

July 1, 2025

VIA ECF

Honorable Gregory H. Woods
United States District Judge
United States District Court
Southern District of New York
500 Pearl Street
New York, NY 10007

RE: *Emilio Garcia v. Roc Nation LLC, et al.*
S.D.N.Y. Case No. 24-cv-07587 (GHW)

Dear Judge Woods:

Plaintiff Emilio Garcia (“Plaintiff”) and Defendants Megan Pete a/k/a Megan Thee Stallion (“Ms. Pete”), Hot Girl Touring, LLC, Megan Thee Stallion Entertainment, Inc., and Roc Nation, LLC (together “Defendants”) write jointly to request a pre-motion conference regarding Plaintiff’s anticipated motion to compel the depositions of Roc Nation’s Chief Executive Officer, Desiree Perez. This is Plaintiff’s second attempt to take the deposition of Desiree Perez.

INTRODUCTION

Counsel for all Parties have met and conferred (as described below) on these issues prior to requesting a pre-motion conference but have been unable to resolve the dispute.

On May 22, 2025, the Court issued a Protective Order preventing Plaintiff from taking the Deposition of Ms. Perez under the apex doctrine. (DKT #111.) The Court also ruled Plaintiff may request a lift of the Protective Order if circumstances changed after the depositions of Ms. Pete and/or Mr. Mulvehill. (*Id.*) Plaintiff asserts below those depositions provide grounds for the relief sought here.

Since May 22, 2025, the parties have completed the following depositions:

1. June 3, 2025 – Plaintiff Emilio Garcia
2. June 9, 2025 – Akil McCoy (former makeup artist for Defendant Megan Pete)
3. June 10, 2025 – Michael Maledon (personal security for Defendant Megan Pete)
4. June 13, 2025 – Completion of Plaintiff’s deposition
5. June 19, 2025 – Jaela Mitchell (personal friend of Defendant Pete)
6. June 25, 2025 – Defendant Megan Pete
7. June 26, 2025 – Isabelle Kuzmich (worked for accounting firm utilized by Defendant Pete)
8. June 26, 2025 – Jason McMillen (worked for accounting firm utilized by Defendant Pete)
9. June 27, 2025 – Tom Lang (personal security for Defendant Pete)
10. June 30, 2025 – Sean Mulvehill (Chief Financial Officer of Defendant ROC Nation)
11. June 30, 2025 – Joshua Sanchez (ex-boyfriend of the Plaintiff)

Re: *Garcia v. Roc Nation, LLC, et al.*

July 1, 2025

Page 2

The following depositions are currently noticed to take place on or before the July 7, 2025:

12. July 2, 2025 – Aleksandra Garcia (former makeup artist to Defendant Pete)
13. July 2, 2025 – Travis Farris (long-time manager of Defendant Pete)
14. July 7, 2025 – Daren Kyle (former personal friend of Ms. Pete)
15. July 7, 2025 – Queenitra Jones (former personal friend of Ms. Pete)
16. July 7, 2025 - Imene Meziane (Plaintiff’s attorney interacting with Desiree Perez in 2022)
17. July 7, 2025 – Desiree Perez * (subject to Court’s permission)

**THE PARTIES’ RESPECTIVE POSITIONS
REGARDING DEPOSITION OF DESIREE**

*Plaintiff’s Position for 3 Hours for the Deposition of Ms. Perez*¹

On May 23, 2025, Jordan Siev (counsel for Defendant ROC Nation), represented that June 30, 2025 was the soonest availability of Mr. Mulvehill. (**Exhibit “A.”**)

On June 23, 2025, two weeks before the discovery cut-off, ROC Nation served its first set of document production.

On June 25, 2025, Defendant Megan Pete was deposed by counsel for Plaintiff, Ron Zambrano. During the Deposition of Ms. Pete, the following topics pertinent to the present request came up:

- No Knowledge Plaintiff’s Pay Rate - Ms. Pete did not know what rate Plaintiff was paid since the inception. At first it was her mother that dealt with making sure Plaintiff was paid. Then, according to Plaintiff, either ROC Nation or the accounting firm Rockefeller Capital Management would handle invoices getting paid.
- No Knowledge of Plaintiff’s Change in Terms of Compensation – Ms. Pete was shown a June 2020 email exchange between ROC Nation artist manager Sam Riddle and Plaintiff’s attorney, Imene Meziane wherein new terms of compensation were agreed. (**Exhibit “B.”**) Ms. Pete had no knowledge of either the terms in email chain.
- No Knowledge of Desiree Perez Denying Approval – *Ms. Pete testified having no knowledge that Ms. Perez was not approving Mr. Garcia’s request to be paid for “on-call” and “remote work”* as reflected in a August 2022 email exchange. (**Exhibit “C.”**) Ms. Pete’s understanding of attorney Meziane’s involvement was purely to negotiate a new rate of pay for the Plaintiff.
- Reliance on Roc Nation to Check Accuracy of Invoices – Ms. Pete is a global rap artist who, per her testimony, did not always have the time to make sure every detail in every invoice submitted for work done on her behalf was accurate. This is perfectly understandable. To that end, *Ms. Pete testified she leaned heavily on ROC Nation to make sure invoices were accurate and would approve them trusting ROC Nation.*

¹ Plaintiff completed Mr. Mulvehill’s deposition in 3 hours, and will commit to that limit for Ms. Perez should it be allowed.

Re: *Garcia v. Roc Nation, LLC, et al.*

July 1, 2025

Page 3

Ostensibly, this would include Mr. Garcia's invoices, as she testified she had no real sense of how Mr. Garcia was paid as early as before ROC Nation was involved.

On June 26, 2025, Jason McMillen, then-account manager servicing Defendant Pete during his employment at Rockefeller testified that normal process of invoice approval directly from the client. BUT, this normal process was altered for Ms. Pete. Specifically, per Mr. McMillen, ***ROC Nation changed the normal approval process by becoming the first level of approval, and Ms. Pete was supposed to be the second and final level of approval.***

On June 30, 2025, Mr. Mulvehill, currently the Chief Financial Officer of ROC Nation, testified on a variety of topics pertinent to the present dispute.

- The August 2022 Email Between Ms. Perez and Plaintiff – the first exhibit to in Mr. Mulvehill's deposition was the August 2022 email exchange, (Exh. "C.") where he testified:
 - No knowledge about Plaintiff's request (and Ms. Perez not approving) to be paid for on-call time. (**Exhibit "D"** is a "rough" draft of the Mulvehill transcript);
 - No knowledge about Plaintiff's request (and Ms. Perez not approving) to be paid for standby work. (*Id.*);
 - No knowledge about Plaintiff's request (and Ms. Perez not approving) to be paid for not being present. (*Id.*);
- What Perez's meant with regards to descriptions/actions re Mr. Perez
 - No knowledge about why Ms. Perez described as "an issue" (Exh. "D.");
 - No knowledge what Ms. Perez was waiting for before lifting a hold on Plaintiff's invoices (*Id.*);
 - No knowledge what Ms. Perez meant by her use of the phrase that Plaintiff was "not taking responsibility for over billing." (*Id.*)
 - No knowledge what Ms. Perez meant by her use of the phrase that Plaintiff "makes mistakes." (*Id.*)

An even later development of June 30th germane here is Defendant Pete issuing a subpoena for Imene Meziane (**Exhibit "E."**), the attorney that was exchanging emails with Ms. Perez regarding attempts to negotiations on Plaintiff's behalf.

Citing to ROC Nation's previously cited authority from the prior letter on this issue "[A] party seeking to depose a high-ranking corporate officer has the burden to demonstrate that the executive: (1) has unique, non-repetitive, first-hand knowledge of the facts at issue; and (2) that other less intrusive means of discovery ... have been exhausted without success." (*Harapeti v. CBS TV Stations Inc.* 2021 U.S. Dist. LEXIS 167117, at *4 (S.D.N.Y. Sep. 2, 2021) (internal citations omitted).) In order to be able to depose such high-ranking executives, it is Plaintiff's burden to prove that these individuals have unique evidence and personal knowledge of the claims at issue *and* Plaintiff is unable to obtain testimony concerning the relevant conduct from other witnesses. (*Id.* at *2; *Iowa Pub. Employees' Retirement Sys. v. Merrill Lynch, Pierce, Fenner & Smith Inc.*, 2020 WL 6273396, *2 (S.D.N.Y. Aug. 28, 2020).)

Re: *Garcia v. Roc Nation, LLC, et al.*

July 1, 2025

Page 4

Circumstances have changed to meet ROC Nation’s asserted burden for the plaintiff that Mr. Perez “have unique evidence and personal knowledge of the claims at issue *and* Plaintiff is unable to obtain testimony concerning the relevant conduct from other witnesses.” If Ms. Pete does not know what Ms. Perez meant in these emails, nor Mr. Mulvehill (CFO of ROC Nation), ***the only person left to tell us what Ms. Perez meant in her emails surrounding her denial of requested pay by Plaintiff is Ms. Perez.*** Moreover, Defendants will inevitably ask attorney Meziane what was discussed with Ms. Perez in the calls reflected in the email exchange. (Exh. “C.”) Such testimony solicit will make Ms. Perez’s recollection of those calls with plaintiff’s then-counsel even more pertinent and discoverable.

Based thereon, Plaintiff respectfully prays the Protective Order preventing the deposition of Mr. Perez be lifted, and permit for a narrowly tailored deposition of her first-hand knowledge, available only from her, not to exceed three hours.

