

1 PIERSON FERDINAND LLP
Alejandro Pérez (SBN 030968)
2 3050 North Central Avenue, Suite 1060
Phoenix, Arizona 85016
3 Alejandro.perez@pierferd.com
4 (602)887-3368

5 W. Scott Lawler PLC (pro hac application pending)
3133 W. Frye Road, Ste 101
6 Chandler, AZ 85226
7 Tel: 480-339-0181
wsl@lawlerfirm.com

8 *Attorneys for Movants*

9
10 **UNITED STATES DISTRICT COURT**
11 **FOR THE DISTRICT OF ARIZONA**

12 REPUBLIC OF KAZAKHSTAN

13 Plaintiff,

14 v.

15 BIG SKY ENERGY CORPORATION

16 Defendants.
17

Case No.:

OBJECTION TO SUBPOENAS AND
MOTION TO QUASH OR
MODIFY SUBPOENAS

18 **1. Introduction.**

19 Defendants Big Sky Energy Corporation, a Nevada corporation (“Big Sky
20 Nevada”), and W. Scott Lawler (“Mr. Lawler” and collectively with Big Sky Nevada,
21 “Movants”), by and through counsel, Mr. Lawler, respectfully request that the Court
22 quash or modify the subpoenas served on Big Sky Nevada and its officer and counsel,
23 Mr. Lawler. The subpoenas at issue are attached hereto as Exhibits 1 and 2
24 (“Subpoenas”) and were issued by plaintiff Republic of Kazakhstan (“ROK”).

25 Movants object to the Subpoenas and move to quash or modify them as, among
26 other things, they are overbroad and require undue expense on Movants, and constitute
27 an abuse of process as they are purportedly in connection with an attempt to collect on a
28

1 judgment but in reality seek information well outside the permissible scope. Notably,
2 ROK has requested this information in two prior proceedings, Big Sky Nevada produced
3 all relevant and available information, and further attempts by ROK to obtain additional
4 information have been denied in the context of the underlying arbitration from which the
5 current judgment arose. Now, despite purportedly only seeking to collect on a judgment,
6 ROK seeks information wholly unrelated to collection on a purported judgment and
7 instead seeks a third bite at the apple to attempt to obtain information they were not, and
8 are not, entitled to, including without limitation, privileged information and information
9 related to other entities that are not parties to this litigation. Movants have no problem
10 producing relevant information and as the declaration of Mr. Lawler makes clear, Big
11 Sky Nevada has no assets on which ROK can collect and is not currently operating, nor
12 has it done so for nearly a decade. *See* Declaration of Scott Lawler (“Lawler
13 Declaration”), attached as Exhibit 3 hereto. Accordingly, there is little information for
14 ROK to legitimately seek. However, Big Sky Nevada has already produced all relevant
15 information and, in fact, conducted a meet and confer call with counsel for ROK to see
16 if the parties could reach a mutual agreement to produce this documentation in
17 satisfaction of the Subpoenas. But, ROK would not agree to this reasonable request,
18 necessitating the instant motion.¹

19 ROK has no legitimate reason to seek the volume and scope of documents from
20 the individuals and entities listed below, and as such Movants respectfully request that
21

22 _____
23 ¹ Initially Movants filed their timely motion in the District of Nevada as Big Sky is a Nevada
24 corporation and the Subpoenas require production of documents in Nevada. However, the
25 District of Nevada ruled that the place of compliance of the Subpoenas is Arizona and denied
26 Movants’ initial motion to quash without prejudice to the filing of the instant motion in this
27 Court. Moreover, pursuant to FRCP 45(f), Movants consent to transfer of this matter back to
28 the Nevada federal court at this Court’s discretion. *See* FRCP 45(f): “**Transferring a
Subpoena-Related Motion.** When the court where compliance is required did not issue the
subpoena, it may transfer a motion under this rule to the issuing court if the person subject to
the subpoena consents or if the court finds exceptional circumstances.”

1 the Court quash or modify these Subpoenas as set forth herein.

