**and**” or “**or.**”

11. The terms “**any**” or “**each**” should be understood to include and encompass “**all.**”

12. “**Including**” means including but not limited to.

13. The past verb tense includes the present verb tense, and the present verb tense includes the past verb tense.

14. The masculine form of any noun includes the masculine, feminine, and

neuter forms.

15. The feminine form of any noun includes the masculine, feminine, and neuter forms.

16. The neuter form of any noun includes the masculine, feminine, and neuter forms.

17. All other terms are to be interpreted in accordance with their normal usage in the English language.

### **REQUESTED DOCUMENTS**

1. Any and all electronic devices related to any Receivership Entity.
2. Any and all communications between Digital Discovery and any Receivership Entity from January 2007 to the present.
3. Any and all contracts or agreements by and between Digital Discovery and any Receivership Entity.
4. All documents and communications related to any transaction wherein a Receivership Entity was a party.
5. Any and all electronic data received from, owned by, or related to any Receivership Entity.