Defendants’ Position

Plaintiff is obviously unhappy with the progress of the depositions to date in this case which have confirmed, among other things, that Plaintiff provided services as an independent contractor to Ms. Pete and her companies, and that she (and only she) controlled and approved what and when Plaintiff got paid. This is precisely what Roc Nation presented to the Court in Plaintiff’s earlier unsuccessful attempt to take Ms. Perez’s deposition. [ECF 107] Thus, Plaintiff’s latest “hail mary” is to unnecessarily harass Defendant Roc Nation’s CEO in an attempt to gain some perceived leverage. Under the apex doctrine, the Court should reaffirm its prior ruling that no deposition of Ms. Perez is warranted.

As an initial matter, and as communicated to Plaintiff’s counsel yesterday, we do not agree with Plaintiff’s characterization of testimony for which he has not provided Your Honor with a transcript. Plaintiff certainly could have obtained – but did not – Ms. Pete’s (as well as Mr. McMillen’s) deposition transcript and attached it to this letter. Thus, the Court is asked to order the deposition of Roc Nation’s CEO based on Plaintiff’s counsel’s memory of testimony. This is respectfully not proper.

Mr. Mulvehill and Ms. Pete testified unequivocally that Ms. Pete, and only Ms. Pete, was the person to approve, or not approve, payment on any of Mr. Garcia’s invoices. This is entirely consistent with Ms. Perez’s email which was attached to the May 16, 2025 letter to the Court [ECF107-1, Ex. B] where Ms. Perez states that she reviews invoices such as Plaintiff’s and “then it goes to Meg[an] to approve....”

Mr. Mulvehill testified yesterday that he “leaned in” to assist Plaintiff with getting his invoices in the proper format to expedite payment to Plaintiff by Ms. Pete’s accounting team (“I was given the invoices that Mr. Garcia submitted so that here’s why Rockefeller will bounce these back to you here’s what you should change to get paid faster.” – Exhibit D). This is the “issue” which Mr. Mulvehill identified with respect to Plaintiff, namely his “invoice form” and the fact that payments would be held up by the accountants “until form [of invoice] is reviewed and fixed.” (*Id.*) This was the same response Mr. Mulvehill gave when asked what Plaintiff had been wrong about in the past – “the invoices required revisions often;” “we would consistently receive invoices that weren’t

Re: *Garcia v. Roc Nation, LLC, et al.*

July 1, 2025

Page 5

in properly [sic] form so they kept bouncing back.” (*Id.*) In fact, it was Mr. Mulvehill who interacted with Rockefeller (the accounting team for Ms. Pete who actually effectuated the payments to Plaintiff) and who spoke with Plaintiff himself (unlike Ms. Perez, who never spoke with Plaintiff). In fact, just this past Friday Plaintiff produced a 13-minute video recording of a 2022 call between him and Mr. Mulvehill discussing this exact issue. Thus, there is no mystery about the issue with Plaintiff’s invoices, or the emails regarding Plaintiff’s invoices, nor is there any unique knowledge possessed by Ms. Perez on this subject.

That Mr. Mulvehill didn’t know Ms. Perez’s “motivation or rationale” for her exchanges with Mr. Garcia and his attorney (as proffered by Plaintiff’s counsel yesterday when seeking her deposition) is neither surprising nor relevant. Mr. Mulvehill testified as to his motivation – to help Mr. Garcia get paid by getting the invoices in proper form. Further, why would Ms. Perez’s “motivation or rationale” for emailing Plaintiff be relevant in light of the unequivocal testimony that Ms. Pete made and controlled all payment decisions? It wouldn’t be, and it is not. The emails speak for themselves, and Ms. Perez has no unique knowledge of what is contained therein, having also never spoken with Plaintiff (an undisputed fact). This is the required standard under the Apex doctrine. *See, Pullano v. UBS/Paine Webber, Inc.*, No. 03 Civ. 6313, 2007 U.S. Dist. LEXIS 103817 at *6 (W.D.N.Y. Mar. 21, 2007), *aff’d*, 2007 U.S. Dist. LEXIS 38857 (May 29, 2007) (barring deposition of executive where “plaintiff has failed to demonstrate that [executive] has some unique knowledge pertinent to the **real issue** in this case”)(emphasis added); *See Harapeti v. CBS TV Stations Inc.* 2021 U.S. Dist. LEXIS 167117, at *4 (S.D.N.Y. Sep. 2, 2021) (“[A] party seeking to depose a high-ranking corporate officer has the burden to demonstrate that the executive: (1) has unique, non-repetitive, first-hand knowledge of the facts at issue; and (2) that other less intrusive means of discovery ... have been exhausted without success.”)

Thus, it is respectfully submitted that no deposition of Ms. Perez should be ordered.

SUMMARY OF MEET AND CONFER EFFORTS

Mr. Siev, counsel for ROC Nation, emailed his disagreement that the circumstances have changed as Plaintiff assert, to justify that Ms. Perez be permitted. Specifically, that Ms. Pete was the last line of approval. But, Plaintiff asserts, the evidence shows that Ms. Perez was the first line of approval, sometimes without Ms. Pete’s knowledge.

CONCLUSION

Despite their good faith efforts, the parties are unable to resolve this dispute without the Court’s intervention. Accordingly, pursuant to Rule 2(E)(ii) of Your Honor’s Individual Rules of Practice in Civil Cases and Fed. R. Civ. P. 37(a)(1), we respectfully request a pre-motion conference concerning the request to take the deposition of Desiree Perez.

We thank the Court for its time and attention to this matter.

Re: *Garcia v. Roc Nation, LLC, et al.*

July 1, 2025

Page 6

Respectfully submitted,

/s/ William Knight

VALIANT LAW

Joseph Jeziorkowski

Daniel Folchetti

William Knight

2 Westchester Park Drive, Suite 205

White Plains, New York 10604

Tel.: (914) 730-2422

WEST COAST TRIAL LAWYERS APLC

Ronald L. Zambrano (*pro hac vice*)

1147 South Hope Street

Los Angeles, CA 90015

Tel.: (213) 927-3700

Attorneys for Plaintiff Emilio Garcia

/s/ Joanna E. Menillo

QUINN EMANUEL URQUHART

& SULLIVAN, LLP

Alex Spiro

Joanna E. Menillo

295 Fifth Avenue

New York, New York 10016

Tel.: (212) 849-7000

Mari Henderson (*pro hac vice*)

Julian Schoen

865 S. Figueroa Street, 10th Floor

Tel.: (213) 443-3000

Attorneys for Defendants Megan Thee Stallion, Hot Girl Touring, LLC, Megan Thee Stallion Entertainment, Inc.

[intentionally blank]

/s/ Jordan Siev

REED SMITH LLP

Jordan Siev

Michael Kleinmann

599 Lexington Avenue

New York, New York 10022

Tel.: (212) 205-6085

Attorneys for Defendant Roc Nation, LLC

Exhibit “A”



RE: Garcia v. MTS/ROC - depositions

From Ronald Zambrano <ron@westcoasttriallawyers.com>

Date Fri 5/23/2025 9:55 AM

To Siev, Jordan W. <JSiev@ReedSmith.com>; Buck, Corrie J. <CBuck@reedsmith.com>; Joanna Menillo <joannamenillo@quinnemanuel.com>; William Knight <wfk@valiantlaw.com>; Julian Schoen <julianschoen@quinnemanuel.com>; Neama Rahmani <nr@westcoasttriallawyers.com>; Marlyn Cortez <marlyn@westcoasttriallawyers.com>; Madilaine Venzon <madilaine@westcoasttriallawyers.com>; Nefthaly Rivera <Nefthaly@westcoasttriallawyers.com>; jjj@valiantlaw.com <jjj@valiantlaw.com>; Anthony Cadavid <acc@VALIANTLAW.COM>; Daniel Folchetti <DCF@VALIANTLAW.COM>; Raymond Babaian <rb@valiantlaw.com>

Cc Mari Henderson <marihenderson@quinnemanuel.com>; Miriam George <miriamgeorge@quinnemanuel.com>; Gabby Trevino <gabbytrevino@quinnemanuel.com>; Kleinmann, Michael R. <MKleinmann@ReedSmith.com>; Jones, Lyn <Charlyn.Jones@reedsmith.com>

Good morning, Jordan:

I guess I don't have a choice. June 30 it is.

We'll send an NOD soon. Please let us of sooner date if it becomes available.

Thanks,
Ron

From: Siev, Jordan W. <JSiev@ReedSmith.com>

Sent: Friday, May 23, 2025 9:17 AM

To: Ronald Zambrano <ron@westcoasttriallawyers.com>; Buck, Corrie J. <CBuck@reedsmith.com>; Joanna Menillo <joannamenillo@quinnemanuel.com>; William Knight <wfk@valiantlaw.com>; Julian Schoen <julianschoen@quinnemanuel.com>; Neama Rahmani <nr@westcoasttriallawyers.com>; Marlyn Cortez <marlyn@westcoasttriallawyers.com>; Madilaine Venzon <madilaine@westcoasttriallawyers.com>; Nefthaly Rivera <Nefthaly@westcoasttriallawyers.com>; jjj@valiantlaw.com; Anthony Cadavid <acc@VALIANTLAW.COM>; Daniel Folchetti <DCF@VALIANTLAW.COM>; Raymond Babaian <rb@valiantlaw.com>

Cc: Mari Henderson <marihenderson@quinnemanuel.com>; Miriam George <miriamgeorge@quinnemanuel.com>; Gabby Trevino <gabbytrevino@quinnemanuel.com>; Kleinmann, Michael R. <MKleinmann@ReedSmith.com>; Jones, Lyn <Charlyn.Jones@reedsmith.com>

Subject: RE: Garcia v. MTS/ROC - depositions

Ron, right now we can offer June 30. If anything opens up earlier, I will let you know but as of now that's the earliest date so I suggest we lock it in. Please confirm. Thanks.