2 **2. Factual Background.**

3 A default judgment was entered in this case on July 28, 2022 (Doc. 21). The default
4 judgment arose out of an ICSID Case No. ARB/17/22 which was an arbitration between
5 Big Sky Nevada and ROK (“Arbitration”). In the underlying Arbitration, ROK sought
6 virtually the same documents it now seeks against Big Sky Nevada. Big Sky Nevada
7 produced all relevant and available information, and further attempts by ROK to obtain
8 additional information were denied in Arbitration. *See* Lawler Declaration at ¶¶ 2-19.
9 Moreover, the documents at issue were also sought by ROK in case no. MC-19-00035-
10 PHX-DWL in the federal District Court of the District of Arizona, which was an
11 application pursuant to 17 U.S.C. § 1782 for document discovery. ROK’s request for the
12 documents at issue was denied in that proceeding as well. *See* Order quashing ROK’s
13 subpoena, Exhibit 4.

14 ROK’s newest Subpoenas are a third bite at the apple under the guise of collecting
15 on a judgment. However, it is clear that the Subpoenas are simply a pretext for ROK to
16 yet again seek information that is irrelevant and in fact is not even related to this litigation
17 at all. In fact, the Subpoenas seek, without limitation, the following classes of information
18 which is completely irrelevant to the instant case or otherwise improper:

- 19
- 20 • Documents which contain privileged information, including attorney/client
21 privileged information between Big Sky Nevada and its attorney, Scott Lawler;
 - 22 • Information ROK wants to improperly obtain regarding unrelated entities that are
23 not parties to the instant litigation, including Big Sky Energy Kazakhstan Ltd (“Big
24 Sky Kazakhstan”), Ingalls & Snyder Value Partners, L.P., Mr. Lawler individually,
25 International Legal Services, Inc., and Vaninn Capital PCC;
 - 26 • All communications and documents between parties that do not include Big Sky
27 Nevada, including the above entities;
- 28

- 1 • No limitations as to time (apart from a vague reference to “from January 1, 2015
2 through the present”), merely seeking “all documents” or “all correspondence” or
3 “all payments” which is extremely burdensome and entirely irrelevant and
4 improper;

5 Moreover, Big Sky Nevada has not been in operation since 2015 and has only one
6 employee, its attorney and officer, Mr. Lawler. *See* Lawler Declaration, Exhibit 3, at ¶¶
7 3-16. Moreover, Big Sky Nevada has no assets that ROK could execute on, as it owns no
8 real property, has no bank accounts, has no accounts receivable, has had no corporate
9 proceedings since 2015, has no cash or cash equivalents, has no investments, has no
10 inventory, has no fixtures, furniture, machinery, automobiles, watercraft, aircraft,
11 collectibles, intellectual property, notes receivable, tax refunds, or interest in insurance
12 policies. *Id.* Big Sky Nevada also has no beneficial interests in any insurance policies or
13 annuities, has no beneficial interests in any trusts, and has no interest in any other entity.
14 *Id.*

15 Finally, ROK’s Subpoenas include deposition subpoenas for both Mr. Lawler as
16 the person most knowledgeable for Big Sky Nevada *and* to Mr. Lawler individually. It is
17 improper for ROK to depose non-party Mr. Lawler especially when he is the only
18 employee of Big Sky Nevada and will be serving as its person most knowledgeable for
19 the Big Sky Nevada deposition should it go forward.

20 Counsel for Big Sky Nevada explained to counsel for ROK that Big Sky Nevada
21 has no assets upon which it can collect and attempted to reach an agreement as to the
22 documents sought improperly through the overbroad Subpoenas, but were unable to do
23 so. Nevertheless, even though ROK was not agreeable to Big Sky Nevada’s reasonable
24 proposal to produce only the documents relating to its lack of assets – and not any
25 privileged or irrelevant information – Big Sky Nevada has already produced to ROK all
26 relevant information demonstrating its lack of assets. It is a difficult and cumbersome
27 process as Big Sky Nevada has only one employee – Mr. Lawler – but in a good faith
28

1 effort to comply with reasonable and good faith document requests Big Sky Nevada has
2 produced all relevant, non-privileged information regarding its lack of assets.

