Docket #0822 Date Filed: 05/15/2026

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
Caption in Compliance with D.N.J. LBR 9004-1

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-and-

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Richard J. Corbi (*pro hac vice*)
rcorbi@corbilaw.com
Co-Counsel Counsel for RLA Consulting LLC, in its capacity as Creditor Recovery Trustee

In re:	Case No.: 25-15343
CBRM REALTY, INC., *et al*.,	Hon. Michael B. Kaplan
Debtors.[1]	Chapter 11

NOTICE OF MOTION FOR ENTRY OF AN ORDER TO COMPEL GODADDY.COM, LLC TO COMPLY WITH RULE 2004 SUBPOENA

PLEASE TAKE NOTICE that on **June 18, 2026 at 10:00 a.m**., or as soon thereafter as counsel may be heard, RLA Consulting, LLC, the creditor recovery trustee (the "**Trustee**") for

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (9071), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), RH New Orleans Holdings MM LLC (1951), and Laguna Reserve Apts Investor LLC (N/A). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

25153432605150000000000002

the Creditor Recovery Trust for *In Re CBRM Realty Inc.* and *In re Crown Capital Holdings, LLC*, shall move before the Honorable Michael B. Kaplan, United States Bankruptcy Judge, at the United States Bankruptcy Court, Clarkson S. Fisher United States Courthouse, 402 E. State Street, Trenton, New Jersey, for entry of an order, pursuant to section 105 of the United States Code, 11 U.S.C. §§ 101, *et seq*. (the "**Bankruptcy Code**"), rules 2004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and local rule 2004-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the "**Local Rules**"), compelling GoDaddy.Com, LLC ("**GoDaddy**") to comply with the subpoenas and any other applicable law, and for such other and further relief as is just, proper, and equitable (the "**Motion**").

PLEASE TAKE FURTHER NOTICE that in support of the Trustee's motion, the undersigned shall rely upon the Application in support of the Motion and the proposed form of Order filed herewith. The nature of the relief requested does not require that briefs be submitted as required pursuant to D.N.J. LBR 9013-1.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall: (i) be in writing; (ii) state with particularity the basis of the objection; and (iii) be filed with the Clerk of the United States Bankruptcy Court electronically by attorneys who regularly practice before the Bankruptcy Court in accordance with the General Order Regarding Electronic Means for Filing, Signing, and Verification of Documents dated March 27, 2002 (the "**General Order**") and the Commentary Supplementing Administrative Procedures dated as of March 2004 (the "**Supplemental Commentary**") (the General Order, the Supplemental Commentary, and the User's Manual for the Electronic Case Filing System can be found at www.njb.uscourts.gov, the official website for the Bankruptcy Court) and, by all other

parties-in-interest, on CD-ROM in Portable Document Format (PDF), and shall be served in accordance with the General Order, the Supplemental Commentary, and D.N.J. LBR 9013-2, as amended August 1, 2015, so as to be received no later than seven (7) days before the return date of the Motion.

PLEASE TAKE FURTHER NOTICE that unless an objection is timely filed and served, the Motion shall be deemed uncontested in accordance with D.N.J. LBR 9013-3(d) and the relief may be granted without a hearing.

Dated: May 15, 2026

GENOVA BURNS LLC

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Co-Counsel for RLA Consulting LLC, in its capacity as Trustee of the Creditor Recovery Trust for In Re CBRM Realty Inc. and In re Crown Capital Holdings, LLC

UNITED STATES BANKRUPTCY COURT **DISTRICT OF NEW JERSEY** Caption in Compliance with D.N.J. LBR 9004-1	
GENOVA BURNS LLC 110 Allen Road, Suite 304 Basking Ridge, NJ 07920 Phone: (973) 467-2700 **DANIEL M. STOLZ, ESQ.** **JACLYNN N. McDONNELL, ESQ.** *dstolz@genovaburns.com* *jmcdonnell@genovaburns.com* *Co-Counsel for RLA Consulting LLC, in its capacity Creditor Recovery Trustee* -and- **The Law Offices of Richard J. Corbi PLLC** 104 West 40th St., 4th Floor New York, NY 10018 (646) 571-2033 Richard J. Corbi (*pro hac vice*) *rcorbi@corbilaw.com* *Co-Counsel for RLA Consulting LLC, in its capacity as Creditor Recovery Trustee*	
In re: CBRM REALTY, INC., *et al*., Debtors.[1]	Case No.: 25-15343 Hon. Michael B. Kaplan Chapter 11

RLA CONSULTING LLC'S APPLICATION FOR ENTRY OF AN ORDER COMPELLING COMPLIANCE WITH RULE 2004 SUBPOENA

TO: THE HONORABLE MICHAEL B. KAPLAN,
UNITED STATES BANKRUPTCY JUDGE:

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (9071), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), RH New Orleans Holdings MM LLC (1951), and Laguna Reserve Apts Investor LLC (N/A). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

RLA Consulting, LLC, in its capacity as Creditor Recovery Trustee (the "**Trustee**" or "**Creditor Recovery Trustee**") for the Creditor Recovery Trust established in *In re CBRM Realty Inc.* and *In re Crown Capital Holdings, LLC*, respectfully submits this application (the "**Application**") in support of its motion (the "**Motion**") for entry of an order, pursuant to section 105 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2004 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Local Bankruptcy Rule 2004-1, compelling GoDaddy.Com, LLC ("**GoDaddy**") to fully comply with and produce all documents responsive to a subpoena issued pursuant to Federal Rule of Bankruptcy Procedure 2004. In support of this Application, the Trustee respectfully states as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

2. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

3. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory predicates for the relief requested herein are section 105 of title 11 of the United States Code, Rules 2004 and 9014 of the Federal Rules of Bankruptcy Procedure, and Local Bankruptcy Rule 2004-1.

BACKGROUND

5. On May 19, 2025 (the "**Petition Date**"), CBRM Realty Inc. and Crown Capital Holdings, LLC, together with certain of their affiliated debtors (collectively, the "**Debtors**"), commenced these chapter 11 cases (the **"Chapter 11 Cases**") by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of New Jersey (the "**Court**"). [Doc. No. 1].

6. On September 5, 2025, the Court entered an order confirming the *Amended Joint Chapter 11 Plan of CBRM Realty Inc. and Certain of Its Debtor Affiliates (With Technical Modifications)* [Doc. No. 500] (together with all exhibits and supplements thereto and as may be amended, supplemented, or modified, the "**CBRM Plan**") as to CBRM Realty Inc., Kelly Hamilton Apts MM LLC, and Kelly Hamilton Apts LLC (the "**CBRM Plan Confirmation Order**"). [Doc. No. 522].

7. The CBRM Plan became effective on November 12, 2025 (the "**CBRM Effective Date**").

8. On October 23, 2025, the Court entered an order confirming the *Further Modified Joint Chapter 11 Plan of Crown Capital Holdings LLC and Certain of Its Debtor Affiliates* [Doc. No. 622] (together with all exhibits and supplements thereto and as may be amended, supplemented, or modified, the "**Crown Capital Plan**", together with CBRM Plan, the "**Plans**") as to Crown Capital Holdings LLC, RH New Orleans Holdings LLC, RH New Orleans Holdings MM LLC, Laguna Reserve Apts Investor LLC, RH Chenault Creek LLC, RH Copper Creek LLC, RH Lakewind East LLC, and RH Windrun LLC (the "**Crown Capital Confirmation Order**"). [Doc. No. 653].

9. The Crown Capital Plan became effective on January 9, 2026 (the "**Crown Capital Effective Date**").

10. Pursuant to the confirmed Plans, the Creditor Recovery Trust was established as of the Effective Dates, and RLA Consulting, LLC, through Daniel B. Kamensky, was appointed as Creditor Recovery Trustee. The Trustee's appointment is effectuated pursuant to the Plans and implemented through the Creditor Recovery Trust Agreement (the "**Trust Agreement**"), which vests the Trustee with authority to administer the Trust Assets (as defined in the Trust

Agreement) and to investigate and pursue claims and causes of action for the benefit of creditors.

11. Since his appointment, the Trustee has undertaken an investigation into the Debtors' financial affairs and potential causes of action belonging to the Creditor Recovery Trust. In connection therewith, the Trustee has issued demand letters to the Debtors' former accounting firms, and former employees and has issued subpoenas pursuant to Federal Rule of Bankruptcy Procedure 2004 to various financial institutions. To date, the Trustee has received more than 60,000 pages of documents, with additional productions being made on a rolling basis.

12. On December 19, 2025, the Trustee served a subpoena on GoDaddy pursuant to Federal Rule of Bankruptcy Procedure 2004 (the "**GoDaddy Subpoena**"), with a return date of January 2, 2026. A true copy of the GoDaddy Subpoena and proof of service is attached hereto as **Exhibit A**.

13. The Trustee has attempted to obtain compliance without Court intervention; however, GoDaddy has failed and/or refused to respond to the GoDaddy Subpoena. Accordingly, the Trustee has been forced to file this Motion to compel compliance.

RELIEF REQUESTED

14. Based on the circumstances described above and the authorities set forth below, the Trustee respectfully requests that this Court enter an Order compelling GoDaddy to comply with the GoDaddy Subpoena and produce all documents responsive thereto within a time certain.

BASIS FOR RELIEF

15. D.N.J. LBR 2004-1 governs subpoenas served pursuant to Federal Rule of Bankruptcy Procedure 2004 and provides, in pertinent part:

> (b) An attorney for a party in interest seeking to compel an examination or production of documents or electronically stored information under Bankruptcy Rule 2004 may serve National Director's Form 2540 Subpoena for Rule 2004 Examination; a motion is not required.
>
> * * * * *
>
> (e) If the examinee fails to comply with a subpoena issued under subdivision (b) and fails to file a motion under subdivision (d), the party issuing the subpoena may file a motion for an order directing an examination or document production under Bankruptcy Rule 2004.

See D.N.J. LBR 2004-1.

16. GoDaddy was properly served with the GoDaddy Subpoena but failed to respond or produce documents. Accordingly, pursuant to D.N.J. LBR 2004-1(e), the Trustee is authorized to seek an Order compelling compliance with the GoDaddy Subpoena.