Jordan W. Siev
ReedSmith LLP
599 Lexington Avenue
New York, New York 10022
212.205.6085
jsiev@reedsmith.com

Fax 212.521.5450

Bio: http://www.reedsmith.com/jordan_siev/

From: Ronald Zambrano <ron@westcoasttriallawyers.com>

Sent: Thursday, May 22, 2025 4:44 PM

To: Siev, Jordan W. <JSiev@ReedSmith.com>; Buck, Corrie J. <CBuck@reedsmith.com>; Joanna Menillo <joannamenillo@quinnemanuel.com>; William Knight <wfk@valiantlaw.com>; Julian Schoen <julianschoen@quinnemanuel.com>; Neama Rahmani <nr@westcoasttriallawyers.com>; Marlyn Cortez <marlyn@westcoasttriallawyers.com>; Madilaine Venzon <madilaine@westcoasttriallawyers.com>; Nefthaly Rivera <Nefthaly@westcoasttriallawyers.com>; jjj@valiantlaw.com; Anthony Cadavid <acc@VALIANTLAW.COM>; Daniel Folchetti <DCF@VALIANTLAW.COM>; Raymond Babaian <rb@valiantlaw.com>

Cc: Mari Henderson <marihenderson@quinnemanuel.com>; Miriam George <miriamgeorge@quinnemanuel.com>; Gabby Trevino <gabbytrevino@quinnemanuel.com>; Kleinmann, Michael R. <MKleinmann@ReedSmith.com>; Jones, Lyn <Charlyn.Jones@reedsmith.com>

Subject: RE: Garcia v. MTS/ROC - depositions

External E-Mail - FROM ron@westcoasttriallawyers.com <ron@westcoasttriallawyers.com>

Jordan – In light of Judge Woods’ ruling this afternoon, please provide Mr. Mulvehill’s availability for a 4-hour deposition. The sooner the better as our cut off is July 7.

If you provided them previously, I apologize for missing that in the thread below.

Thank you in advance,
Ron

From: Siev, Jordan W. <JSiev@ReedSmith.com>

Sent: Monday, May 19, 2025 9:56 AM

To: Ronald Zambrano <ron@westcoasttriallawyers.com>; Buck, Corrie J. <CBuck@reedsmith.com>; Joanna Menillo <joannamenillo@quinnemanuel.com>; William Knight <wfk@valiantlaw.com>; Julian Schoen <julianschoen@quinnemanuel.com>; Neama Rahmani <nr@westcoasttriallawyers.com>; Marlyn Cortez <marlyn@westcoasttriallawyers.com>; Madilaine Venzon <madilaine@westcoasttriallawyers.com>; Nefthaly Rivera <Nefthaly@westcoasttriallawyers.com>; jjj@valiantlaw.com; Anthony Cadavid <acc@VALIANTLAW.COM>; Daniel Folchetti <DCF@VALIANTLAW.COM>; Raymond Babaian <rb@valiantlaw.com>

Cc: Mari Henderson <marihenderson@quinnemanuel.com>; Miriam George <miriamgeorge@quinnemanuel.com>; Gabby Trevino <gabbytrevino@quinnemanuel.com>; Kleinmann, Michael R. <MKleinmann@ReedSmith.com>; Jones, Lyn <Charlyn.Jones@reedsmith.com>

Subject: RE: Garcia v. MTS/ROC - depositions

We will reach out to the Court; thanks

Jordan W. Siev

ReedSmith LLP

599 Lexington Avenue

New York, New York 10022

212.205.6085

jsiev@reedsmith.com

Fax 212.521.5450

Bio: http://www.reedsmith.com/jordan_siev/

Exhibit “B”

CONFIDENTIAL

12/18/24, 12:48 AM

Gmail - Emilio Agreed Terms



Emilio Coochie <emiliocoochie@gmail.com>

Emilio Agreed Terms

15 messages

Emilio Coochie <emiliocoochie@gmail.com>
To: Sean Mulvehill <smulvehill@rocnation.com>

Tue, Sep 20, 2022 at 9:48 AM

On Mon, Jun 20, 2022 at 1:21 PM Sam Riddle <sriddle@rocnation.com> wrote:

Hi - we're agreed here in rate, material terms, etc!

May need to get the long form of things right but possible to send over an agreement and we'll send back any comments / language that we need in there?

Thanks
SAM

On Wed, Jun 15, 2022 at 2:31 AM imene meziane <im@mezianelawgroup.com> wrote:

Copy that, Thanks Sam ! I hope the travels are going well.

Below is our proposal:

RATE: For 52 weeks/ year and effective June 1st, 2022, a weekly rate of \$2,884.61 for the Term (renewable one year term) - the effective date was previously discussed between Emilio and Megan.

TRAVEL AND EXPENSES: (hotels, flights, transportations including ubers & lyfts or taxis when traveling domestic or international) to be reimbursed within 10 business days upon receipt of the submissions. A per diem of \$75 on work days.

TIME OFF: 3 days off/ month and when work is complete from point A to point B, return flights paid for and booked by approved travel agency for Emilio to return home to Houston.

EQUIPMENT: Supply of equipment or possible replacement for prior equipment's wear and tear.

CREDITS: Crediting on Youtube, documentaries and where applicable.

Reserving rights,

Regards,

Imene Meziane, Esq.

Meziane Law Group
PHONE (424) 355-3626
im@mezianelawgroup.com

On Tue, Jun 14, 2022 at 1:26 AM Sam Riddle <sriddle@rocnation.com> wrote:

Hi -

Please let us know proposed rate over email, might be easiest since we're all in Europe. I think we can come to an agreement fairly quickly on this one.

Thanks

CONFIDENTIAL

GAR 0000082

Exhibit “C”

CONFIDENTIAL

12/18/24, 12:44 AM

Gmail - July 2022 Invoice



Emilio Coochie <emiliocoochie@gmail.com>

July 2022 Invoice

28 messages

Emilio Coochie <emiliocoochie@gmail.com>


Wed, Aug 10, 2022 at 2:45 AM


To: Team-Megan <Team-Megan@rockco.com>, Sam Riddle <sriddle@rocnation.com>

Link to receipts: <https://drive.google.com/drive/folders/1-ZQu1CPNAy8LI0dyS5ORVtTXgCASmRgZ?usp=sharing>

Thank you.

2 attachments

 Invoice # #043.pdf
30K

 Invoice # #042.pdf
30K

Alexandra Sidoti <ASidoti@rockco.com>

Thu, Aug 11, 2022 at 1:32 PM

To: Emilio Coochie <emiliocoochie@gmail.com>, Team-Megan <Team-Megan@rockco.com>, Sam Riddle <sriddle@rocnation.com>

Cc: Desiree Perez <dperez@scarterenterprises.com>

Hi Emilio,

Thank you for sending. Confirming receipt of this.

Alex

Alexandra Sidoti

Personal Account Associate



O: 5188863475 (Voice & Text)
E: asidoti@rockco.com

[LinkedIn](#)

CONFIDENTIAL

GAR 0000059

12/18/24, 12:44 AM

Gmail - July 2022 Invoice


This message and all attachments are intended only for the use of the person to which it is addressed and may contain information that is confidential, privileged, proprietary or otherwise protected from disclosure. Please note that any unauthorized use, dissemination or copying of this communication or its attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete all copies of the message and any attachments. If you are the intended recipient, we remind you that electronic mail on the Internet is not secure and that e-mail communications may not be encrypted or otherwise protected. We may monitor and retain email communications for legal and regulatory compliance purposes.


[Quoted text hidden]

For important information about our Firm and its products and services, please refer to our Regulation Best Interest Disclosures: [Rockefeller Capital Management Form CRS Relationship Summary](#) and [Rockefeller Capital Management Client Relationship Brochure](#). This message and all attachments are intended only for the use of the person to which it is addressed and may contain information that is confidential, privileged, proprietary or otherwise protected from disclosure. Please note that any unauthorized use, dissemination or copying of this communication or its attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete all copies of the message and any attachments. If you are the intended recipient, we remind you that electronic mail on the Internet is not secure and that e-mail communications may not be encrypted or otherwise protected. We also monitor and retain email communications for legal and regulatory compliance purposes.

Rockefeller Capital Management is the marketing name for Rockefeller Capital Management L.P. and its affiliates including but not limited to: Rockefeller Financial LLC, Rockefeller & Co. LLC, Rockefeller Trust Company, N.A., The Rockefeller Trust Company (Delaware) and Rockefeller Capital Management Insurance Services LLC, as the case may be. Rockefeller & Co. LLC is a registered investment adviser with the U.S. Securities and Exchange Commission (SEC). Rockefeller Financial LLC is a broker-dealer and investment adviser dually registered with the SEC. Member Financial Industry Regulatory Authority (<https://www.finra.org>); Securities Investor Protection Corporation (<https://www.sipc.org>). Trust and fiduciary services are provided by Rockefeller Trust Company, N.A. or The Rockefeller Trust Company (Delaware). Insurance services and products are provided by Rockefeller Capital Management Insurance Services LLC.