3 **3. Legal Standard.**

4 Pursuant to Rule 45 of the Federal Rules of Civil Procedure, a court must quash or
5 modify a subpoena if it “requires disclosure of privileged of other protected matter,” or
6 subjects a person to undue burden. Arizona recognizes both the attorney/client privilege)
7 and the accountant/client privilege). A.R.S. § 12-2234; A.R.S. § 32-749(A).

8 Additionally, the attorney work doctrine “also protects an attorney’s mental impressions,
9 conclusions, or legal theories concerning the litigation, as reflected in memoranda,
10 correspondence, interviews, briefs, or in other tangible and intangible ways.” *Wardleigh*
11 *v. Second Judicial Dist. Court In & For Cty. of Washoe*, 111 Nev. 345, 357, 891 P.2d
12 1180, 1188 (1995) (citing *Hickman v. Taylor*, 329 U.S. 495, 510–11, 67 S.Ct. 385, 393–
13 94, 91 L.Ed. 451 (1947); NRC 26(b)(3)).

14 Generally, courts utilize a six-factor test for determining if an undue burden exists:
15 “ ‘(1) relevance of the information requested; (2) the need of the party for the documents;
16 (3) the breadth of the discovery request; (4) the time period covered by the request; (5) the
17 particularity with which the party describes the requested documents; and (6) the burden
18 imposed.’ ” *Precourt v. Fairbank Reconstruction Corp.*, 280 F.R.D. 462, 467 (D.S.D.
19 2011). If the sought after documents are not relevant, “then any burden whatsoever
20 imposed... [is] by definition undue.” *Compaq Computer Corp. v. Packard Bell Elecs.*,
21 163 F.R.D. 329, 335-36 (N.D.Cal 1995).

22 Further, a subpoena is facially overbroad if it (1) fails to specify the documents or
23 things sought with appropriate particularity, (2) covers an unreasonable time period, or
24 (3) extends to documents or materials of limited or no relevance in the action. *See Mattel,*
25 *Inc. v. Walking Mountain Prods.*, 353 F.3d 792, 813 (9th Cir. 2003) (subpoena was
26 properly quashed where it sought testimony and documents regarding topics that had “no
27 bearing” on the claims at issue); *Williams v. City of Dallas*, 178 F.R.D. 103, 109 (N.D.
28

1 Tex. 1998) (holding subpoena was overbroad where it “is not limited in time or topic to
2 any issue of consequence to this litigation or to any other litigation”); *Broadcort Capital*
3 *Corp. v. Flagler Sec., Inc.*, 149 F.R.D. 626, 629 (D. Colo. 1993) (holding subpoena was
4 facially overbroad where “[n]othing has been provided that would indicate any relevance
5 or potential relevance of telephone or financial records from January 1, 1992 on” and
6 subpoena was therefore not limited to relevant time period).

7 FRCP 45(d)(3) lays out the requirements for quashing or modifying a subpoena. A
8 federal court is required to quash or modify a subpoena that “subjects a person to undue
9 burden.” Fed. R. Civ. P. 45(d)(3)(A)(iv). The court may also quash a subpoena “to protect
10 a person subject to or affected by a subpoena...if it requires disclosing a trade secret or
11 other confidential research, development, or commercial information.” Fed. R. Civ. P.
12 45(d)(3)(b). Federal courts addressing this question have held the following with regard
13 to a party’s moving to quash a subpoena served on a third party:

- 14 1. ***A party may move to quash a third party subpoena if it has a specific interest***
15 ***in the documents requested.*** “In general, a party has no standing to move to
16 quash a subpoena served upon a third party *unless the party claims a personal*
17 *right or privilege with respect to the documents requested in the subpoena.*”
18 *Dale Evans Parkway 2012, LLC v. Nat’l Fire & Marine Ins. Co.*, No.
19 EDCV15979JGBSPX, 2016 WL 7486606, at *3 (C.D. Cal. Oct. 27, 2016).
20 Thus, a party may move to quash a subpoena which seeks documents in which
21 the moving party has a “personal right or privilege.”
- 22 2. ***A party may move to quash a third party subpoena if the subpoena will cause***
23 ***an undue burden for the party itself.*** “A party lacks standing to quash a
24 subpoena on grounds that it is overbroad or unduly burdensome *on a third*
25 *party.*” *Id.* However, there is no restriction on standing if a party seeks to quash
26 a third-party subpoena because it will cause an undue burden on the party itself.
27 Indeed, courts *must* quash or modify a subpoena if it “subjects *a person* to an
28