17. GoDaddy has not objected to the GoDaddy Subpoena, moved to quash, or otherwise sought relief from this Court.

18. The Confirmation Orders and the Plans provide that this Court retains exclusive jurisdiction over all matters arising out of and related to the Chapter 11 Cases and the Plans, including matters relating to the implementation and enforcement of the Plans and the Creditor Recovery Trust.[2]

19. The relief requested herein is also appropriate pursuant to section 105(a) of the Bankruptcy Code, which grants this Court the authority to issue any order necessary or appropriate to carry out the provisions of the Bankruptcy Code and to enforce its prior orders.

[2] *See* CBRM Confirmation Order, ¶ 127 and CBRM Plan, Art. XI.14; Crown Capital Confirmation Order, ¶ 126 and Crown Capital Plan, Art. XI.14.

20. In furtherance of his duties, the Trustee is investigating the Debtors' financial affairs and potential causes of action belonging to the Creditor Recovery Trust, including, but not limited to, potential avoidance actions and other claims. The documents sought from GoDaddy are directly relevant and critical to this investigation and the administration of the Creditor Recovery Trust. Rule 2004 examinations are appropriately used to investigate potential causes of action and the debtor's financial affairs. *See In re Mattera,* Case No. 05-39171, 2007 Bankr. LEXIS 5008, at *9, *12 (Bankr. D.N.J. June 13, 2007).

21. For the foregoing reasons, cause exists for entry of an Order compelling GoDaddy to comply with the GoDaddy Subpoena and produce all responsive documents within a time certain.

NOTICE

22. Notice of the Motion has been provided to: (i) the Office of the United States Trustee for the District of New Jersey; (ii) counsel for the Debtors; (iii) the Debtors; (iv) GoDaddy.Com, LLC; and (v) all parties who have timely requested notice in these Chapter 11 Cases. In light of the nature of the relief requested herein, the Trustee respectfully submits that no other or further notice is required.

NO PRIOR REQUEST

23. No previous motion for the relief sought herein has been made to this Court or any other court.

WAIVER OF BRIEF

24. As no novel issues of law are raised and the relevant authorities relied upon by the Trustee are set forth herein, the Trustee respectfully requests that the requirement of D.N.J. LBR 9013-1 to file a separate brief be waived.

CONCLUSION

WHEREFORE, the Trustee respectfully requests that this Court enter an Order (i) compelling GoDaddy.Com, LLC to comply with the subpoena issued pursuant to Federal Rule of Bankruptcy Procedure 2004 and produce all responsive documents within ten (10) days of entry of the Order; and (ii) granting such other relief as this Court deems just, proper and equitable.

Dated: May 15, 2026

GENOVA BURNS LLC

/s/ Jaclynn N. McDonnell
Jaclynn N. McDonnell
Daniel M. Stolz
110 Allen Road, Suite 304
Basking Ridge, NJ 07920
Phone: (973) 467-2700
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-and-

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Co-Counsel for RLA Consulting LLC, in its capacity as Trustee of the Creditor Recovery Trust for In Re CBRM Realty Inc. and In re Crown Capital Holdings, LLC

Exhibit A



The Law Offices of Richard J. Corbi PLLC

104 West 40th St., 4th Floor

New York, NY 10036

May 15, 20265

Via Certified Mail, Return Receipt Requested
And First Class Mail

GoDaddy.com, LLC
Compliance Department
100 S. Mill Ave., Suite 1600
Tempe, AZ 85281

Re: ***In re CBRM Realty Inc.*, Case No. 25-15343 (MBK)**
Fed R. Bankr. P. 2004 Subpoena

Dear Sir/Madam:

This firm represents Daniel Kamensky of RLA Consulting, LLC, in his capacity as Trustee of the CBRM Creditor Recovery Trust (the "Trustee"), established under the confirmed Chapter 11 Plan of CBRM Realty, Inc. *et. al.*, the chapter 11 debtors (collectively, the "Debtors").

By way of brief history, on May 19, 2025, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code.[1] On October 23, 2025, the Bankruptcy Court entered the order confirming the Debtors' Modified Joint Chapter 11 Plan and authorizing all relief required for its implementation (the "Confirmation Order").[2] Under the confirmed Plan, the Creditor Recovery Trust was established as of the Effective Date, and RLA Consulting LLC, through Daniel Kamensky, was appointed as Trustee. The Trustee's appointment is effectuated by the Plan and implemented through the Creditor Recovery Trust Agreement (the "Trust Agreement"),[3] which vests the Trustee with full authority to administer the Trust Assets and pursue all associated rights and claims for the benefit of creditors.

Pursuant to the Plan, the Confirmation Order and the Trust Agreement, the Trustee is vested with exclusive authority to administer the Trust Assets and to obtain, collect, and compel turnover of all estate books, records, and electronically stored information, and to investigate and pursue all rights, claims, and causes of action for the benefit of creditors.

The Trustee's authority to obtain such information is further supported by sections 105, 541, and 542 of the Bankruptcy Code, as well as Rule 2004 of the Federal Rules of Bankruptcy

[1] ECF No. 1.
[2] *Confirmation Order*, ECF No. 653.
[3] *Creditor Recovery Trust Agreement*, ECF No. 502-2; *Second Notice of Filing Plan Supplement*, *id*., ECF No. 502.

Procedure. Property of the estate includes all legal and equitable interests of the Debtors in property as of the petition date, including books, records, and information relating to the Debtors' financial affairs.[4]

Based upon information and belief, the Debtors maintain or maintained one or more accounts with you, including, but not limited to, the account(s) identified in the enclosed Rule 2004 subpoena. Based upon further information and belief, the Debtors' federal Employer Identification Number is **26-3782420**.

Accordingly, enclosed please find a subpoena issued pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the "2004 Subpoena"), which requires the production of certain documents and information relating to the Debtors' account(s). The specific categories of documents and information requested are set forth in **Exhibit A** attached to the 2004 Subpoena.

Please note that the 2004 Subpoena is returnable on **January 2, 2026**, at **11:00am (EST)**, and that all responsive documents and information should be produced to the Trustee's accountants at:

HBM Management Associates, LLC
Attn: Harry Malinowski
6 Elmwood Lane
Syosset, NY 11791

If you have any questions regarding this correspondence, you may contact me directly at (646) 571-2033 or by e-mail at *rcorbi@corbilaw.com*.

The Trustee reserves all rights and remedies. Please be guided accordingly.

Very truly yours,

THE LAW OFFICES RICHARD J. CORBI PLLC
Counsel to CBRM Creditor Recovery Trustee

/s/ Richard J. Corbi
Richard J. Corbi, Esq.

[4] *See United States v. Whiting Pools, Inc*., 462 U.S. 198, 203–04 (1983) (holding that § 541(a) is broad in scope and includes property necessary for the administration of the estate and reorganization).

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEWJERSEY

In re:

CBRM Realty Inc.,

Debtor.

SUBPOENA IN A CASE UNDER THE BANKRUPTCY CODE PURSUANT TO FED. R. BANKR. P. 2004 AND D.N.J. LBR 2004-1

To: GoDaddy.com, LLC
Compliance Department
100 S. Mill Ave., Suite 1600
Tempe, AZ 85281

25-15343 (MBK)

Chapter 11

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

PLACE	COURTROOM
	DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case. This deposition will be recorded by sound-and-visual and stenographic means.

PLACE	DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

PLACE	DATE AND TIME
HBM Management Associates, LLC Attn: Harry Malinowski 6 Elmwood Lane Syosset, NY 11791	December 31, 2025 at 11:00am

Any subpoenaed organization not a party to this proceeding shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify, Fed.R.Civ.P. 30(b)(6) made applicable to this proceeding by Rule 7030, Fed.R.Bankr.P. See Rules 1018 and 9014, Fed.R.Bankr.P.

ISSUING OFFICER SIGNATURE AND TITLE	DATED: December 16, 2025
/s/ Richard J. Corbi	

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Richard J. Corbi, Esq.
The Law Offices of Richard J. Corbi PLLC
104 West 40th St., 4th Floor | New York, NY | 10018
Tel. 646-571-2033

Counsel for RLA Consulting LLC, Creditor Recovery Trustee of the CBRM Realty, Inc. Creditor Recovery Trust

PROOF OF SERVICE

	DATE	PLACE
SERVED	[●]	[●]

SERVED ON (PRINT NAME)	MANNER OF SERVICE
[●]	*Regular Mail and Certified Mail*
SERVED BY (PRINT NAME)	TITLE

DECLARATION OF SERVER

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

Executed on: [●]

/s/

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Fed.R.Civ.P., Parts (c), (d) and (e), as amended on December 1, 2006, made applicable in cases under the Bankruptcy Code by Rule 9016, Federal Rules of Bankruptcy Procedure:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

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

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

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

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

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

(d) DUTIES IN RESPONDING TO SUBPOENA.

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

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena 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 to quash, the person from whom discovery is sought must show that the information sought 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)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that 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 and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT. Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a non-party to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

DOCUMENTS TO BE PRODUCED BY GODADDY.COM, LLC

I. DEFINITIONS

A. As used herein, the term "**BANKRUPTCY COURT**" means the United States Bankruptcy Court for the District Of New Jersey, where the Debtors' Chapter 11 Case, Case No. 25-15343 (MBK), is pending.

B. **"Debtor"** shall mean **CBRM REALTY INC.** and its affiliated debtor in the Bankruptcy Court.

C. **"Principal"** means any other person who is or was a Principal, officer, managing member, or control person of the Debtor under applicable law or as reflected in the Debtors' organizational records.

D. **"You"** or **"GoDaddy"** means GoDaddy.com, LLC, together with its respective successors, officers, directors, employees, contractors, consultants, representatives, attorneys, agents, service providers, and all other persons acting or purporting to act on its behalf.

E. **"Communication"** means any transmission, exchange, or attempted transmission of information—person-to-person, system-to-person, or system-to-system—regardless of medium, format, protocol, platform, device, or storage location, whether live, recorded, archived, cached, or deleted but recoverable; including without limitation emails (webmail or client-based), drafts, attachments and inline/embedded content; calendar items (invitations, updates, cancellations, ICS/VCALENDAR objects) and meeting requests; chat, messaging, and collaboration content (channels, threads, comments, reactions, edits, deletions, recalls, link previews); SMS/MMS, push or in-app notifications; customer-support tickets, chats, and portal messages; API or webhook requests/responses (and payloads); voice/video communications

(calls, IVR, voicemails, recordings, screen-shares, transcripts); system notices/alerts; and any journaling, backup, snapshot, archive, or e-discovery copy thereof—together with all associated metadata, including sender/author and recipient identifiers (addresses, handles, user IDs, aliases, CC/BCC), timestamps (with time zone), routing/delivery data (message/queue IDs, SMTP/HTTP logs, path, relay/host, ASN), network/device data (IP addresses, user-agents, device IDs, and geolocation where recorded), authentication/integrity data (SPF/DKIM/DMARC/auth-results, hashes, checksums, signatures), status/telemetry (delivery/bounce codes, read/open receipts, failure reasons), threading/channel identifiers, version/revision histories, permissions/sharing and custodianship mappings, retention/hold/soft-delete/purge states, and any system notifications relating to creation, access, modification, forwarding, export, deletion, restoration, or retention of the communication.