2 attachments

 **Invoice # #043.pdf**
30K

 **Invoice # #042.pdf**
30K

Desiree Perez <dperez@scarterenterprises.com>

Thu, Aug 11, 2022 at 1:35 PM

To: Alexandra Sidoti <ASidoti@rockco.com>, Emilio Coochie <emiliocoochie@gmail.com>, Team-Megan <Team-Megan@rockco.com>, Sam Riddle <sriddle@rocnation.com>

Hi

These are not approved, Emilio we will be in touch.

Thanks

[Quoted text hidden]

Emilio Coochie <emiliocoochie@gmail.com>

Thu, Aug 11, 2022 at 1:48 PM

To: dperez@scarterenterprises.com, im@mezianelawgroup.com

Cc: Alexandra Sidoti <ASidoti@rockco.com>, Sam Riddle <sriddle@rocnation.com>, Team-Megan <Team-Megan@rockco.com>

Hi

CONFIDENTIAL

12/18/24, 12:44 AM

Gmail - July 2022 Invoice

Looping in Imene Meziane my attorney for visibility.

Thank you.

Emilio

[Quoted text hidden]

Desiree Perez <dperez@scarterenterprises.com>
To: Emilio Coochie <emiliocoochie@gmail.com>, im@mezianelawgroup.com

Thu, Aug 11, 2022 at 1:52 PM

Cool, lets not waste everyones elses inbox, taking them all off,

Hi Imene,

[Quoted text hidden]

imene meziane <im@mezianelawgroup.com>
To: dperez@scarterenterprises.com
Cc: Emilio Coochie <emiliocoochie@gmail.com>

Thu, Aug 11, 2022 at 5:41 PM

Desiree,

Nice to connect via email.

What isn't being approved and why?

Thanks,

Regards,

Imene Meziane, Esq.

Meziane Law Group
PHONE (424) 355-3626
im@mezianelawgroup.com

[Quoted text hidden]

Desiree Perez <dperez@scarterenterprises.com>
To: imene meziane <im@mezianelawgroup.com>
Cc: Emilio Coochie <emiliocoochie@gmail.com>

Thu, Aug 11, 2022 at 9:50 PM

Hi

The Time that he wasn't available to be present,

Please give me a call your convenience,

Thanks

DESIREE PEREZ
Chief Executive Officer

ROCINATION
540 W 26th STREET
NEW YORK, NY 10001

CONFIDENTIAL

GAR 0000061

CONFIDENTIAL

12/18/24, 12:44 AM

Gmail - July 2022 Invoice

O: 212.292.8493

dperez@scarterenterprises.com

On Aug 11, 2022, at 6:42 PM, imene meziane <im@mezianelawgroup.com> wrote:

[Quoted text hidden]
[Quoted text hidden]
[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]
[Quoted text hidden]

Alexandra Sidoti

Personal Account Associate



O: 5188863475 (Voice & Text)
E: asidoti@rockco.com

[LinkedIn](#)

This message and all attachments are intended only for the use of the person to which it is addressed and may contain information that is confidential, privileged, proprietary or otherwise protected from disclosure. Please note that any unauthorized use, dissemination or copying of this communication or its attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete all copies of the message and any attachments. If you are the intended recipient, we remind you that electronic mail on the Internet is not secure and that e-mail communications may not be encrypted or otherwise protected. We may monitor and retain email communications for legal and regulatory compliance purposes.

[Quoted text hidden]

Emilio Coochie <emiliocoochie@gmail.com> Mon, Aug 15, 2022 at 4:26 PM
To: dperez@scarterenterprises.com, im@mezianelawgroup.com
Cc: Alexandra Sidoti <ASidoti@rockco.com>, Sam Riddle <sriddle@rocnation.com>, Team-Megan <Team-Megan@rockco.com>

Resubmitting updated invoice with weekly breakdown.

Thanks.
Emilio
[Quoted text hidden]

Invoice # #043 (1).pdf
31K

Emilio Coochie <emiliocoochie@gmail.com> Mon, Aug 22, 2022 at 7:58 AM
To: dperez@scarterenterprises.com, im@mezianelawgroup.com
Cc: Alexandra Sidoti <ASidoti@rockco.com>, Sam Riddle <sriddle@rocnation.com>, Team-Megan <Team-Megan@rockco.com>

CONFIDENTIAL

GAR 0000062

CONFIDENTIAL

12/18/24, 12:44 AM

Gmail - July 2022 Invoice

Hello,

This is just a reminder that the invoices #42 and #43 were due on 8/20/2022 but there is no record of payment.

Please let me know when I can expect payment.

Thanks

[Quoted text hidden]

Desiree Perez <dperez@scarterenterprises.com>

Tue, Aug 23, 2022 at 6:52 AM

To: Emilio Coochie <emiliocoochie@gmail.com>

Cc: im@mezianelawgroup.com, Lynnette Butler <lynnettebb@rocnation.com>

GM

sorry not sure why I haven't connected with your attorney, copying Lynette, but we have an issue with billing for the days you werent present,

Lynette will get us on a call this morning to discuss, moving everyone else to bcc,

Thanks

[Quoted text hidden]

--

[Quoted text hidden]

Emilio Coochie <emiliocoochie@gmail.com>

Wed, Aug 24, 2022 at 1:43 PM

To: Desiree Perez <dperez@scarterenterprises.com>

Cc: Lynnette Butler <lynnettebb@rocnation.com>, im@mezianelawgroup.com

Hello,

Thank you for the clarification on the hold. I know Imene has reached out to your office a few times last week and you were unavailable.

As for the payment in question. I do believe my expenses for travel should be paid as they are expenses from tour and reimbursement should not be held. On the monthly invoice, I have always been paid on weeks when I am away remotely, as I am required to be on call for required edits or support from the MTS team. Would love to get his cleared up and if anything is different from prior payment arrangements we can discuss that for anything moving forward. At this time I would like to get paid for my work and time.

Imene is back in office and available tomorrow if you would like to discuss over the phone. Her contact information is below

+1 (424) 355-3626

Thank you.

Emilio

[Quoted text hidden]

Lynnette Butler-Brown <lynnettebb@rocnation.com>

Wed, Aug 24, 2022 at 1:49 PM

To: Emilio Coochie <emiliocoochie@gmail.com>

Cc: Desiree Perez <dperez@scarterenterprises.com>, im@mezianelawgroup.com

Hello Emilio,

Thanks for reaching back out. I sent an email to Imene and you yesterday to set up a call. I will schedule time for a conversation with Desiree and Imene for tomorrow.

CONFIDENTIAL

GAR 0000063

CONFIDENTIAL

12/18/24, 12:44 AM

Gmail - July 2022 Invoice

LYNNETTE BUTLER-BROWN
Executive Assistant to the CEO
ROCINATION
540 W 26 STREET
NEW YORK, NY 10001
O:212.497.2162
M:347.738.2728

[Quoted text hidden]

Desiree Perez <dperez@scarterenterprises.com>
To: Lynnette Butler-Brown <lynnettebb@rocnation.com>
Cc: Emilio Coochie <emiliocoochie@gmail.com>, im@mezianelawgroup.com

Wed, Aug 24, 2022 at 1:51 PM

Agreed, if you send me an invoice for just reimbursables will process immediately,

And Lynette will schedule a call asap.

Thanks

DESIREE PEREZ
Chief Executive Officer

ROCINATION
540 W 26th STREET
NEW YORK, NY 10001

O: 212.292.8493

dperez@scarterenterprises.com

On Aug 24, 2022, at 2:49 PM, Lynnette Butler-Brown <lynnettebb@rocnation.com> wrote:

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Alexandra Sidoti

Personal Account Associate



O: 5188863475 (Voice & Text)

E: asidoti@rockco.com

LinkedIn

CONFIDENTIAL

GAR 0000064

12/18/24, 12:44 AM

Gmail - July 2022 Invoice

This message and all attachments are intended only for the use of the person to which it is addressed and may contain information that is confidential, privileged, proprietary or otherwise protected from disclosure. Please note that any unauthorized use, dissemination or copying of this communication or its attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete all copies of the message and any attachments. If you are the intended recipient, we remind you that electronic mail on the Internet is not secure and that e-mail communications may not be encrypted or otherwise protected. We may monitor and retain email communications for legal and regulatory compliance purposes.

From: Emilio Coochie <emiliocoochie@gmail.com>
Sent: Wednesday, August 10, 2022 3:46 AM
To: Team-Megan <Team-Megan@rockco.com>; Sam Riddle <sriddle@rocnation.com>
Subject: July 2022 Invoice

Link to receipts: <https://drive.google.com/drive/folders/1-ZQu1CPNAy8LI0dyS5ORVtTXgCASmRgZ?usp=sharing>

Thank you.

For important information about our Firm and its products and services, please refer to our Regulation Best Interest Disclosures: [Rockefeller Capital Management Form CRS Relationship Summary](#) and [Rockefeller Capital Management Client Relationship Brochure](#). This message and all attachments are intended only for the use of the person to which it is addressed and may contain information that is confidential, privileged, proprietary or otherwise protected from disclosure. Please note that any unauthorized use, dissemination or copying of this communication or its attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete all copies of the message and any attachments. If you are the intended recipient, we remind you that electronic mail on the Internet is not secure and that e-mail communications may not be encrypted or otherwise protected. We also monitor and retain email communications for legal and regulatory compliance purposes.