1 undue burden.” Fed. R. Civ. P. 45(d)(3)(A)(iv). FRCP 45 does not limit the
2 burdened person to the individual or entity that is subject to the subpoena. Of
3 course, “[t]he party that moves to quash a subpoena has the burden of
4 persuasion,” *Airbus DS Optronics GmbH v. Nivisys LLC* (D.Ariz. May 28,
5 2015, No. CV-14-02399-PHX-JAT) 2015 U.S.Dist.LEXIS 69074.).

6 3. ***Subpoenas cannot be used to circumvent other methods of discovery.*** The
7 primary method of discovery is, of course, written discovery between the
8 parties. Therefore, “[t]he court also has an obligation to protect non-parties
9 from being burdened with subpoenas for documents that can more easily and
10 inexpensively be obtained from the opposing party.” *See McCall v. State Farm*
11 *Mut. Auto. Ins. Co.*, No. 216CV01058JADGWF, 2017 WL 3174914, at *6 (D.
12 Nev. July 26, 2017)

13 **4. Legal Argument.**

14 **A. The Subpoenas should be quashed or modified to prohibit requests**
15 **related to any privileged or confidential material.**

16 As set forth above, any communications between Lawler (in his capacity as
17 counsel) and Big Sky Nevada are privileged and confidential. The Subpoenas seek such
18 information in violation of Big Sky Nevada’s attorney/client privilege. To this extent they
19 are improper, bordering on an abuse of process, and must be quashed or limited.
20

21 Moreover, the Subpoenas are unduly burdensome and facially overbroad.
22 Regarding the *Precourt* factors, any information sought not directly related to the assets
23 of Big Sky Nevada, is completely irrelevant. If the sought after documents are not
24 relevant, “then any burden whatsoever imposed... [is] by definition undue.” *Compaq*
25 *Computer Corp. v. Packard Bell Elecs.* 163 F.R.D. 329, 335-36 (N.D.Cal 1995).
26
27
28

1 Regarding the remaining factors, the information sought is overly broad and appears to
2 contain no limitations as to time (apart from a vague reference to “from January 1, 2015
3 through the present”), requesting merely “all communications” and “all documents.” The
4 documents and information sought are clearly part of an improper fishing expedition by
5 ROK to seek information that is not in any way related to its judgment and merely to
6 harass Big Sky Nevada and to get information on other, non-party entities. In fact, as
7 noted above, the Subpoenas seek information from entities that are not parties to this
8 litigation, including Big Sky Kazakhstan, Ingalls & Snyder Value Partners, L.P., Mr.
9 Lawler individually, International Legal Services, Inc., and Vaninn Capital PCC.
10

11
12 In evaluating whether the scope of a subpoena is overbroad, courts must ensure that
13 the requested information is relevant to the truth or falsity of the particular statements at
14 issue. *Gilmore v. Jones*; see also *Sheindlin v. Brady*, 339 F.R.D. 111, 123 (W.D. Va. 2021)
15 (quashing multiple nonparty subpoenas, through which defendant sought evidence to
16 prove that his allegedly defamatory statements were true because defendant had failed to
17 show that the information he sought was relevant and necessary to the claims or defenses
18 in the action); *Weinstein*, 2020 WL 1485960, at *4, *6 (quashing in part nonparty
19 subpoenas that sought “fifty-six categories of documents” and broadly requested “all
20 documents pertaining to [the nonparties'] financial transactions, financial statements, audit
21 files, formation and management agreements,” none of which was relevant to the veracity
22 of the alleged defamatory statements or to any other claims or defenses in the action);
23 *Eshelman*, 2017 WL 5919625, at *5, *8 (granting in part motion to quash nonparty subpoena
24 that requested all documents produced in “all” prior civil lawsuits involving the nonparties
25
26
27
28