F. The term "**document**", "**documents**" or "**documentation**" means the original or a copy of any tangible thing from or on which Information can be stored, recorded, processed, transmitted, inscribed, or memorialized in any way by any means, regardless of technology or form and including, but not being limited to: accounting books or records; accounts; account statements; affidavits; agendas; agreements; analyses; applications; appointment books; appraisals; audio tapes; balance sheets; bordereaux; books; books or records of account; brochures; cables; calendars; catalogues; CD-ROMs; certificates; charts; circulars; compact discs; computer printouts; contracts; correspondence; data processing input and output; deeds; deposition transcripts; desk calendars; diaries; digital images; drafts; DVDs; DVD-ROMs; electrical recordings; electronically stored Information, e-mail Communications; evaluations; Excel spreadsheets; experiments; faxes; facsimiles; films; financial statements; floppy disks; guides;

guidelines; hard copies of electronic, electrical, magnetic or any other Communications not made on paper; hard disk drives; hearing transcripts; income statements; instant messages; interoffice Communications; journals; ledgers; letters; lists; logs; magazines; magazine articles; magnetic recordings, magnetic tapes; manuals; memoranda; microfilms; minutes; newspapers, newspaper articles; notations, notebooks; notes; objects; opinions; papers; photographs; policies; powerpoint presentations; procedures; profit and loss statements, prospectuses; receipts; recordings; releases; reports; schedules; signature cards; sound recordings; spreadsheets; statements; statements of cash flow; statistical records; stock certificates; summaries of accounts; summaries; tables; tabulations; tangible things; telecommunications; telegrams; telefaxes; telex messages; tests; text messages; titles; transcripts; videos; videotapes; websites; work papers; and any other writings, be they typewritten, handwritten, printed, stored in or on any form of electronic or magnetic media, or otherwise, and other records, recordings or pictures of any kind or description. Each copy of a document that contains any separate notations or writings thereon shall be deemed to be a separate document for purposes of these requests. Any document identified will include any document, in draft or final form, either sent or received by You. This term also includes any documents now or ever in Your possession, custody, or control or available to You, Your attorneys, accountants, agents, representatives, employees, or associates. It specifically includes documents kept by individuals in their desks, at home, or elsewhere. "**Documents**" shall also mean all electronic data storage documents or electronically stored information (ESI), including, but not limited to, emails and any related attachments, electronic files, or other data compilations that relate to the categories of documents as requested below. Your search for these electronically stored documents shall include all of Your computer hard drives,

floppy discs, compact discs, backup and archival tapes, removable media such as zip drives, password-protected and encrypted files, databases, electronic calendars, personal digital assistants, proprietary software, and inactive or unused computer disc storage areas.

G. When referring to a person, "**to identify**" means to give, to the extent known, the person's full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment. Once a person has been identified in accordance with this subparagraph, only the name of that person need be listed in response to subsequent discovery requesting the identification of that person. When referring to documents, "**to identify**" means to give, to the extent known, the (i) type of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s) and recipient(s). In the alternative, You may satisfy any "identify" requirement by producing documents that on their face provide the identification information requested.

H. If applicable, when referring to a communication other than a document, the term "**identify**" shall mean to describe the Communication in such a manner that all the following information is provided: (1) whether the Communication took place in person, by telephone, via email, or otherwise; (2) if by telephone, the identity of the person originating the call, the identity of the person receiving the call, the identity of all other persons participating in the Communication, and the location of each of those persons at the time of the Communication; and the identity of all other persons present within hearing of any party to the Communication; (3) if by email, the identity, including name and email address, of the person originating the email; the identity or identities, including name and email address, of all recipients; both intended and unintended, and including persons to whom blind copies were sent, of the email Communication; the date and time of the Communication; all replies to and forwards of the original Communication;

the subject of the email Communication; and the identity and physical location of the computer, network, or server from which the email was sent; (4) in person, the identity of all persons present during the Communication and the location of the Communication; (5) the date and time of the Communication; (6) produce any existing recordings, transcripts, contemporaneous notes, or tickets that on their face reflect the substance of the Communication; and (7) the identity of the custodian of any document that recorded, summarized, or concerned the Communication.

I. **"Relevant Period"** shall mean the period from **2021 to the present**.

J. The term "**person**" shall mean any natural person, firm, partnership, joint venture, corporation, company, or group of natural persons or such entities.

K. The term "**concerning**", "**concern**," or any other derivative thereof, as used herein shall be construed as referring to, responding to, relating to (as defined herein), pertaining to, connected with, comprising, memorializing, commenting on, regarding, discussing, showing, describing, reflecting, analyzing or constituting.

L. The terms "**all**," "**any**," and "**each**" must each be construed as encompassing any and all. The connectives "**and**" and "**or**" must be construed either disjunctively or counctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

M. "**Affiliate**" has the meaning set forth in 11 U.S.C. § 101(2).

N. The use of the singular form of any word includes the plural and vice versa. "**Include**" and "**including**" are not limiting.

O. **"Domain"** means any domain registered to, owned by, controlled by, or used by the Debtor or either Principal (including without limitation **[●]**, all subdomains, successor or transferred

domains, parked or privacy/proxy-masked domains, and historical domains), regardless of current status (including, active, inactive, suspended, disabled, deleted but recoverable, archived, or on hold).

P. "Email Accounts" means any and all electronic-mail accounts, mailboxes, and related messaging or collaboration services that are or have been provisioned, hosted, routed, administered, licensed, or supported by You for, in the name of, or used by or on behalf of the Debtor or either Principal, covering any Domain, and encompassing individual mailboxes; role-based/functional addresses; aliases; shared/delegated mailboxes; distribution lists and members; groups/teams addresses; resource mailboxes; service/application accounts; catch-all and forwarding addresses (including domain-level forwarding); journaling, archive, backup, snapshot, and e-discovery/hold repositories; recoverable items/"dumpster" stores; and any mailbox or message store accessible through or integrated with [•] Microsoft 365/Exchange Online provisioned via GoDaddy's reseller/control-plane—together with all configurations enabling access (POP/IMAP/SMTP/MAPI/EWS/Graph/API), all client/device enrollments and delegated-access settings, and any successor mailbox or account to which messages, aliases, or data were migrated or forwarded; including, without limitation, the following mailboxes (and any associated aliases):

[•]

II. INSTRUCTIONS

A. Delivery.

- Primary: Secure electronic transfer. Use [secure upload link to be provided upon request] to deliver productions. Upon notice from GoDaddy, the Trustee will supply a secure upload link.
- Alternatives: (i) Encrypted physical media (SSD) (i.e. USB drive) shipped to The Law Offices of Richard J. Corbi PLLC, 104 West 40th St., 4th Fl., New York, NY 10018, Attn: Richard J. Corbi; or (ii) encrypted cloud link hosted by GoDaddy.
- Transmittal listing: Include a brief cover sheet listing volume names, file counts/sizes, and hash values.
- Time zone: All timestamps should include time zone/offset; if normalization was applied by the platform export, provide the platform's export receipt or field dictionary showing the normalization.

B. Production format. All responsive electronically stored information (ESI) shall be produced in its original, native format (e.g., .PST/.OST/.EML with full RFC-5322 headers for email; original file types for documents, images, audio/video, databases, and exports) with all metadata intact and unaltered, including—but not limited to—system, file, and message metadata (created/modified/accessed timestamps with time zone; authors/recipients/CC/BCC; message-IDs and internet headers; file paths; original filenames; hash values; size; permissions/ACLs; custodians; and parent-child (family) relationships). For any items not reasonably producible in native, produce forensic-quality exact copies or platform-level exports together with a usable load set, extracted text/OCR, and cryptographic hash values for integrity verification (if any). To the extent possible, email, containerized, or aggregated data (e.g., mailboxes, chat exports, databases, backups, snapshots) shall be produced as full logical containers preserving threading, ordering, and family integrity. Deduplication (if used) must

be global and documented, and no metadata may be altered, normalized, or overwritten; any processing performed (time-zone normalization, de-NISTing, system filtering) must be disclosed in writing and may not remove potentially responsive data. Redactions, if any, must be narrowly tailored, applied to native-rendered images with text layers, and identified at the field level in the load file; non-redacted metadata must remain intact except where its disclosure would itself reveal privileged content, in which case that field may be withheld and identified on the privilege log. **Rolling productions are permitted**; Bates/unique IDs must be consistent across all waves.

C. **Preservation and anti-spoliation**. From the time of service and continuing through final compliance, no responsive Document or ESI (including backups, snapshots, archives, recoverable-items/"dumpster" stores, logs, databases, system telemetry, and container files) shall be destroyed, altered, concealed, overwritten, or allowed to be lost to routine or automated processes. You shall immediately suspend any auto-delete, rotation, or purge policies (including mailbox, chat, log, DNS/registrar logs, web hosting logs, ticketing/CRM, and backup retention) that could impact potentially responsive data; preserve all sources and custodians, including inactive, disabled, or deleted accounts to the extent data remains recoverable; and maintain chain-of-custody for all preserved and produced materials. If any responsive material has been lost, destroyed, or is no longer recoverable, You shall promptly provide written notice identifying the item(s), data source(s), custodians, relevant date ranges, the circumstances and date(s) of loss, applicable retention/purge settings, steps taken to prevent further loss, and any alternative sources from which substantively equivalent information can be obtained.

D. Privilege assertions and logging. If any responsive material is withheld, in whole or in part, under a claim of privilege or protection, You shall provide a privilege log compliant with Rule 7026. Where a document is produced in redacted form, the redaction basis must be stated on the face of the document or in the load file, and all non-privileged portions and metadata must be produced. No document may be withheld as "irrelevant" if it is otherwise responsive and non-privileged. Nothing herein waives any party's rights or applicable clawback provisions; however, assertions of privilege must be timely and sufficiently detailed to enable evaluation and challenge. GoDaddy shall produce non-privileged portions of partially privileged documents with targeted redactions; no document may be withheld in full if a segregable portion is non-privileged. Logs are due within 14 days of service per the subpoena.