Rockefeller Capital Management is the marketing name for Rockefeller Capital Management L.P. and its affiliates including but not limited to: Rockefeller Financial LLC, Rockefeller & Co. LLC, Rockefeller Trust Company, N.A., The Rockefeller Trust Company (Delaware) and Rockefeller Capital Management Insurance Services LLC, as the case may be. Rockefeller & Co. LLC is a registered investment adviser with the U.S. Securities and Exchange Commission (SEC). Rockefeller Financial LLC is a broker-dealer and investment adviser dually registered with the SEC. Member Financial Industry Regulatory Authority (<https://www.finra.org>); Securities Investor Protection Corporation (<https://www.sipc.org>). Trust and fiduciary services are provided by Rockefeller Trust Company, N.A. or The Rockefeller Trust Company (Delaware). Insurance services and products are provided by Rockefeller Capital Management Insurance Services LLC.

[Quoted text hidden]

Emilio Coochie <emiliocoochie@gmail.com>
 To: Desiree Perez <dperez@scarterenterprises.com>
 Cc: Lynnette Butler-Brown <lynnettebb@rocnation.com>, im@mezianelawgroup.com

Wed, Aug 24, 2022 at 1:54 PM

Thank you.


Link to receipts: <https://drive.google.com/drive/folders/1-ZQu1CPNAy8LI0dyS5ORVtTXgCASmRgZ?usp=sharing>

CONFIDENTIAL

12/18/24, 12:44 AM

Gmail - July 2022 Invoice

[Quoted text hidden]

 **Invoice # #042.pdf**
30K

Desiree Perez <dperez@scarterenterprises.com>
To: Emilio Coochie <emiliocoochie@gmail.com>
Cc: Lynnette Butler-Brown <lynnettebb@rocnation.com>, im@mezianelawgroup.com

Wed, Aug 24, 2022 at 1:55 PM

On it

Thanks

DESIREE PEREZ
Chief Executive Officer

ROCNATION
540 W 26th STREET
NEW YORK, NY 10001

O: 212.292.8493

dperez@scarterenterprises.com

On Aug 24, 2022, at 2:54 PM, Emilio Coochie <emiliocoochie@gmail.com> wrote:

[Quoted text hidden]

O: 5188863475 (Voice & Text)
E: asidot@rockco.com

[LinkedIn](#)

This message and all attachments are intended only for the use of the person to which it is addressed and may contain information that is confidential, privileged, proprietary or otherwise protected from disclosure. Please note that any unauthorized use, dissemination or copying of this communication or its attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete all copies of the message and any attachments. If you are the intended recipient, we remind you that electronic mail on the Internet is not secure and that e-mail communications may not be encrypted or otherwise protected. We may monitor and retain email communications for legal and regulatory compliance purposes.

From: Emilio Coochie <emiliocoochie@gmail.com>
Sent: Wednesday, August 10, 2022 3:46 AM
To: Team-Megan <Team-Megan@rockco.com>; Sam Riddle <sriddle@rocnation.com>
Subject: July 2022 Invoice

CONFIDENTIAL

GAR 0000066

CONFIDENTIAL

12/18/24, 12:44 AM

Gmail - July 2022 Invoice

Link to receipts: <https://drive.google.com/drive/folders/1-ZQu1CPNAy8LI0dyS5ORVtTXgCASmRgZ?usp=sharing>

Thank you.

For important information about our Firm and its products and services, please refer to our Regulation Best Interest Disclosures: [Rockefeller Capital Management Form CRS Relationship Summary](#) and [Rockefeller Capital Management Client Relationship Brochure](#). This message and all attachments are intended only for the use of the person to which it is addressed and may contain information that is confidential, privileged, proprietary or otherwise protected from disclosure. Please note that any unauthorized use, dissemination or copying of this communication or its attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete all copies of the message and any attachments. If you are the intended recipient, we remind you that electronic mail on the Internet is not secure and that e-mail communications may not be encrypted or otherwise protected. We also monitor and retain email communications for legal and regulatory compliance purposes.

Rockefeller Capital Management is the marketing name for Rockefeller Capital Management L.P. and its affiliates including but not limited to: Rockefeller Financial LLC, Rockefeller & Co. LLC, Rockefeller Trust Company, N.A., The Rockefeller Trust Company (Delaware) and Rockefeller Capital Management Insurance Services LLC, as the case may be. Rockefeller & Co. LLC is a registered investment adviser with the U.S. Securities and Exchange Commission (SEC). Rockefeller Financial LLC is a broker-dealer and investment adviser dually registered with the SEC. Member Financial Industry Regulatory Authority (<https://www.finra.org>); Securities Investor Protection Corporation (<https://www.sipc.org>). Trust and fiduciary services are provided by Rockefeller Trust Company, N.A. or The Rockefeller Trust Company (Delaware). Insurance services and products are provided by Rockefeller Capital Management Insurance Services LLC.

--

DESIREE PEREZ
Chief Executive Officer

ROCNATION
[540 W 26th STREET](#)
[NEW YORK, NY 10001](#)

O: 212.292.8493

dperez@scarterenterprises.com

2 attachments

CONFIDENTIAL

GAR 0000067

CONFIDENTIAL

12/18/24, 12:44 AM

Gmail - July 2022 Invoice



image001.png
4K

Invoice # #042.pdf
30K

imene meziane <im@mezianelawgroup.com> Thu, Aug 25, 2022 at 7:26 PM
To: Desiree Perez <dperez@scarterenterprises.com>
Cc: Emilio Coochie <emiliocoochie@gmail.com>, Lynnette Butler-Brown <lynnettebb@rocnation.com>

Desiree,

Hope all is well. Feel free to call me to discuss the other invoices. Thank you!

Regards,

Imene Meziane, Esq.

Meziane Law Group
PHONE (424) 355-3626
im@mezianelawgroup.com

[Quoted text hidden]
[Quoted text hidden]

O: 5188863475 (Voice & Text)
E: asidot@rockco.com

[LinkedIn](#)

This message and all attachments are intended only for the use of the person to which it is addressed and may contain information that is confidential, privileged, proprietary or otherwise protected from disclosure. Please note that any unauthorized use, dissemination or copying of this communication or its attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete all copies of the message and any attachments. If you are the intended recipient, we remind you that electronic mail on the Internet is not secure and that e-mail communications may not be encrypted or otherwise protected. We may monitor and retain email communications for legal and regulatory compliance purposes.

From: Emilio Coochie <emiliocoochie@gmail.com>
Sent: Wednesday, August 10, 2022 3:46 AM
To: Team-Megan <Team-Megan@rockco.com>; Sam Riddle <sriddle@rocnation.com>
Subject: July 2022 Invoice

CONFIDENTIAL

GAR 0000068

CONFIDENTIAL

12/18/24, 12:44 AM

Gmail - July 2022 Invoice

Link to receipts: <https://drive.google.com/drive/folders/1-ZQu1CPNAy8LI0dyS5ORVtTXgCASmRgZ?usp=sharing>

Thank you.

For important information about our Firm and its products and services, please refer to our Regulation Best Interest Disclosures: [Rockefeller Capital Management Form CRS Relationship Summary](#) and [Rockefeller Capital Management Client Relationship Brochure](#). This message and all attachments are intended only for the use of the person to which it is addressed and may contain information that is confidential, privileged, proprietary or otherwise protected from disclosure. Please note that any unauthorized use, dissemination or copying of this communication or its attachments is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete all copies of the message and any attachments. If you are the intended recipient, we remind you that electronic mail on the Internet is not secure and that e-mail communications may not be encrypted or otherwise protected. We also monitor and retain email communications for legal and regulatory compliance purposes.

Rockefeller Capital Management is the marketing name for Rockefeller Capital Management L.P. and its affiliates including but not limited to: Rockefeller Financial LLC, Rockefeller & Co. LLC, Rockefeller Trust Company, N.A., The Rockefeller Trust Company (Delaware) and Rockefeller Capital Management Insurance Services LLC, as the case may be. Rockefeller & Co. LLC is a registered investment adviser with the U.S. Securities and Exchange Commission (SEC). Rockefeller Financial LLC is a broker-dealer and investment adviser dually registered with the SEC. Member Financial Industry Regulatory Authority (<https://www.finra.org>); Securities Investor Protection Corporation (<https://www.sipc.org>). Trust and fiduciary services are provided by Rockefeller Trust Company, N.A. or The Rockefeller Trust Company (Delaware). Insurance services and products are provided by Rockefeller Capital Management Insurance Services LLC.

--

DESIREE PEREZ

Chief Executive Officer

ROCINATION

540 W 26th STREET

NEW YORK, NY 10001

O: 212.292.8493

dperez@scarterenterprises.com

Emilio Coochie <emiliocoochie@gmail.com>

Fri, Aug 26, 2022 at 4:50 AM

To: imene mezziane <im@mezianelawgroup.com>

Cc: Desiree Perez <dperez@scarterenterprises.com>, Lynnette Butler-Brown <lynnettebb@rocnation.com>

Hi,

CONFIDENTIAL

GAR 00000069

CONFIDENTIAL

12/18/24, 12:44 AM

Gmail - July 2022 Invoice

Can this get resolved as soon as possible as this invoice is now 6 days past due and it is imperative that I be compensated for my work and time.

Thanks.

[Quoted text hidden]

Lynnette Butler-Brown <lynnettebb@rocnation.com>

Fri, Aug 26, 2022 at 6:07 AM

To: imene meziane <im@mezianelawgroup.com>

Cc: Desiree Perez <dperez@scarterenterprises.com>, Emilio Coochie <emiliocoochie@gmail.com>

Good morning Imene,

Thank you for responding.

I will set time for you to speak to Desiree today at 1 PM.

Make it a good day!