1 because the subpoena was “facially overbroad” and constituted a “fishing expedition” that
2 likely would require production of “wholly irrelevant documents”); *In re Biovail Corp.*
3 *Sec. Litig.*, 247 F.R.D. 72, 74 (S.D.N.Y. 2007). (quashing multiple nonparty subpoenas
4 where “the virtually limitless financial and other information” plaintiffs sought was
5 “unnecessary and irrelevant” to the case and “the burden the[] demands place[d] on the
6 subpoenaed non-parties and diversion of their staff to provide it far outweigh[ed] any
7 probative value of the information”).
8

9
10 Here the documents requested in the Subpoenas are completely improper as they
11 fall outside of those directly related to Big Sky Nevada’s (not Big Sky Kazakhstan which
12 is a entity unrelated to Big Sky Nevada) ability, or inability, to pay a judgment. The
13 Subpoenas should be quashed or modified to the extent they seek any information outside
14 that limited basis. Accordingly, even if the Subpoenas did not seek privileged
15 information, which they do, those Subpoenas should be quashed due to the fact that they
16 are facially overbroad and unduly burdensome.

17 **B. The Subpoenas improperly seek information against non-debtor**
18 **entities.**

19 The **only** entity against which ROK has any judgment of any kind is Big Sky
20 Nevada. There is no alter ego determination against Big Sky Kazakhstan or Lawler.
21 Moreover, ROK has no judgment against Lawler, Big Sky Kazakhstan, Jacqueline
22 Danforth (“Danforth”), Ingalls and Snyder Value Partners L.P. (“Ingalls & Snyder”),
23 International Legal Services, Inc. (“ILS”), or Vannin Capital PCC (“Vannin”) (and
24 collectively, “Non-Debtor Entities”). Yet, ROK is attempting to abuse the legal process
25 by pretending to use the post-judgment discovery process to obtain discovery against all
26 Non-Debtor Entities in an egregious abuse of the discovery process.
27
28

1 As the federal courts have recognized when examining this issue, obtaining post-
2 judgment discovery from nonparties is generally limited to a judgment debtor's assets. *See*
3 *Caisson Corporation v. County West Building Corp.*, 62 F.R.D. 331, 334 (E.D.Pa.1974)
4 (holding that inquiries of nonparties under FRCP 69(a) “**must be kept pertinent to the**
5 **goal of discovering concealed assets of the judgment debtor and not be allowed to**
6 **become a means of harassment” of the nonparties”); *Burak v. Scott*, 29 F.Supp. 775,
7 776 (D.D.C.1939) (holding that “a judgment creditor [does not have] any right to ...
8 require the disclosure of assets of persons other than the judgment debtor” under FRCP
9 69); *see also Strick Corp. v. Thai Teak Prod. Co.*, 493 F. Supp. 1210, 1218 (E.D. Pa. 1980)
10 (recognizing that “discovery of assets of a nonparty is not generally contemplated by Rule
11 69(a)”); *Rock Bay, LLC v. Dist. Ct.*, 129 Nev. 205, 210–11, 298 P.3d 441, 445 (2013).
12 But again, the only entity against which ROK has a judgment is Big Sky Nevada, not
13 Lawler, and not Big Sky Kazakhstan. Yet, the vast majority of the requests in the
14 Subpoenas relate to Lawler, Big Sky Kazakhstan, or other Non-Debtor Entities. For
15 example, below are document requests contained in the Subpoenas improperly seeking
16 documents from Non-Debtor Entities, including without limitation Big Sky Kazakhstan:**

- 17 ○ 1(a) – “payments and advances ILS directly or indirectly made to [**Lawler**],
18 Big Sky EC, **Big Sky Kazakhstan**”.
- 19 ○ 1(b) – “all payments and ILS directly or indirectly made to any third parties
20 such as vendors and consultants on behalf of [**Lawler**], Big Sky EC **and Big**
21 **Sky Kazakhstan**”.
- 22 ○ 1(c) “all payments made to ILS, including payments on the ILS Note, by
23 [**Lawler**], Big Sky EC, **Big Sky Kazakhstan**”.
- 24 ○ 1d – “All payments made to ILS, including payments on the ILS Note, by
25 any person or entity acting on behalf of [**Lawler**], Big Sky EC **and Big Sky**
26 **Kazakhstan**”.