E. Unavailability of documents. If a responsive Document once existed but is no longer in Your possession, custody, or control, produce documents sufficient to show the fact and circumstances of unavailability, including (as applicable) retention or purge policies, deletion/purge logs or job receipts, transfer records, and authorizations/approvals reflecting who, when, and what was affected. If no such documentation exists, produce any standard records that reflect the same information (e.g., ticketing/CRM entries, export/restore job histories).

F. ESI / Production Specifications

1. **Governing principles**. Produce responsive ESI in a reasonably usable form that preserves original content and material metadata. Format or tooling limitations shall not be a basis to refuse production. Where a preferred/primary format is not reasonably feasible, produce documents sufficient to show the export method used and any material deviations (e.g.,

platform export receipts/logs and field/format dictionaries). Production must be complete and non-selective notwithstanding any substitution.

2. **Email / [•].**

   a) **Preferred**: Per-mailbox PST (or EML + foldering in MBOX/ZIP) with full RFC-5322 headers (Message-ID, Received, DKIM, etc.), body, attachments, and folder paths. Include account/alias maps, distribution lists, forwarding/catch-all rules, journaling/archival settings, retention/hold flags, and mailbox sizes/quotas as of each relevant date.

   b) **Also produce (admin/reseller plane)**: Tenant/customer IDs, subscription/SKU assignments, mailbox provisioning and de-provisioning logs, eDiscovery/hold toggles, bulk actions, and any export job receipts initiated via GoDaddy control-plane.

   c) **Permissible alternatives (if native PST/EML not feasible)**: Microsoft 365 Content Search/Export packages; or platform exports in MSG/EML families; or header+MIME bundles with a concordance that maps file→mailbox→folder→date. If GoDaddy does not host message bodies, produce all headers/transaction logs, control-plane artifacts, enumerations of mailboxes/aliases/forwards, and produce documents sufficient to identify the Microsoft tenant(s) (e.g., admin export or screenshot showing Tenant ID and relevant subscriptions).

3. **Registrar / Domain / Whois (including Domains by Proxy) records**.

   a) **Preferred**: EPP command logs (XML or JSON) for each Domain (create/update/delete/transfer/info/renew), with serverTransID/clientTransID, requestor ID, and pre/post values; TAC/AuthInfo creation/reset logs; FOA confirmations; Change-of-Registrant (COR) events; Change-of-Account (COA/push)

history; WHOIS/RDAP change history and privacy/proxy (enable/disable) records; unmasked contact snapshots at each change; and proxy relay logs (dates, sender/recipient proxies, delivery status).

b) **Alternatives**: CSV/JSON exports from registrar back-office; PDF snapshots accompanied by CSV change logs.

4. **DNS (authoritative nameserver) data.**

a) **Preferred**: Zone file exports for each relevant date/time (or best available snapshots) and change logs/version history reflecting adds/edits/deletes across A/AAAA, MX, CNAME, TXT (SPF/DKIM/DMARC/MTA-STS/TLS-RPT), SRV, NS, DS, CAA with prior/new values, TTL, actor/interface, and timestamp. Include DNSSEC status and DS/key rollover events.

b) **Alternatives**: Nameserver change reports, per-record history CSVs, or API dump of current+historical RRsets.

5. **Web hosting / site platform / CDN/WAF (if provisioned through GoDaddy).**

a) **Preferred**: Raw web server access logs; error logs; WAF/CDN security events (rule IDs, action, request metadata); file manager/deployment logs (uploads/edits/deletes, checksums); FTP/SFTP/SSH auth logs; database admin/audit logs where available; malware/scan reports and remediation; scheduled task/cron history; and configuration change diffs.

b) **Alternatives**: Compressed daily/rolling log bundles; platform exports; or, if logs are not retained, configuration/state snapshots plus the log retention policy and earliest available logs.

6. **Tickets / customer support / CRM.**

a) **Preferred**: Full ticket histories (case IDs, open/close, subject, queues, owners, internal notes, attachments, customer comms, escalations), chat transcripts, and—where retained—call recordings or transcripts with call metadata (ANI/DNIS, agent IDs, start/end times).

b) **Alternatives**: Case PDF exports plus CSV/JSON of ticket metadata; where audio not retained, call detail records and agent notes.

7. **Abuse / compliance / AUP enforcement.**

a) **Preferred**: Abuse case files (spam/phishing/malware flags, reports, evidence artifacts, analyst notes, reason codes, enforcement actions, notices to customer, re-evaluation outcomes).

b) **Alternatives**: Consolidated CSV/JSON of case metadata with linked evidence bundles or hashes where content cannot be reproduced.

8. **Billing / payments.**

a) **Preferred**: Ledger exports showing payment instrument adds/updates/removals (token IDs, last-4/expiry only), billing contact/address changes, autorenew toggles, plan changes, cancellations, declines/chargebacks/refunds (codes), and actor/interface/IP.

b) **Alternatives**: Monthly statements plus event-level CSV where available.

9. **Delegated access / users & permissions / roles.**

a) **Preferred**: Delegate invitations/acceptances, role/scope grants and revocations, permission escalations/downgrades, cross-account shares, with actor/interface/IP, timestamp, and affected resources.

b) **Alternatives**: Users & Permissions export and audit excerpts sufficient to show the same changes.

10. Security posture & authentication.

a) **Preferred**: 2FA lifecycle (enable/disable, factor add/remove, backup codes issuance), trusted device/browser inventories with last-used, password reset & account recovery flows (initiation channel, verification outcomes), risk/anomaly events (impossible travel, concurrent session, session hijack indicators), session/token revocations, IP allow/deny lists, and geo/risk policy changes.

b) **Alternatives**: Security audit summaries plus underlying event exports available to GoDaddy security operations.

11. API keys/tokens and API activity.

a) **Preferred**: API key/secret creation/rotation/disablement logs; OAuth client registrations; token issuance/refresh/revocation (with scopes); per-endpoint call audit for domain/DNS/account/security/billing (timestamp, method/URL/params, response code, requestor key/client, source IP/ASN, user-agent).

b) **Alternatives**: API gateway analytics exports or per-service audit CSVs.

12. Executed exports/downloads.

a) **Preferred**: Records of exports/downloads (type, job IDs, file names/sizes/hashes, delivery links, access/download logs, link expiry).

b) **Alternatives**: Export receipts with job metadata and any available access logs.

13. Backups / snapshots / restores.

a) **Preferred**: Backup/snapshot catalogs with timestamps/scope/retention; restore/rollback actions (who/when/what), success/failure logs; and any deletion/purge of backups (job IDs, reason).

b) **Alternatives**: Retention policy plus earliest/latest available restore logs and inventories.

14. TLS/SSL certificates.

a) **Preferred**: Issuance/renewal/rekey/revocation history; DCV method (email/CNAME/HTTP/ACME) with challenge artifacts and validation IPs; CSR/public-key fingerprints; and management actions (who/when).

b) **Alternatives**: Certificate inventories and lifecycle reports with supporting DCV records.

15. Load files, natives, and imaging (documents other than mailbox exports).

a) **Primary**: Native files where analysis requires it (.xlsx, .csv, .pptx, audio/video, databases) with a placeholder image (PDF/TIFF) linking to the native; for imaged materials provide searchable PDFs or TIFF + text/OCR and a load file (.DAT/.OPT).

b) **Standard metadata fields (where available)**: BegBates, EndBates, BegAttach, EndAttach, Custodian, AllCustodians, FileName, FilePath, FileExt, DocType, DocDate, DateCreated, DateModified, Author, From, To, Cc, Bcc, Subject, Hash (SHA-256 preferred; SHA-1/MD5 acceptable for system-generated outputs), TimezoneProcessed.

c) **GoDaddy-specific helpful fields (where available):** Customer Number, Tenant/Subscription/SKU, Domain, Ticket/Case ID, serverTransID/clientTransID, DNS Zone/Record ID, API Client/Key ID.

16. **Time and deduplication/threading.**

    a) **Timestamps**: Preserve original system timestamps; include time zone/offset. If normalization is applied, disclose the method and retain original values.

    b) **Deduplication**: Global, documented; do not eliminate near-duplicates that differ by recipients, time, or content.

    c) **Email threading**: May suppress only exact duplicates; produce unique branches with intact parents/children.

17. **Integrity, hashing, and chain of custody.** Provide hash values (file/container) where generated by the platform; maintain collection/export logs (job IDs, date/time, operator/process, scope), and produce documents sufficient to show any system settings that materially affected the export (e.g., export job metadata, configuration pages, or platform export reports).

18. **Reasonable-efforts substitutions and meet-and-confer.** If GoDaddy, after reasonable inquiry, determines that a requested format or field is not reasonably available through its ordinary-course tools or data retention, GoDaddy shall: (i) produce the closest available reasonably usable export containing substantially the same information; (ii) provide available field dictionaries/schemas; and (iii) meet and confer promptly to agree on supplemental deliveries (e.g., screenshots with visible metadata, summaries with logs, or alternative exports). Under no circumstances may format limitations be used to withhold otherwise responsive, non-privileged materials.

19. **Unavailable or deleted materials.** If any responsive data is unavailable (e.g., expired retention, purged logs), produce documents sufficient to show (i) the applicable retention settings/policies and any change history; (ii) system events or logs reflecting the

purge/expiry; and (iii) any alternative sources (parallel logs, exports, tenant-level artifacts) that on their face show substantially equivalent information.

III. STATUTORY CARVE-OUT

A. This Subpoena is expressly limited and shall be construed to require production only to the maximum extent permitted by applicable law, including without limitation the Electronic Communications Privacy Act and Stored Communications Act, 18 U.S.C. §§ 2701–2712, and any other federal, state, or foreign privacy, data-protection, or telecommunications statutes or regulations that apply to GoDaddy's services or the requested materials.

B. Where any responsive item contains both content and non-content elements, GoDaddy shall segregate and produce all non-content records and fields (including subscriber/account identifiers, billing and payment records, service/product inventories, configuration settings, control-plane artifacts, logs, headers and routing data, timestamps, IP/user-agent/device data, policy/retention flags, and other transactional or administrative data), and withhold only the content portion that is prohibited from disclosure; redactions are permitted only to the extent necessary to comply with law.