LYNNETTE BUTLER-BROWN Executive Assistant to the CEO ROCNATION 540 W 26 STREET NEW YORK, NY 10001 O:212.497.2162

On Aug 25, 2022, at 20:26, imene meziane <im@mezianelawgroup.com> wrote:

[Quoted text hidden]

Desiree Perez <dperez@scarterenterprises.com>

Fri, Aug 26, 2022 at 9:28 AM

To: Emilio Coochie <emiliocoochie@gmail.com>

Cc: imene meziane <im@mezianelawgroup.com>, Lynnette Butler-Brown <lynnettebb@rocnation.com>

Hi

of course but we believe we are over billed, we cant pay for that,

you can isolate the issue and resend the invoice is all I can suggest but Im jumping on call today with your attorney,

[Quoted text hidden]

Emilio Coochie <emiliocoochie@gmail.com>

Fri, Aug 26, 2022 at 10:45 AM

To: Desiree Perez <dperez@scarterenterprises.com>

Cc: Lynnette Butler-Brown <lynnettebb@rocnation.com>, imene meziane <im@mezianelawgroup.com>

Des,

Please confirm my reimbursement for travel expenses were processed as discussed. This should not be held up, when can I expect this in my account?

As far as my remote 2x weeks of standby work, please send an email oh you want to handle the Month of July. 2 weeks were in person and two weeks were on call with editing work. Please clarify what you would like to do on payment, and allows me to get my payment taken care of today.

Please also clarify if I am to deny all future edits or work when being remote and that Megan is notified.

Looking forward to hearing back from you and next steps.

CONFIDENTIAL

GAR 0000070

CONFIDENTIAL

12/18/24, 12:44 AM

Gmail - July 2022 Invoice

[Quoted text hidden]

Desiree Perez <dperez@scarterenterprises.com>

Fri, Aug 26, 2022 at 11:37 AM

To: Emilio Coochie <emiliocoochie@gmail.com>

Cc: Lynnette Butler-Brown <lynnettebb@rocnation.com>, imene meziane <im@mezianelawgroup.com>

Hi

The reimbursements were approved, process is you turn your invoice in, I review than it goes to Meg to approve than its wired, we just agreed on only paying reimbursements, I approved it yesterday, I would think you should be paid by Monday the latest.

We can not pay you for time you aren't present, we are happy to pay for editing, it would not be the same pricing, I dont want to suggest pricing, you should advise what that is but it can not be the same as being present.

as far as what happens on edits, I dont want you to deny doing the work and happy to compensate you, let's agree on the rate,

Im due to speak to your lawyer in a few minutes,

Thanks

[Quoted text hidden]

Emilio Coochie <emiliocoochie@gmail.com>

Fri, Aug 26, 2022 at 1:45 PM

To: Desiree Perez <dperez@scarterenterprises.com>

Cc: Lynnette Butler-Brown <lynnettebb@rocnation.com>, imene meziane <im@mezianelawgroup.com>


Hello all,

The attached invoice is a revised invoice for the days I was present working for the month of July 2022. Is it possible to expedite this payment?

A separate invoice for editing will follow.

Thank you.

[Quoted text hidden]

 **Invoice # #043 (2).pdf**
31K

Emilio Coochie <emiliocoochie@gmail.com>

Fri, Aug 26, 2022 at 1:55 PM

To: Desiree Perez <dperez@scarterenterprises.com>


Cc: Lynnette Butler-Brown <lynnettebb@rocnation.com>, imene meziane <im@mezianelawgroup.com>

Attached is the invoice for remote editing services in July.

Thank you.

Emilio.

[Quoted text hidden]

 **Invoice # #044 (1).pdf**
30K

Desiree Perez <dperez@scarterenterprises.com>

Fri, Aug 26, 2022 at 2:14 PM

CONFIDENTIAL

GAR 0000071

CONFIDENTIAL

12/18/24, 12:44 AM

Gmail - July 2022 Invoice

To: Emilio Coochie <emiliocoochie@gmail.com>
Cc: Lynnette Butler-Brown <lynnettebb@rocnation.com>, imene meziane <im@mezianelawgroup.com>

Thanks

questions is the reimbursable invoice same as the one from the other day?

[Quoted text hidden]

Desiree Perez <dperez@scarterenterprises.com>

Fri, Aug 26, 2022 at 2:16 PM

To: Emilio Coochie <emiliocoochie@gmail.com>
Cc: Lynnette Butler-Brown <lynnettebb@rocnation.com>, imene meziane <im@mezianelawgroup.com>

will do , will do my best to get out asap,

Thanks

[Quoted text hidden]

Emilio Coochie <emiliocoochie@gmail.com>

Fri, Aug 26, 2022 at 2:29 PM

To: Desiree Perez <dperez@scarterenterprises.com>
Cc: Lynnette Butler-Brown <lynnettebb@rocnation.com>, imene meziane <im@mezianelawgroup.com>

Yes ma'am the reimbursement invoice is the same.

Thank you.

[Quoted text hidden]

Desiree Perez <dperez@scarterenterprises.com>

Fri, Aug 26, 2022 at 2:34 PM

To: Emilio Coochie <emiliocoochie@gmail.com>
Cc: Lynnette Butler-Brown <lynnettebb@rocnation.com>, imene meziane <im@mezianelawgroup.com>

ok thank You

[Quoted text hidden]

[Redacted]

[Redacted]

----- Forwarded message -----

From: **Desiree Perez** <dperez@scarterenterprises.com>
Date: Fri, Aug 26, 2022 at 2:34 PM
Subject: Re: July 2022 Invoice

[Quoted text hidden]

[Quoted text hidden]

CONFIDENTIAL

GAR 0000072

Exhibit “D”

3 identification as of this date by the Reporter.)

4 Q. Who's that person?

5 A. Sean carter.

6 Q. Who is he commonly known as what?

7 A. Jay Z.

8 Q. And Jay Z is also social witness stand Roc Nation,
9 correct?

10 A. Yes.

11 Q. And so she sent Mr. /TKPWARZ sent an e-mail to Mr. To
12 his president and theirs a name of listen butter do you /-FRL
13 yes?

14 Q. Are you familiar with that name?

15 A. Yes.

16 Q. Who's that?

17 A. That is a member of E-A team of Desiree ray.

18 Q. What is E-A me?

19 A. Executive aassistance team of Desiree.

20 Q. Thank you. Mr. Garcia sent an e-mail to at least
21 directed to Ms. Perez and you'll see here I highlighted for
22 just purposes of making it faster. It says I do believe my
23 expenses for travel should be paid as there expenses from to
24 your and reimbursements should not be held. On the monthly
25 invoice I have always been paid on weeks witness I am away

↑

1 remotely because I am for required for support from MT team,
2 do you see that?

3 A. I see that.

4 Q. Do you have a medical are you this particular issue
5 coming you like his perspective that he should be getting paid
6 when he's on-call remotely?

7 A. I don't, I was strictly involved in helping the
8 invoice, I want really apart of these, this type stuff.

9 Q. What did you just say?

10 A. I witness involved in the actual daily communications,
11 I /STREUBGly leaned in with helping get the invoices for the
12 purposed appropriately.

13 Q. And then later on an attorney getting involved, but I
14 want to go doubt to something that Ms. Perez ends you saying
15 down here. Now this couple days later on August 16th, excuse
16 me, this was again I misspoke, this is again from Mr. Garcia
17 on August 26th?

18 A. Okay.

19 Q. And he goes as far as my remote two weeks of stand by
20 work please sent an e-mail to hand the moneyf July 2nd weeks
21 were in person and two weeks please clarify what you would
22 like to did on participate examine allows me to get my
23 appointment taken care of today of the do you have of memory
24 of Ms. Perez Desiree president talking to you about Mr.
25 Garcias want to be paid for stand by work?



1 A. No.

2 Q. And then this is a reapply, I know this is not
3 formally how e-mails but G mail they instead of going up in
4 time they go up, so, this is her response, miss presidents
5 response she goes, my high the real /PWURSment is you turn in
6 your invoice, I remove them, it goes to Megan to approve then
7 it's wired and then the second paragraph start we can not pay
8 you for time you witness present we are happy to pay for he
9 hadding it would not be the same price, I don't want to
10 suggest pricing, you should advise what that is but it cannot
11 be the same as being present. And fine question I think I knew
12 the appeal based on what you are mull but do you have a memory
13 of speaking with Ms. Perez with regards to her telling Ms.
14 Perez telling Mr. Garcia we can not tell you for while you
15 were not present?

16 A. No.

17 Q. I am going to stop sharing this. Do you have a memory
18 of speaking with anybody at Roc Nation about Mr. Garcias
19 desire to be paid being on-call remotely or being paid that
20 he's not physical present with the artist?

21 A. No of the I was given the invoices that Mr. Garcia
22 submitted so that here's why Rockefeller will bounce these
23 back to you here's what you should change to get paid faster.

19 you see that?

20 A. Yes.

21 Q. And that's the e-mail we just went over in Exhibit 6?

22 A. Right.

23 Q. And Ms. Perez's response is not sure what and hold
24 he's an issue, do you see that?

25 A. Yes.

↑

42

1 Q. You do see that, yes?

2 A. Yes, I do.

3 Q. Okay. And do you have a memory of speaking with Ms.
4 Perez about her perspective about Mr. Garcia being an issue?

5 A. No.

6 Q. Do you know what she means -- withdrawn.

7 Did you ever here from anybody at Roc Nation why
8 muscle president ever held the believe that Mr. Garcia was an
9 issue?