- 1 ○ 1e – “All promissory notes, contracts and agreements between ILS and any
- 2 of [Lawler], Big Sky EC and **Big Sky Kazakhstan**”.
- 3 ○ 1f – “All Communications between ILS and any of [Lawler], Big Sky EC
- 4 and **Big Sky Kazakhstan**”.
- 5 ○ 2a – “payments and advances Vannin directly or indirectly made to
- 6 [Lawler], Big Sky EC, **Big Sky Kazakhstan**”.
- 7 ○ 2b – “all payments and advances Vannin directly or indirectly made to any
- 8 third parties such as vendors and consultants on behalf of [Lawler], Big Sky
- 9 EC and **Big Sky Kazakhstan**”.
- 10 ○ 2c – “all Communications between Vannin and any of [Lawler], Big Sky
- 11 EC and **Big Sky Kazakhstan**”.
- 12 ○ 4a – “payments and advances Ingalls directly or indirectly made to ...
- 13 [Lawler], Big Sky EC, **Big Sky Kazakhstan**”.
- 14 ○ 4b – “all payments and advances Ingalls directly or indirectly made to any
- 15 third-parties such as vendors and consultants on behalf of [Lawler], Big Sky
- 16 EC and **Big Sky Kazakhstan**”.
- 17 ○ 4c – all payments made to Ingalls ... by [Lawler], Big Sky EC, **Big Sky**
- 18 **Kazakhstan**”.
- 19 ○ 4d – “all payments made to Ingalls ... by any person or entity acting on
- 20 behalf of [Lawler], Big Sky EC and **Big Sky Kazakhstan**”.
- 21 ○ 4e – “all promissory notes, contracts and agreements between Ingalls and
- 22 any of [Lawler], Big Sky EC and **Big Sky Kazakhstan**”.
- 23 ○ 4f – “all Communications between Ingalls and any of [Lawler], Big Sky EC
- 24 and **Big Sky Kazakhstan**”.
- 25 ○ 4h – “the assumption of control, direct or indirect, by Ingalls over Big Sky
- 26 EC and/or **Big Sky Kazakhstan**”.
- 27
- 28

- 1 ○ 4i – “any instructions from Ingalls to Lawler regarding actions Lawler was
- 2 to take in the capacity as a director of Big Sky EC and/or **Big Sky**
- 3 **Kazakhstan**”.
- 4 ○ 12 – “all Communications **from Danforth to any person or entity**
- 5 regarding Big Sky EC”.
- 6 ○ 14. “Please produce **all corporate records of Big Sky Kazakhstan**
- 7 including, without limitation, its:
 - 8 ▪ a. Articles of incorporation or organization;
 - 9 ▪ b. Bylaws and/or operating agreements;
 - 10 ▪ c. Minutes;
 - 11 ▪ d. Resolutions;
 - 12 ▪ e. Unanimous consents;
 - 13 ▪ f. Shareholder ledgers;
 - 14 ▪ g. Documents regarding the election of officers and directors; and
 - 15 ▪ h. Its other records.”
- 16 ○ 15. “Please produce all Communications between **Big Sky Kazakhstan**
- 17 **and Lawler**”.
- 18 ○ 16. “Please produce all Communications **between Big Sky Kazakhstan**
- 19 **and any person or entity regarding Lawler**”.
- 20 ○ 17. “Please produce all Communications **between Big Sky Kazakhstan**
- 21 **and any person or entity regarding Big Sky Kazakhstan**”.
- 22 ○ 18. “Please produce all Communications **between Big Sky Kazakhstan**
- 23 **and Danforth**”.
- 24 ○ 19. “Please produce all Communications between **Big Sky Kazakhstan**
- 25 **and any person or entity regarding Danforth**”.
- 26 ○ 20. “Please produce all Communications **between Danforth and any**
- 27 **person or entity regarding Big Sky Kazakhstan**”.
- 28

- 1 ○ 21. “For each and every Account held by or for the benefit of **Big Sky**
2 **Kazakhstan**, please produce:
- 3 ▪ a. information to identify the obligee and obligor on the account;
 - 4 ▪ b. the agreement from which the account arose and other account-
5 related agreement;
 - 6 ▪ c. all account-related correspondence;
 - 7 ▪ d. all statements, whether issued weekly, monthly, quarterly or
8 annually; and
 - 9 ▪ e. all account statement reconciliations prepared by You, Big Sky
10 EC, Big Sky Kazakhstan, or any of their consultants, professionals,
11 representatives, book-keepers and accountants.”