C. To the extent any item is withheld solely because content disclosure is restricted, GoDaddy shall (i) preserve such content pending further order or valid subscriber consent; (ii) promptly identify the subscriber(s)/account holder(s) and any formalities required for GoDaddy to honor a written, unrevoked customer consent or other lawful authorization; and (iii) produce the content promptly upon receipt of such consent/authorization or as otherwise directed by the Court.

D. GoDaddy must provide the maximum lawful subset of each request and confer in good faith regarding reasonable alternatives where necessary.

E. Nothing in this carve-out alters GoDaddy's obligations to preserve responsive materials or to produce non-privileged, non-content information as otherwise specified in these requests.

F. You shall not collect or produce materials that are purely personal and unrelated to the Debtor's business, assets, liabilities, financing, operations, or administration of the Chapter 11 estate; if an item overlaps with business-related and purely personal content, produce the business portions with narrowly tailored redactions of the personal portions. For responsive, non-privileged materials, redact personal identifiers of the Debtor's Principals' (i.e., the Former Managers) and their immediate family consistent with Fed. R. Bankr. P. 9037—show only the last four digits of any Social-Security or taxpayer-identification number, year of birth, and the last four digits of any financial-account or card number; government-ID images (driver's license, passport), full home street addresses, and personal signatures may be redacted unless they themselves evidence a Debtor-related transaction or authorization, in which case produce with the identifiers truncated/masked. No full primary account numbers, full bank-account numbers, or full routing numbers may be produced; only tokenized/truncated values (e.g., token ID and last-four/expiry) and non-content billing metadata may be produced, consistent with the production specifications herein. Redactions made solely under this section shall be denoted "PII/Personal" on the face of the document or in the load file; to avoid revealing personal content, the producer may provide a category-level index (by custodian/account and date range) stating the count of items redacted for PII/Personal, except that any document withheld in full must appear on a line-item log with a neutral description sufficient to evaluate the basis without disclosing the personal content. Nothing herein shall be construed as a waiver to any defenses in any application for a protective order.

IV. STAGED PRODUCTION

Subject to and expressly preserving all objections, privileges, protections, and rights under applicable law and without admitting the relevance, responsiveness, proportionality, existence, or GoDaddy's possession, custody, or control of any requested material, the Trustee agrees, to allow GoDaddy to may make rolling productions of the documents requested on the following schedule: [•] **materials**: within 14 days; [•] **materials**: within 28 days; [•] : within 36 days.

V. SCHEDULE OF DOCUMENTS AND ESI

You are requested to produce the following for the Relevant Period (all subject to the statutory carve-out for content where applicable):

1. **Complete Email Account Data**
    a. **Email Account Data — Non-Content / Administrative Records (default production)**

For each Email Account, produce an unaltered, forensically intact export of all non-content and administrative artifacts of the account's message store and associated containers—regardless of status or storage location (active, inactive, suspended, disabled, archived, soft-deleted but recoverable, or restored from backup)—including, without limitation:

- Email messages (all system and user-created folders and subfolders) — Inbox, Sent, Drafts, Spam/Junk, Trash/Deleted Items, Archive, and any other folders — with full RFC-5322 headers/MIME excluding content-bearing header fields (e.g., Subject, Comments, Keywords, or other header extensions that reveal message text); include Message-ID and

other system identifiers, message size, dates/timestamps (with time zone), and folder/subfolder paths.

- Calendaring objects — appointments, meetings, invitations/updates/cancellations, reminders, tasks/notes, ICS/VCALENDAR objects — metadata and system identifiers sufficient to enumerate each item (including item IDs/UIDs, organizer/attendee identifiers, timestamps/status fields, and container/folder paths), excluding textual fields and attachments.
- Contacts, address books, distribution lists, groups, and list memberships — membership/roster mappings and object/system identifiers sufficient to enumerate these artifacts and their relationships, excluding contact field content and attachments.
- Mailbox-level configuration and administrative artifacts — server/client-side rules, forwarding and catch-all settings, safe/blocked sender lists, and delegation/shared-mailbox memberships (including actor/interface, timestamps, and system identifiers); exclude signatures and out-of-office/auto-reply message text.
- Deleted/soft-deleted/archived items retrievable from Recoverable Items/"dumpster," archive/journaling repositories, snapshots, or backups — enumerations and metadata (system identifiers, container/folder paths, sizes, timestamps, and any job/export IDs), together with the account's folder/subfolder structure and system identifiers sufficient to reconstruct original organization and parent-child relationships; exclude message bodies, attachments, and other content.
- Successor mailbox or repository references — any successor mailbox or repository to which messages, aliases, or data from the account were migrated, forwarded, or auto-archived during the Relevant Period—produce mapping tables, alias/redirect settings,

job/export IDs, timestamps (with time zone), and system identifiers sufficient to trace such movements, excluding content.

b. Email Account Data — Content (produce only with lawful consent)

Subject to the statutory carve-out and any applicable consent protocol, produce the content-bearing portions of each Email Account—complete, unaltered, forensically intact, and regardless of status or storage location (active, inactive, suspended, disabled, archived, soft-deleted but recoverable, or restored from backup)—including, without limitation:

- All email messages in all system and user-created folders and subfolders (Inbox, Sent, Drafts, Spam/Junk, Trash/Deleted Items, Archive, and any other folders), with full RFC-5322 headers/MIME, full message bodies, all attachments, and content-bearing header fields (including Subject).
- All calendaring objects (appointments, meetings, invitations/updates/cancellations, reminders, tasks/notes, ICS/VCALENDAR objects) and their attachments.
- All contacts, address books, distribution lists, groups, and list memberships (including all contact/list fields and values, notes, and any content-bearing fields).
- Content-bearing mailbox-level artifacts, including signatures, safe/blocked sender list free-text justifications if any, and out-of-office/auto-reply messages (full message text and settings), together with any delegation/shared-mailbox content where applicable.
- All deleted/soft-deleted/archived items retrievable from Recoverable Items/"dumpster," archive/journaling repositories, snapshots, or backups, together with the account's folder/subfolder structure and system identifiers sufficient to reconstruct original organization and parent-child relationships.

- Any content residing in any successor mailbox or repository to which messages, aliases, or data from the account were migrated, forwarded, or auto-archived during the Relevant Period.

If GoDaddy does not host certain content, identify the tenant/repository and produce all associated non-content artifacts now while preserving the content pending consent or further direction.

2. Customer Support, CRM, and Other Account Communications

a. Support/CRM and Other Account Communications — Non-Content / Administrative Records (default production)

Produce all non-content Documents and records between You and the Debtor or any Principal (or any person acting on their behalf) concerning any Email Account, Domain, or other GoDaddy-provided service or product—regardless of channel—including:

- Support tickets/cases (with full histories) to the extent reflected in metadata and status/audit fields—case/record IDs, open/close timestamps, assigned queues/agents, escalation path(s), closure codes, linked resources/attachments identifiers, and any system/audit fields; exclude ticket notes and attachment contents.
- Portal messages, web or in-app chats, and email threads — case/message metadata only (record IDs, timestamps, agent/queue assignments, interaction channel(s), linkage to ticket IDs and resources); exclude message/chat/email bodies and attachment contents.
- Call-handling metadata — where audio recordings are not retained or not reasonably producible, produce call-detail records and system/agent disposition fields sufficient to show participants, timestamps, duration, and outcome; exclude agent narrative notes.

b. Support/CRM and Other Account Communications — Content (produce only with lawful consent)

Subject to the statutory carve-out, produce the content-bearing materials between You and the Debtor or any Principal (or any person acting on their behalf) concerning any Email Account, Domain, or other GoDaddy-provided service or product, including:

- Support tickets/cases — internal/external notes, attachments, customer communications, and any other content-bearing fields within the ticket history, along with their linked files.
- Portal messages, web or in-app chat transcripts, and email thread bodies, with any embedded or attached content.
- Call recordings or transcripts; where audio recordings are not retained or not reasonably producible, produce agent notes (to the extent they summarize or reflect the call's substance) in addition to the non-content call-detail records requested above.

3. Account Creation, Administration, and Billing (non-content; to the extent not otherwise covered herein):

Produce all records sufficient to identify and trace the establishment, ownership, configuration, and financial administration of each Email Account, without limitation:

a. account origination details (date/time of creation; creator's identity and contact information as stored by You, including name, company, title, email, telephone, and physical/mailing address; the customer number/tenant or subscription IDs; any domain(s) and product/SKU entitlements associated on creation; and, where recorded, the source network/device attributes such as IP address, user-agent, and device identifier at creation);

b. account profile and ownership/contacts history (all registrant/account-holder, administrative, technical, and billing contact fields; changes thereto with effective dates; and any change-of-ownership, consolidation, push/Change-of-Account, or successor-in-interest events);

c. provisioning/entitlement and lifecycle (mailbox provisioning and de-provisioning events; alias and distribution-list assignments; license/SKU assignment and removal; status flags (active/suspended/disabled/deleted but recoverable); and any migrations or reassignments of the account to successor mailboxes or repositories);

d. administrative access and role delegation (a list of all users, delegates, teams, and service accounts granted administrative or delegated access to administer or manage the Email Accounts, together with role/scope, grant and revocation dates, and—where recorded—the actor that approved each grant/revocation);

e. billing and payments (the billing profile and history; invoices/statements; product renewals/auto-renew settings; credits, refunds, adjustments; and payment instrument events (addition/update/removal, default-method changes, and transaction outcomes including declines/chargebacks), provided that payment instruments shall be produced only in tokenized/truncated form (e.g., token ID and last-four/expiry, with no full PAN or full bank account numbers));

f. internal notes, annotations, and administrative remarks maintained on the customer profile or account record for any GoDaddy customer number/tenant associated with the Debtor or any Principal (including account-manager notes and CRM/internal comments), to the extent they concern ownership, configuration, service/product entitlements, billing, service-affecting events, security posture, or migrations or

other material changes, together with associated metadata (case/record IDs; creator/owner; date/time with time zone);

g. an authoritative roster of all Email Accounts administered via GoDaddy for or on behalf of the Debtor or any Principal, identifying for each: the email address and associated Domain; the date of creation; current and historical assignment to individual user(s) or affiliated personnel (name, role/title, and contact information as stored by You), with effective date ranges; any successor/replacement mailbox; and the login username(s)/ID(s) and customer number(s) used to administer the Email Accounts or Domains;

h. for each applicable customer number/tenant and for each Email Account, the storage quotas/limits and changes thereto; and the security posture/configuration and change history—including, to the extent recorded, 2FA enable/disable and factor lifecycles; allowed/blocked protocols and access methods (POP/IMAP/SMTP/MAPI/EWS/Graph/API); password policies and changes; external-forwarding/auto-forward controls; conditional access/risk/anomaly policies; and any IP allow/deny lists or geo/risk policies affecting access to the Email Accounts or Domains.