10 MR. SCHOEN: Objection to form.

11 THE WITNESS: No besides invoice form.

12 Q. Well, is that suggest heard or your making an
13 assumption based on the context of the e-mail?

14 A. Based on what's on your screen right now.

15 Q. So, when here she's saying "yes, forward all and
16 hold" do you know who she's talking about as far as

17 forwarding all, let's talk about that first?

18 A. Bust based on your e-mail for the invoices and hold
19 payment until form is reviewed and fixed.

20 Q. Okay. And you never had a conversation if what she was
21 waiting for before letting Mr. Garcia invoices being processed
22 was I don't know justify the form of the invoice, is that
23 correct?

24 A. I don't recall.

25 MR. SIEV: Objection to form.

↑

43

1 THE WITNESS: I don't recall, I focused on
2 form.

3 Q. I know you focused on form and I just have to ask, do
4 you have a memory of talking with Ms. Perez specifically with
5 regard to Mr. Garcia invoices that the reason she was holding
6 them was had to do with both how he was writing them and the
7 amounts he was putting in them?

8 MR. SIEV: Objection to form.

9 THE WITNESS: I don't have recall that
10 specific conversation with that, no.

11 Q. We can stop with that. This will be Exhibit 8?

12 (Whereupon, ^ exhibit description was marked
13 as Plaintiff's Exhibit number/letter for
14 identification as of this date by the Reporter.)

1 Garcia has been wrong in the past?

2 MR. SCHOEN: Objection to form.

3 THE WITNESS: No, the invoices required
4 revisions often.

5 Q. I know that from you you saw that but my question to
6 Ms. Perez about the to pick that Emilio has been wrong, do you
7 have a memory of talking to her?

8 A. No, I just take it as invoices in the wrong form.

9 Q. Got it and then her next phrase, is he's obviously not
10 taking responsibility for over billing, do you know what Ms.
11 Perez is referring to in that particular phrase?

12 A. No.

13 MR. SCHOEN: Objection to form.

14 Q. And then the next part of her same sentence is, not
15 properly invoiced after he makes mistakes, do you have a
16 memory of any way Ms. Perez after he makes mistakes?

17 MR. SIEV: Objection to form.

18 MR. SCHOEN: Objection to form.

19 THE WITNESS: No, I believe it's we would
20 consistently receive invoices that weren't in
21 properly form so they kept bouncing back.

22 Q. Your answer is based on a reason deduction on the
23 context of what we are talking about, contradict?

24 A. I hope so, yes.

25 MR. SIEV: Objection to form.



1 Q. I know what you are saying I just want to make sure
2 you don't have a memory of Ms. Perez coming to you or talking
3 to you over the phone going, you know, Emilio makes a lot of
4 mistake, you don't have a memory of that, correct?

5 A. No.

6 Q. And then she goes hey let's fine out Sean, what Ms.
7 Perez witness she sent this to you?

8 A. To interacted with Rockefeller and learn about who was
9 going on interact with Emilio, figure out how to fixed it.

10 Q. And then your well, here you write, to someone but I
11 am assuming to it's Jason and Isabel is Ms. Kuzmich last name,
12 right?

13 A. Yes.

14 Q. And is Jason McMillan?

15 A. Yes.

16 Q. I spoke to him last week and I almost forget his last
17 name, miss Mac and your fining out as Ms. Perez has directed
18 you to, correct?

19 A. Correct.

20 THE VIDEOGRAPHER: We are now off the record
21 the time is 11:48 a.m. eastern time.

22 (Whereupon, an off-the-record discussion was
23 held.)

1 Q. And then paragraph 14 of your declaration of
2 plaintiffs compensation, do you see that?

3 A. Yes.

4 Q. Alright. And with regards to the issue of the per
5 diem, rates that you were aware of because that was a
6 preapproved for Ms. Pete, are you aware of one way or the
7 other whether other /P-RT parts of how Mr. Garcia
8 ^ where ^ were being Doe /TKAOE mit president?

9 MR. SCHOEN: Objection to form.

10 MR. SIEV: Objection to form.

11 THE WITNESS: We don't control we try to do
12 that then I don't think our clients will be very
13 happy.

14 Q. Have you ever had any client ask you to step in asks
15 as a Roc Nation to step in to had he with employees and
16 permits of payment or anything like that?

17 MR. SIEV: Objection to form.

18 THE WITNESS: Have we have had a client ask
19 us to help? Yes, of course, that's part of the
20 what management is.

21 Q. Let me just go back to Exhibit 1. So this was
22 Exhibit 1 first thing we looked at today, 9:00 a.m. your time
23 6:00 a.m. my time-ish and we went down to these
24 communications, you don't have a misdemeanor are you of every

25 seeing from Emilio going I have always been paid on we can

89

1 witness I am away remotely, you don't from Mr. Garcia?

2 A. I don't but again, his scheduling and what the actual
3 work he was doing was not my involvement was, my involvement
4 was his billing.

5 Q. I understand you're involvement and I stand the scope
6 you are telling you were involved in I just want to know you
7 are confirmed is you and then when Ms. Perez is talking to him
8 bark we can not pay you for time you were not present, you
9 have no idea what Ms. Perez is referring to here as far as why
10 that decision was made, correct?

11 MR. SCHOEN: Objection to form.

12 THE WITNESS: Yeah, like when I look at this
13 I don't know specifically went it's referring to
14 where it's referring to, it's not my involvement.

15 Q. And you have no memory of communications whether in
16 writing, over the phone or in person with Ms. Perez with the
17 to pick of Mr. Garcia wanting to be paid witness he was not
18 present with Ms. Pete came up?

19 MR. SCHOEN: Objection to form.

20 MR. SIEV: Objection to form.

21 THE WITNESS: I don't have any memory of
22 that, no.

Exhibit “E”

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

EMILIO GARCIA,

Plaintiff,

-against-

ROC NATION LLC; HOT GIRL TOURING,
LLC; MEGAN THEE STALLION
ENTERTAINMENT, INC.; MEGAN THEE
STALLION; and DOES 1 through 10, inclusive,

Defendants.

Civil Action No.: 1:24-cv-07587-GHW

DEFENDANTS' NOTICE OF SUBPOENA TO IMENE MEZIANE

PLEASE TAKE NOTICE that, pursuant to Federal Rules of Civil Procedure 30 and 45, Defendants Megan Thee Stallion, Megan Thee Stallion Entertainment, Inc., Hot Girl Touring, LLC, and Roc Nation, LLC, by and through their undersigned counsel of record, will serve the subpoena attached hereto as Exhibit 1 on Imene Meziane, 3154 Cadet Ct, Los Angeles, CA 90068-1854, requesting that Imene Meziane produce the specified documents and things for inspection and copying as set forth in Schedule A, on July 6, 2025, and appear for deposition on July 7, 2025 at 1:00 p.m. at the time and location specified in Exhibit 1, or at such date, time, and location as may be agreed upon by counsel for the parties and the witness. The deposition will take place before a notary public or other officer authorized by law to administer oaths and record testimony pursuant to Rule 28 of the Federal Rules of Civil Procedure, and will be recorded by stenographic, audio, and/or videographic means pursuant to Rule 30(b)(3) of the Federal Rules of Civil Procedure. The deposition will be recorded by an employee of Veritext, 707 Wilshire Boulevard, Suite 3500, Los Angeles, CA 90017; (213) 623-5005; calendar-la@veritext.com. Defendants may take this deposition remotely if necessary using audio and/or videoconferencing technology.

Dated: New York, New York
June 30, 2025

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

By: /s/ Joanna E. Menillo

Alex B. Spiro
Joanna E. Menillo
alexspiro@quinnemanuel.com
joannamenillo@quinnemanuel.com
295 Fifth Avenue
New York, New York 10016
(212) 849-7000

Mari F. Henderson (*pro hac vice*)
Julian T. Schoen (*pro hac vice*)
marihenderson@quinnemanuel.com
julianschoen@quinnemanuel.com
865 South Figueroa Street, 10th Floor
Los Angeles, California 90017-2543
(213) 443 3000

*Attorneys for Defendants Megan Thee
Stallion, Megan Thee Stallion Entertainment,
Inc., and Hot Girl Touring, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on this 30 day of June 2025, I caused a true and correct copy of this

Notice of Subpoena to be served upon the following parties by electronic mail:

VALIANT LAW

Joseph Jeziorkowski
Daniel Folchetti
William Knight
2 Westchester Park Dr. Ste. 205
White Plains, NY 10016
Tel.: (914) 730 2422
jjj@valiantlaw.com

WEST COAST TRIAL LAWYERS

Ronald Zambrano
1147 S Hope St.
Los Angeles, CA 90015
Tel.: (213) 652-5649
ron@westcoasttriallawyers.com

Dated: June 30, 2025

/s/ Joanna E. Menillo

Joanna E. Menillo

EXHIBIT 1

AO 88A (Rev. 12/20) Subpoena to Testify at a Deposition in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of New York

Emilio Garcia

Plaintiff

v.

Roc Nation LLC, et al.