12 The above sample of requests related to Non-Debtor Big Sky Kazakhstan and other
13 Non-Debtor Entities – by no means exhaustive – is improper and egregious. Moreover,
14 the Subpoenas themselves seek nearly 10 (ten) years’ worth of documents, seeking
15 documents from January 1, 2015. Under no scenario could such a broad range of
16 documents have anything to do with legitimate attempts to collect a debt from Big Sky
17 Nevada, nor with anything to do with the current financial condition of Big Sky Nevada.
18 Rather, these are merely attempts by ROK to attack and harass the Non-Debtor Entities,
19 including Lawler and Big Sky Kazakhstan, in violation of federal and [Nevada] [Arizona?]
20 law. Accordingly, the Subpoenas must be quashed and/or limited to the extent they seek
21 information from other individuals or entities, including the Non-Debtor Entities.

22 Moreover, as noted above, it is undisputed that Lawler serves as the attorney for
23 Big Sky Nevada, and thus any communications between Lawler (in his capacity as an
24 attorney) and Big Sky Nevada are privileged and confidential. ROK does not dispute that
25 such communications are protected by the attorney/client privilege. Thus, the Subpoenas
26 must be modified and/or quashed to the extent they seek this information as well. *See*
27 *Compaq Computer Corp. v. Packard Bell Elec.*, 163 F.R.D. 329, 335-36 (N.D.Cal 1995).
28

1 Here the documents requested in the Subpoenas are completely improper outside
2 of those directly related to Big Sky Nevada's (not Big Sky Kazakhstan which is an
3 unrelated entity) inability to pay a judgment. The Subpoenas should be quashed or
4 modified to the extent they seek any information outside that limited basis. Accordingly,
5 even if the Subpoenas did not seek privileged information, which they do, those
6 Subpoenas should be quashed due to the fact that they are facially overbroad and unduly
7 burdensome.

8 **5. Certification**

9 Nevada counsel for Big Sky Nevada certifies that on June 27, 2024, at 11:00 am,
10 he had a telephone call with counsel for ROK which lasted approximately 30 minutes in
11 an effort to resolve the above dispute. *See* Declaration of Brenoch Wirthlin, Exhibit 5
12 hereto. Counsel discussed the fact that Big Sky Nevada lacks any assets to pay a judgment
13 and the possibility of a potential resolution whereby Big Sky Nevada would produce the
14 documents demonstrating that fact but not any privileged or irrelevant documents. *Id.*
15 Counsel for ROK stated that he would discuss the proposal with his client, but
16 subsequently informed undersigned counsel that no agreement could be reached. *Id.*
17 Thus, undersigned counsel certifies that despite a sincere effort to resolve or narrow the
18 dispute during the meet-and-confer conference, the parties were unable to resolve or
19 narrow the dispute without court intervention. *Id.* Accordingly, Movants have complied
20 with the requirements to attempt to meet and confer to try to resolve the instant matter
21 before filing the instant motion. *Id.* In addition, pursuant to applicable local rules, a copy
22 of a proposed order granting this motion is attached hereto as Exhibit 6.

23 **6. Conclusion**

24 For all these reasons, Movants respectfully request an order to quash or, at the very
25 least, modify the Subpoenas at issue, and grant such other and further relief as the Court
26 deems necessary.

27 DATED this 6th day of September, 2024.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PIERSON FERDINAND LLP

/s/ Alejandro Pérez
Alejandro Pérez
Attorneys for Movants

CERTIFICATE OF SERVICE

I hereby certify that on the date below, I electronically transmitted the foregoing **OBJECTION TO SUBPOENAS AND MOTION TO QUASH OR MODIFY SUBPOENAS** to the Clerk’s Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to all counsel in this matter; all counsel being registered to receive Electronic Filing.

Dated this 9/4/2024

/s/ Alejandro Pérez

Alejandro Pérez