If any of the foregoing is maintained in multiple systems (e.g., registrar back-office, reseller/control-plane, billing/CRM), produce each system's authoritative record or a consolidated export showing the same fields, with field dictionaries sufficient to interpret the data. To the extent any particular field or export is not reasonably available in the ordinary course of Your systems, produce the closest reasonably usable substitute that reflects substantially the same information

and identify the limitation, all subject to applicable statutory carve-outs and without withholding non-content administrative or billing data.

4. **Trusted Devices, Connected Apps, and OAuth Grants (non-content; to the extent not otherwise covered herein):**

Produce records sufficient to identify, inventory, and audit any device, browser, client application, connected application, OAuth client/authorization, app-specific password, token, or key authorized to access or administer any Email Account, Domain, or associated control-plane, including—where recorded—device identifiers and attributes (device ID/name, operating system, client/application type and version), authorization/grant details (app/client name/ID, scope/permissions, grantor, grant and revocation timestamps, token issuance/refresh/revocation), enrollment/registration data (including EAS/EWS/Graph/API or other protocol enrollments), and last-used timestamps and source network/device indicators. To the extent artifacts are maintained across multiple systems, produce each system's authoritative record or a consolidated export showing the same fields, subject to the statutory carve-out herein.

5. **User Activity, Authentication, and Access Logs (non-content; to the extent not otherwise covered herein):**

Produce all logs, audit trails, session records, authentication records, and other non-content records reflecting access to, attempted access to, or activity within (i) any of the Email Accounts and Domains and (ii) any GoDaddy account, control-plane, or service used by or on behalf of the Debtor or any Principal. Without limitation, this includes records for webmail/portal sign-ins (including Outlook on the web), desktop and mobile client access (e.g., Outlook and other IMAP/POP/SMTP/EAS/EWS/Graph clients), API or token-based access, and admin/reseller-

portal access. For each sign-in, access attempt, session, or connection—successful or failed—produce, to the extent recorded: (a) the date and time of initiation and termination (including time zone) and, where available, session duration; (b) the source Internet Protocol (IP) address and any associated hostnames, Autonomous System Number (ASN), or other network/session identifiers; (c) device, client, or browser identifiers and attributes (including user-agent string, device ID/serial where recorded, operating system and client/application type and version); (d) authentication outcome and telemetry (success/failure codes and reasons, multi-factor events, password-reset/account-recovery events, token issuance/refresh/revocation, consent/authorization flows, and any anomaly/risk indicators such as "impossible travel" or concurrent-session flags); and (e) any geolocation data or indicators associated with the access (including approximate geographic location derived from IP or device telemetry, if recorded in GoDaddy's systems). Limit to customer numbers, domains, and email accounts associated with the Debtor or the Principals (as listed), and for the Relevant Period.

6. Re-Authentication and Security-Anomaly Events (non-content; to the extent not otherwise covered herein):

For the Relevant Period, produce event-level telemetry and detections relating to the Email Accounts or associated customer numbers/tenants, including, where recorded: forced re-authentication prompts and outcomes; step-up authentication challenges and results; concurrent-session detections; "impossible travel" and other risk-score triggers; session-hijack indicators; cookie/device-binding failures; session/token revocations; and any correlation or linkage to upstream/downstream services. For each event, include event ID, timestamp (with time zone), source IP/ASN, user-agent, device ID/fingerprint, disposition (blocked/allowed), and any linked session ID(s) or case/ticket ID(s), subject to the statutory carve-out herein.

7. **Message-Transport / Transaction Logs (non-content; to the extent not otherwise covered herein):**

Produce message-trace/transport logs and other mail-flow/relay audit records available to You in the ordinary course (e.g., MTA/SMTP/Exchange message-tracking, journaling/relay logs) sufficient to show, for messages sent from or received by the Email Accounts, envelope sender/recipient identifiers (MAIL FROM/RCPT TO), Message-ID and server/relay IDs, timestamps (with time zone), originating/next-hop IPs/hostnames and, where recorded, ASN, TLS/MTLS negotiation, delivery/queue status and disposition codes (including bounce/deferral reason codes), and authentication results (SPF/DKIM/DMARC/auth-results). Exclude message bodies and subject lines. If only header-level records or functionally equivalent exports are reasonably available, produce those together with any available field/format definitions, subject to the statutory carve-out.

8. **Email Security / Filtering / Quarantine Telemetry (non-content; to the extent not otherwise covered herein):**

For the Relevant Period, produce records from any email-security, filtering, anti-spam/phish/malware, or quarantine subsystem applicable to the Email Accounts (including any [•]-provided or integrated security layer), sufficient to show per-message and policy-level decisioning and actions, including:

a. Per-message decisioning: verdicts (spam/phish/malware/bulk/clean), rule/policy identifiers matched, engine/signature IDs, detection vectors, risk/score, attachment scan results (file type and hash values), and downstream actions (deliver/quarantine/delete).

b. Quarantine lifecycle: placement/release/delete events; release/override actor (user/admin), interface (portal/client/API), timestamp (time zone), and source IP/ASN; queue/hold identifiers and any auto-expiry settings.

c. Allow/deny list administration: additions/removals with target (sender/domain/IP), scope (mailbox vs. domain-wide), actor/approver, interface/API, timestamp, and source IP/ASN.

d. Authentication & transport security: recorded SPF/DKIM/DMARC and ARC results, DMARC policy evaluations, TLS/MTA-STS/DANE policy decisions, and TLS negotiation outcomes where stored in the security layer.

e. Admin policy configuration & change history: creation/edit/disable events for spam/phish/malware policies, attachment/URL-defang/rewriting controls, and impersonation protection, with actor, interface/API, timestamp, and change deltas.

f. Portal access & audit: admin/user access logs to quarantine/security portals (actor, session ID, source IP/ASN, user-agent, actions, timestamps).

Exclude message bodies and content-bearing header fields (e.g., Subject); identify messages by Message-ID, envelope MAIL FROM/RCPT TO, timestamps (with time zone), sending IP/host, and internal correlation IDs consistent with your "Message-Transport / Transaction Logs" production.

9. Administrative Change / Deletion–Export Requests and Actions (non-content; to the extent not otherwise covered herein):

For the Relevant Period, produce all Documents and non-content records sufficient to identify, evidence, or audit any instruction, request, authorization, or action to delete, purge, export, archive, migrate, restore, or otherwise remove or transfer data from or concerning any of the Email Accounts or any related repository or service administered via GoDaddy by or on behalf of the Debtor or any Principal. Without limitation, this includes: (i) customer-support/ticketing/CRM case files, chats, portal messages, and internal case notes reflecting such requests, approvals, or denials; and (ii) system/control-plane job requests and receipts (export/download/restore/delete/purge/migration), together with job metadata (type/scope/targets or custodians; requesting/approving actor; interface/API used; job IDs; date and time with time zone; success/failure status and reason codes; file names/sizes/hashes; delivery links and any access/download logs and link-expiry data).

10. Deletion / Expiration / Purge — Timeline and Custodian Metadata (non-content; to the extent not otherwise covered herein):

For the Relevant Period, produce non-content records sufficient to identify, confirm, and reconstruct the timeline and custodianship of any deletion, expiration, purge, destruction, or scheduled purge of data relating to the Email Accounts, Domains, hosting/site-platform services, DNS/registrar records, backups/snapshots, support/CRM, or any other GoDaddy-provided service used by or on behalf of the Debtor or any Principal, including for each event or job: the affected customer number/tenant; the resource(s) impacted (mailbox ID/address, Domain/DNS zone, hosting account/site, database, file path or container, backup/snapshot identifier); the custodian(s)

or account owner(s) of the affected data at the time of the event; the initiating/requesting and approving actor(s) (user/delegate/agent/automated job) and their then-effective role/permissions; the interface/API used; job/request IDs; queue and scheduling metadata (creation time, scheduled start, policy/retention identifiers and timers); start and completion timestamps with time zone; scope and count/size of items targeted; success/failure and disposition codes (including partial or failed purges) and any cancellation/modification/reinstatement; pre- and post-state indicators (including existence checks, inventory counts, and storage/quota readings); file names/sizes/hashes where applicable; linked ticket/case IDs and any customer/system notifications generated; and any legal-hold or retention/hold toggles and their effective windows bearing on the deletion timeline, together with identification of any alternative sources (e.g., parallel backups or tenant-level snapshots) from which substantively equivalent information could be restored, all subject to the statutory carve-out herein.

11. Hosting — Additional Edge/Monitoring/Runtime Records (non-content; to the extent not otherwise covered herein):

For the Relevant Period, produce non-content records, logs, and platform exports sufficient to identify, audit, and trace activity and configuration at the hosting and CDN edge layers, including, without limitation: (i) CDN/edge access and cache analytics and logs (per-request/response timestamps with time zone; HTTP status; cache hit/miss/stale/expired and reason codes; origin and edge latency; bytes in/out; cache keys; purge/ban/invalidate events and actors; and edge POP identifiers), including any origin-shield or image/asset optimization modules; (ii) uptime/availability/health-check monitoring and incident management records (probe results, alert/acknowledgment/escalation logs, maintenance-window notices, and incident/post-incident summaries) referencing any Domain or hosting account; (iii)

hosting-panel/cPanel/Plesk/GoDaddy-portal activity and audit logs (administrator/user sign-in/out, session IDs, source IP/ASN, user-agent, actions taken, configuration changes, and permission/role modifications), together with SFTP/SSH user-lifecycle events (account creation/disablement, password and key add/remove/rotation, and last-used timestamps); (iv) application/runtime logs retained by the managed platform (e.g., PHP-FPM, Node.js, Python, WordPress debug and plugin logs) to the extent available through Your ordinary-course tools; (v) database performance and slow-query logs (distinct from administrative/audit logs); (vi) outbound mail service logs generated by the hosting environment (e.g., Exim/Postfix/SMTP) sufficient to show envelope sender/recipient, Message-ID, timestamps with time zone, delivery disposition and bounce/deferral reason codes (excluding message bodies); (vii) hosting-layer resource, usage, quota, and enforcement metrics (CPU, memory, disk/storage, bandwidth, I/O, connections), including rate-limit/throttling events and related decisioning/enforcement logs; (viii) inventories of staging/clone/dev environments and the same logs and configuration-change history for those environments; and (ix) current and historical configuration snapshots sufficient to reconstruct state at relevant times (including vhost/virtual-host and web-server configuration files, `.htaccess`/rewrite rules, NGINX/Apache settings, and PHP configuration including `php.ini`/FPM pool settings), together with change timestamps and, where recorded, actor/interface/IP for each change. To the extent such artifacts are maintained across multiple systems or integrated components (e.g., CDN/WAF providers or hosting panels exposed through Your control-planes), produce each system's authoritative record or a consolidated export showing the same fields, with field dictionaries sufficient to interpret the data, all subject to the statutory carve-out herein.