Defendant

Civil Action No. 1:24-cv-07587-GHW

SUBPOENA TO TESTIFY AT A DEPOSITION IN A CIVIL ACTION

To: Imene Meziane, 3154 Cadet Ct, Los Angeles, CA 90068-1854

(Name of person to whom this subpoena is directed)

Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at a deposition to be taken in this civil action. If you are an organization, you must promptly confer in good faith with the party serving this subpoena about the following matters, or those set forth in an attachment, and you must designate one or more officers, directors, or managing agents, or designate other persons who consent to testify on your behalf about these matters:

Table with 2 columns: Place (Quinn Emanuel Urquhart & Sullivan LLP, 865 S. Figueroa St., 10th Floor, Los Angeles, CA 90017) and Date and Time (07/07/2025 1:00 pm)

The deposition will be recorded by this method: Court Reporter and Videographer

Production: You, or your representatives, must also bring with you to the deposition the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material: See Schedule A. Please submit the requested documents on or before July 6, 2025 at 5:00 pm to the above-referenced address for Quinn Emanuel Urquhart & Sullivan, LLP or via email to the address listed below.

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 06/30/2025

CLERK OF COURT

OR

/s/ Joanna E. Menillo

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Megan Thee Stallio Hot Girl Touring, LLC, and Megan Thee Stallion Ent., Inc., who issues or requests this subpoena, are:

Joanna Menillo, 295 5th Avenue, 9th Floor New York, New York 10016, joannamenillo@quinnemanuel.com, 212-849-7000

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 1:24-cv-07587-GHW

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____ .

I served the subpoena by delivering a copy to the named individual as follows: _____

_____ on *(date)* _____ ; or

I returned the subpoena unexecuted because: _____
_____ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____ .

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

(i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

SCHEDULE A

DEFINITIONS

The following definitions are to be considered applicable to all Requests:

1. “Action” refers to the litigation captioned as *Emilio Garcia v. Roc Nation LLC; Hot Girl Touring, LLC; Megan Thee Stallion Entertainment, Inc.; Megan Thee Stallion; and Does 1 through 10, inclusive*, No. 1:24-cv-07587-GHW, currently pending before the United States District Court, Southern District of New York.

2. “Communications” shall be construed in the broadest sense allowed by the Federal Rules of Civil Procedure and the Local Civil Rules and shall include the recording, conveyance, or exchange of information of any kind by or with any person for any purpose by any written, verbal, or electronic means or method, including without limitation any letters, discussions, conversations, meetings, conferences, correspondence, memoranda, telephone calls or messages, including FaceTime call logs and phone call logs, voicemails, electronic mail or computer transmissions, Social Media Posts and messages, instant messages, text messages, facsimile transmissions, or any other form of transmittal of information of any kind, whether authorized or unauthorized, and regardless of whether the foregoing was transmitted through a personal, work, or other device or channel.

3. “Defendants” refers to Hot Girl Touring, Megan Thee Stallion Entertainment, Inc., Megan Thee Stallion (“Ms. Pete”), and Roc Nation, LLC, the Defendants in the Action

4. “Document” shall have the broadest meaning ascribed to it by the Fed. R. Civ. P. 34(a)(1)(A) and the Local Civil Rules, and shall include within its meaning any written, graphic or other recorded (whether visibly, electronically, magnetically or otherwise) matter of whatever kind or nature, transmitted by any manner or means of disclosure, transfer, or exchange of fact,

information, ideas, opinions, or thoughts, whether by written, oral, mechanical, telephonic, electronic or some other means of communication, and all tangible things from which information can be processed, transcribed, copied or retrieved, whether originals, copies or drafts (including, without limitation, non-identical copies), however produced or reproduced. The term “Documents” shall also be used herein to include any Communication, and any tangible objects, things, or items. A draft or non-identical copy is a separate Document within the meaning of this term.

5. “Person” refers to any natural person or any business, legal or governmental entity, or association.

6. “Plaintiff” refers to the Plaintiff in the Action, Emilio Garcia.

7. “Relating to,” “discussing,” “concerning,” and “referencing,” in addition to their customary and usual meanings, shall mean directly or indirectly, in whole or in part, relating to, referring to, concerning, discussing, evidencing, containing, constituting, reflecting, mentioning, assessing, characterizing, recording, describing, touching upon, summarizing, commenting on, showing, disclosing, supporting, explaining, recording, stating, memorializing, noting, analyzing, contradicting, disputing, or in any way legally, logically or factually dealing with connected to the subject matter described.

8. “Social Media Posts” means any and all materials, including text, photos, and videos, posted to Instagram, Twitter, Facebook, LinkedIn, TikTok, or any other websites or applications that enable users to create and share content or otherwise participate in social networking.

9. “You” or “Your” refers to You, Imene Meziane.

10. “And” and “or” shall be construed either disjunctively or conjunctively as necessary

to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

11. “All” and “Any” shall each be construed as encompassing any and all.
12. “Including” shall mean “including but not limited to.”
13. Wherever appropriate, verb tenses shall be interpreted to include past, present, and future tenses.
14. References to a gender shall be interpreted to include the masculine, feminine, and neuter.
15. The use of the singular form of any word includes the plural and vice versa.
16. The use of defined terms in these Requests apply whether or not they are capitalized.

INSTRUCTIONS

1. Unless otherwise requested, the Documents requested include all Documents and things in Your possession, custody, or control. Without limiting the meaning of the terms “possession, custody or control” as used in the preceding sentence, a Document is in Your possession, custody, or control if You have actual possession or custody of the Document, or the right to obtain the Document, or a copy thereof upon demand from one or more Persons that has actual physical possession of the Document.

2. As the term “possession” relates to e-mail, the term includes, but is not limited to, e-mail containing Your electronic e-mail directories, including but not limited to: (a) “deleted” e-mails which have not been permanently deleted, including all subdirectories irrespective of the title of such subdirectories; (b) “sent” e-mails, including all subdirectories irrespective of the title of such subdirectories; and (c) “received” e-mails, including all subdirectories irrespective of the title of such subdirectories.

3. Pursuant to Federal Rule of Civil Procedure 45(e)(1)(b), You shall produce responsive documents as they have been kept in the usual course of business or shall organize and label them to correspond to the enumerated requests of this demand. If You have no documents responsive to a particular category, You shall so state in writing. In addition, the Requests shall be deemed to call for the separate production of all copies and, to the extent applicable, preliminary drafts of Documents that differ in any respect from the original or final draft or each other (e.g., by reason of differences in form or content or by reason of handwritten notes or comments having been added to one copy of a Document but not to the original or other copies thereof).

4. If You object to any Request, You must state in writing, with specificity, the grounds for objection pursuant to Federal Rule of Civil Procedure 45. If You object to a particular

portion of any Request, You shall respond to any other portion of such Request as to which there is no objection and state in writing, with specificity, the grounds of the objection to the particular portion of the Request.

5. Your attention is directed to Rule 45(e)(2) of the Federal Rules of Civil Procedure for the information to be provided where a claim of privilege is asserted. If You withhold any Document, Communication or part thereof that is responsive to any Request on the grounds of attorney-client privilege; the attorney work product doctrine or any other privilege, doctrine or basis, You must state in writing, with specificity, the: (1) date of the Document or Communication; (2) the type, title and subject matter of the Document or Communication sufficient to assess whether the assertion of privilege is valid; (3) the name of the Person or Persons who prepared or signed the Document or engaged in the Communication; (4) the name and position of any recipient of the Document or Communication; and (5) the particular privilege, doctrine or other basis for withholding the Document or Communication.

6. When only a portion of a document is believed to be privileged, the non-privileged portion shall be produced with the allegedly privileged portion redacted and indicated as such. Any attachment to an allegedly privileged document shall be produced unless You also contend that the attachment is privileged, in which case the information required herein shall be provided separately for such attachment.

7. These Requests specifically contemplate the production of all electronic or magnetic data. To the extent any of the Documents produced in response to these Requests exist in electronic or magnetic form, such Documents shall be produced with all metadata preserved and intact, unless the parties reach a mutual agreement regarding the standards for any other type of electronic production.

8. Each Request should be construed independently. No Request should be construed to reference any other Request for the purpose of limiting the scope of response to such Request.

9. If You cannot respond fully to a Request after exercising due diligence to secure the information requested, or do not have information responsive to any part of a Request, You must so state, describe in full Your efforts to obtain the information requested, and respond to the Request to the fullest extent possible. If a qualified response to a Request must be given, You shall respond to the Request as directly and fully as possible and state fully the reason that such qualification is necessary.

10. If Your response to a particular Request is a statement that You lack the ability to comply with that Request, You must specify whether the inability to comply is because the particular item or category of information never existed or has been lost, destroyed, discarded, misplaced, stolen or otherwise disposed of, or because it has never been or is no longer in Your possession, custody or control, in which case the name and address of any Person known or believed by You to have possession, custody or control of that information or category of information must be identified.

11. If the identity of Documents responding to a Request is not known, then that lack of knowledge must be specifically indicated in the response. If any information requested is not in Your possession but is known or believed to be in the possession of another Person, then identify that Person and state the basis of belief or knowledge that the requested information is in such Person's possession.

12. You shall take immediate steps to preserve all documents responsive to these Requests, including electronic data that may exist on backup and/or other archived electronic computerized data compilation. These measures must include, but are not limited to,

discontinuation of all data destruction and backup tape recycling policies applicable to such documents.

13. The timeframe for these Requests shall be between January 1, 2019 and the present.

DOCUMENT REQUESTS

1. All Documents and Communications between you and Desiree Perez, including but not limited to any Communications discussing or referencing Plaintiff's wages, compensation, or payment structure.
2. All Documents and Communications between You and Ms. Pete or any of the Defendants concerning Plaintiff and/or the allegations in the Action.
3. All Documents and Communications between You and any third party concerning Ms. Pete or any of the Defendants.
4. All Documents and Communications between You and any third party concerning Plaintiff and/or the allegations in the Action.