12. Suspension/Deactivation/Reactivation Audit Trail (non-content; to the extent not otherwise covered herein):

For the Relevant Period, produce a complete audit trail of each suspension, disablement, deactivation, hold, reinstatement, reactivation, unlock, or similar enforcement or lifecycle action affecting any Email Account, Domain, customer number/tenant, or other GoDaddy-provided service used by or on behalf of the Debtor or any Principal. For each such event, produce, to the extent recorded: (i) the event type and the affected product/service and resource identifier (customer number/tenant ID, account ID, Domain, DNS zone, mailbox ID/address, subscription/SKU); (ii) the date and time (with time zone); (iii) the initiating actor (customer user ID, delegate, automated job, or GoDaddy personnel) and the actor's then-effective role/permissions; (iv) the interface or source (web UI page/path, mobile-app version, reseller/admin portal, or API endpoint), together with any request/response or job IDs; (v) reason codes, policy or risk flags, and any associated case/ticket ID(s); and (vi) available network/device/session telemetry (session ID, source IP and host/ASN, user-agent string, device ID/fingerprint, and geolocation indicators) and any system notifications generated to the customer, subject to the statutory carve-out herein.

13. Security Setting Downgrades & 2FA Bypass/Removal (non-content; to the extent not otherwise covered herein):

For the Relevant Period, produce records sufficient to show any downgrades or overrides to the security posture, including enabling/disabling of 2FA; addition/removal of 2FA factors (SMS/voice, authenticator app, FIDO/U2F keys); issuance/revocation of backup codes; additions/removals of trusted browsers/devices; edits to recovery email/phone; and any

override/bypass events (temporary 2FA bypass, support-assisted identity proofing), identifying the initiating actor, the method of verification used, any supporting case/ticket ID(s), and timestamps with time zone, subject to the statutory carve-out herein. Include records of temporary 2FA bypasses, emergency access grants, and any "break-glass" accounts/sessions, with justification, approver identity, time-bound scope, and automatic expiry or manual revocation events.

14. Billing Event-Level Ledger & Proration (non-content; to the extent not otherwise covered herein):

Produce event-level ledger exports (or reasonably comparable native reports) for billing-profile and payment-instrument lifecycle events, capturing for each: timestamp (with time zone); actor and interface/source (customer user ID/delegate, portal/API/agent); affected customer number/tenant and resource; tokenized instrument identifiers (token ID and last-four/expiry only); transaction/outcome and processor/issuer reason/response codes; chargebacks/refunds/adjustments; plan changes and cancellations; auto-renew enable/disable; and any proration calculations applied to upgrades/downgrades, renewals, or cancellations.

15. GoDaddy Payments / Poynt — Merchant Acquiring and Point-of-Sale Records (non-content; to the extent not otherwise covered herein):

For the Relevant Period, produce records sufficient to identify, audit, and trace the onboarding, configuration, access, transaction activity, dispute handling, and settlement/funding of any merchant-acquiring or point-of-sale service provided by GoDaddy Payments, LLC or Poynt, LLC for, in the name of, or used by or on behalf of the Debtor or any Principal, including, without limitation:

a. Onboarding / KYC / underwriting: merchant application(s), KYC/AML artifacts and outcomes, risk scoring/ratings, approvals/denials and re-verification events, merchant ID(s) (MID), acquiring bank/processor/gateway identifiers, business descriptors/statement names, MCC/industry, and effective date ranges; change history to any of the foregoing.

b. Merchant profile & risk settings: fraud and risk controls (velocity limits, AVS/CVV/3-D Secure enforcement), chargeback notification preferences, representment contact details, and rule/policy change logs with initiator, interface/API, timestamp, and source IP/ASN.

c. Devices / terminals (Poynt): device inventories (serials/IMEI/ICCIDs), activation/deactivation, pairing/unpairing, location/"store" assignments, firmware/software versions and update logs, error/failure telemetry, and device-to-merchant mappings; include actor/interface/API, timestamp (with time zone), and available network/device identifiers.

d. Transaction-level detail (authorize/capture/sale/void/refund/reversal): transaction and retrieval/chargeback IDs; amounts (auth/presentment/settlement), currency, tips/tax, card-present vs. card-not-present indicator, terminal/e-commerce indicators, token identifiers, card brand, masked PAN (BIN + last-4 only), issuer country, AVS/CVV results, 3-D Secure fields, gateway/acquirer responses and reason/result codes, fraud/risk scores/flags, and timestamps with time zone.

e. Settlement / funding / reserves: batch IDs, settlement dates, gross/net amounts, fee/interchange components, reserve creation/funding/release activity, negative-balance offsets, payout account tokens, ACH returns and reason codes.

f. Disputes / chargebacks: retrieval requests, representments, pre-arbitration/arbitration events, outcomes (won/lost), reason codes, evidence package references (filenames/hashes or export job IDs), RDR/VMPI/VCMP events where applicable, and case/ticket IDs with timestamps.

g. Keys / webhooks / admin access: API key/client creation/rotation/disablement; webhook endpoints and event types; per-endpoint call audit (timestamp, method/URL, response code, requestor key/client, source IP/ASN, user-agent); merchant-portal/admin access logs (actor, session ID, source IP, user-agent, actions).

h. Pricing / fee table changes: effective dates, approver/initiator, interface/API, and notice logs.

Limitations / handling: Payment instruments and bank details must be tokenized/truncated (e.g., token ID, BIN + last-4/expiry; no full PAN or full account numbers). To the extent any content is implicated by dispute "evidence," produce the maximum lawful non-content subset and identify withheld content per the statutory carve-out.

16. Delegated Access / Teams Change Logs (non-content; to the extent not otherwise covered herein):

Produce event-level change logs for "Users & Permissions," "Delegate Access," or equivalent features, including invitations and acceptances; role/scope grants and revocations (including time-bounded access, permission escalations/downgrades, and cross-account/resource shares); the initiating/approving actor; interface/source (portal or API); and network/device identifiers (source IP, user-agent) with timestamps (time zone).

17. Associated GoDaddy Services and Linked Data (non-content; to the extent not otherwise covered herein):

For the Relevant Period, produce non-content records, logs, and authoritative platform exports sufficient to identify, audit, and trace the configuration, use, access, and change history of any other GoDaddy-provided service, feature, or product associated with any Domain or with the Email Accounts (including services bundled with email hosting). Without limitation, this includes:

a. registrar/domain/WHOIS (including any proxy/privacy service) records and change histories;

b. DNS zone files/snapshots and per-record change/version histories (including DNSSEC/DS events);

c. web/site hosting or CDN/WAF logs and security events (including web server access/error logs, WAF events, file-manager/deployment logs, database admin/audit logs, malware scans and remediation, and scheduled-task/cron histories);

d. any GoDaddy-provided cloud-storage or file-sharing offering (inventories, access/audit logs, sharing/permissions, and export/restore records);

e. API keys/tokens and API activity (key lifecycle and per-endpoint call audit with timestamps, requestor, and source network/device identifiers);

f. abuse/compliance/AUP enforcement case records and outcomes;

g. TLS/SSL certificate lifecycle and DCV artifacts;

h. backups/snapshots/restores (catalogs, jobs, and success/failure logs). For each such service, identify, where recorded, the customer number and

tenant/subscription/SKU, the resources/custodians affected, relevant timestamps with time zone, and available network/device identifiers;

i. an authoritative, consolidated list of all Domains registered, purchased, or managed through You for, in the name of, or used by or on behalf of the Debtor or any Principal, identifying for each Domain: the creation/purchase date; current expiration date and auto-renew status; current status (active/locked/on-hold/suspended/deleted but recoverable); the associated customer number/account; and any privacy/proxy service identifier(s).

18. GoDaddy Conversations / SmartLine — Telephony and Messaging Records (Non-Content / Administrative Records (default production).

For the Relevant Period, produce non-content records sufficient to identify, audit, and trace configuration, use, and access of any GoDaddy-provided telephony or messaging service (including GoDaddy Conversations and SmartLine) used by or on behalf of the Debtor or any Principal, including:

a. Numbers & service configuration: numbers assigned/ported in/out (with CSR/LOA references), plan tiers, E911 addresses (if maintained), business hours/auto-attendant/IVR settings, call-forwarding/voicemail/blacklist/allow-list configurations, with change history (actor, interface/app/API, timestamp with time zone, source IP/ASN).

b. Call Detail Records (CDR): calling/called numbers (E.164), call direction (inbound/outbound), start/end timestamps and duration, call type/disposition (answered, missed, voicemail), call IDs and SIP/response codes where recorded, trunk/gateway identifiers, and any linked ticket/case IDs.

c. Messaging metadata: SMS/MMS origin/destination numbers, message IDs, timestamps, delivery statuses/codes, and carrier hand-off results; for MMS, file indicators (type/size/hash) without message body or media content.

d. Voicemail metadata: message IDs, timestamps, caller number, message length, and storage/retention indicators; exclude audio content absent consent.

e. Device/app registrations and access logs: device/OS/app version, device ID/fingerprint, push-token registrations, sign-ins/sessions with source IP/ASN, user-agent, and timestamps.

f. API/webhooks (if exposed): key/client creation/rotation/disablement, endpoint URLs, per-endpoint call audit (timestamp, method/URL, response code, requestor key/client, source IP/ASN, user-agent).

g. Abuse/compliance references: case/ticket IDs and non-content metadata for spam, robocall, or policy complaints related to the numbers/services.

Content (produce only with lawful consent). Subject to the statutory carve-out, produce voicemail audio, call recordings/transcripts, and SMS/MMS message bodies only upon valid, unrevoked customer consent or further order; until then, produce the maximum lawful non-content subset above and identify what consent/formalities would enable content.

19. Registrar Command History & Nameserver Change Audit (non-content; to the extent not otherwise covered herein):

For the Relevant Period and for each Domain, produce registrar-level command history and authoritative nameserver change logs sufficient to show create/update/delete/transfer/info/renew operations and DNS changes. Without limitation, include: (i) EPP command logs (XML/JSON or

platform-native) with serverTransID/clientTransID, requestor account/ID, timestamp, and fields sufficient to show prior and new values; (ii) TAC/AuthInfo creation/reset/retrieval history; (iii) FOA transmission/acceptance records; (iv) Change-of-Registrant (COR) events; (v) Change-of-Account/"push" transfers between customer numbers; (vi) zone versioning history for all RR types (A/AAAA, MX, CNAME, TXT—including SPF/DKIM/DMARC/MTA-STS/TLS-RPT—SRV, NS, DS, CAA), with prior/new values, TTLs, actor/interface/IP, and timestamp; (vii) DNSSEC enable/disable and DS/key rollover events; and (viii) any automated bulk-template or import/export operations applied to the zone(s). If native EPP or per-record history is not reasonably exportable, produce the closest reasonably usable substitute containing substantially the same information and identify any limitations, subject to the statutory carve-out herein. In addition to DS/key rollover events, produce exact DS values and, where recorded, key identifiers/fingerprints; registrar/nameserver-side interventions; and any available detections of DNSSEC validation failures relevant to the Domains.

20. Privacy/Proxy (Domains By Proxy) Identity-Verification Records (non-content; to the extent not otherwise covered herein):

For each Domain, produce records sufficient to show any identity-verification or proof-of-authority steps performed in connection with enabling/disabling privacy/proxy services, unmasking or re-masking of WHOIS/RDAP contact data, or Change-of-Registrant (COR) events—including verification artifacts, workflow/audit logs, approval/denial outcomes, and linked case/ticket IDs. If an affiliate (e.g., [•]) performed such verification, produce the corresponding non-content records and available field/format definitions, subject to the statutory carve-out herein.

21. API Rate-Limiting & Abuse-Mitigation Events (non-content; to the extent not otherwise covered herein):

Produce records sufficient to show rate-limit hits, throttling, blocking, quarantine, or other abuse-mitigation actions taken against API keys/clients associated with the Debtor or any Principal, including timestamps (with time zone), affected endpoints, requestor key/client identifiers, source IP/ASN, disposition, and any linked case/ticket IDs.

22. Web-Hosting Package/Module Management Events (non-content; to the extent not otherwise covered herein):

Where GoDaddy-provided hosting or site-platform services were used, produce logs sufficient to show plugin/theme/module or package install/update/remove events, including the actor/interface, version identifiers, checksums where recorded, and timestamps (time zone), as well as any deployment/build-pipeline job logs.

23. Backup/Snapshot Retention Policies (non-content; to the extent not otherwise covered herein):

Produce the retention policies and settings applicable to backups/snapshots/restores for any applicable service during the Relevant Period—including policy/version identifiers and dates of changes—sufficient to interpret available backup windows and any deletion/purge events.

24. Microsoft 365 Reseller/Control-Plane Artifacts (non-content; to the extent not otherwise covered herein):

Produce reseller/admin-plane records for any Microsoft 365 tenant(s) provisioned through You for, in the name of, or used by or on behalf of the Debtor or any Principal, including: (i) tenant/customer/partner identifiers; (ii) subscription/license/SKU assignment and unassignment histories; (iii) mailbox/service provisioning and de-provisioning requests and outcomes; (iv) retention, litigation-hold, archive/journaling, and eDiscovery/search settings and toggles performed via Your interfaces; (v) executed bulk actions (scope, initiator, job IDs, and results); and (vi) any support or administrative operations initiated by You that affected Microsoft 365 services, with cross-references to any Microsoft request/ticket/correlation IDs where recorded.

25. Account-Recovery & Password-Reset Flow Telemetry (non-content; to the extent not otherwise covered herein):

Produce event-level logs for account-recovery and password-reset workflows, including initiation channel (self-service portal, email, SMS/voice, call/agent), verification steps and outcomes, code/token issuance and attempts, throttling/lockout events, successful/failed resets and their scope (mailbox-only vs. tenant-wide), forced-logout/reauthentication radius, and any support-assisted overrides (including agent identifiers and linked case/ticket IDs), with timestamps (time zone), request/response IDs, and source network/device attributes.

26. IP Allow/Deny & Geo/Risk Policy—Configuration and Enforcement (non-content; to the extent not otherwise covered herein):

Produce change histories (before/after values, initiator, interface/API, timestamp) for IP allow/deny lists, geofencing, and risk-threshold/policy settings applicable to the Email Accounts, Domains, or associated control-planes, together with any enforcement logs showing evaluated versus blocked connections or actions taken under those policies.

27. Authenticators & Security Keys Lifecycle (non-content; to the extent not otherwise covered herein):

Produce historical inventories and lifecycle logs for authenticator-app registrations, WebAuthn/FIDO/U2F security keys (including key identifiers/fingerprints and, where recorded, nicknames/labels), trusted devices/browsers, and backup codes—showing adds/removals, activation/deactivation, last-used timestamps, and the initiating actor/interface/IP.

28. Account Closure/Termination & Purge Scheduling (non-content; to the extent not otherwise covered herein):

Produce artifacts and logs documenting closure/termination workflows for any customer number/tenant, service, or mailbox, including closure requests; scheduled purge jobs (job IDs, queues); grace/retention timers; purge scope definitions; cancellations of scheduled purge; and confirmations of completed purges identifying components destroyed.

29. GoDaddy Auctions/Aftermarket & Change-of-Account (COA) History (non-content; to the extent not otherwise covered herein):

For each Domain, produce marketplace/aftermarket records (listings, offers/bids/asks, reserve prices, negotiations/messages, sale/escrow/settlement records, buyer/seller account identifiers) and intra-GoDaddy COA/"push" transfers (source/target customer numbers, invitations/acceptances, timestamps, verification steps), with linked case/ticket IDs where recorded.

30. CashParking / Domain Monetization — Program, Revenue, and Payout Records (non-content; to the extent not otherwise covered herein):

For the Relevant Period, produce Documents and records sufficient to identify, audit, and trace any GoDaddy CashParking or other domain-monetization program used for any Domain, including:

a. Program enrollment & configuration: enrollment/enablement dates, participating Domains, ad-feed/partner identifiers (if recorded), landing-page/template settings, A/B tests, policy/compliance reviews and outcomes, and configuration change logs (actor, interface/API, timestamp, source IP/ASN).

b. Traffic & revenue reporting: per-day and per-Domain impressions, clicks, RPM/CPA/CPC or comparable metrics, gross and net revenue, adjustments/withholds, and fees; report/job IDs and any linked export receipts.

c. Payout / settlement: payout schedules, method(s), payout account tokens (no full account numbers), ACH/wire returns and reason codes, reserve/hold activity if any, and settlement ledgers with timestamps.

d. DNS/hosting hooks: records showing DNS/nameserver or hosting changes implemented to enable parking/monetization and their effective windows.

e. Abuse/compliance: case/ticket IDs and non-content metadata for trademark, policy, or abuse complaints related to monetized Domains.

Access & audit: user/admin access logs to monetization controls, including actor, session ID, source IP/ASN, user-agent, actions taken, and timestamps.

31. Domain-Level Email Forwarding / Catch-All Configuration (non-content; to the extent not otherwise covered herein):

Produce configuration inventories and change logs for any domain-level email forwarding or catch-all services provided by You (mappings, status, create/edit/delete events, actor/interface/IP), and any available delivery/relay logs for those services (envelope sender/recipient proxies, timestamps, delivery disposition), excluding message content.

32. Legal Process & Preservation Handling Records (non-content; to the extent not otherwise covered herein):

Produce internal records reflecting legal holds, subpoenas, preservation requests, or other legal process relating to the Debtor, any Principal, or the Domains—showing creation/modification/release timestamps, scope definitions, data snapshot/export references, handling personnel, chain-of-custody notes, and confirmation of any preservation images retained.

33. Preservation Confirmation

Produce documents sufficient to show any preservation or legal-hold steps taken for the Debtor, Principals, Email Accounts, or Domains (e.g., hold entries, preservation/ticket records, toggle/hold settings, or comparable system artifacts).

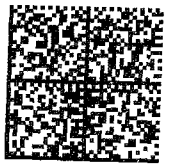
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



7020 0090 0002 2811 0006

FIRST-CLASS



US POSTAGE PITNEY BOWES

ZIP 07102
02 7H
0006182110

$ 011.60⁰

DEC 19 2025

GENOVA BURNS
ATTORNEYS-AT-LAW

Genova Burns LLC
494 Broad Street, Newark, NJ 07102

TO:

GoDaddy.com, LLC
Compliance Department
100 S. Mill Ave., Suite 1600
Tempe, AZ 85281

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GoDaddy.com, LLC
Compliance Department
100 S. Mill Ave., Suite 1600
Tempe, AZ 85281

9590 9402 7504 2098 4270 40

2. Article Number *(Transfer from service label)*

7020 0090 0002 2811 0006

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. *Service Type*

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ nsured Mail
- ☐ nsured Mail Restricted Delivery (over $500)
- ☐ *Priority Mail Express®*
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
Caption in Compliance with D.N.J. LBR 9004-1

GENOVA BURNS LLC
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Basking Ridge, NJ 07920
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-and-

The Law Offices of Richard J. Corbi PLLC
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Richard J. Corbi (*pro hac vice*)
rcorbi@corbilaw.com
Co-Counsel Counsel for RLA Consulting LLC, in its capacity as Creditor Recovery Trustee

In re:	Case No.: 25-15343
CBRM REALTY, INC., *et al*.,	Hon. Michael B. Kaplan
Debtors.[1]	Chapter 11

ORDER COMPELLING GODADDY.COM LLC
TO COMPLY WITH RULE 2004 SUBPOENA

The relief set forth on the following page, numbered two (2) through three (3), is hereby

ORDERED.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (9071), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), RH New Orleans Holdings MM LLC (1951), and Laguna Reserve Apts Investor LLC (N/A). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.

THIS MATTER having been brought before the Court upon the Motion[2] of RLA Consulting, LLC, the creditor recovery trustee (the "**Trustee**" or "**Creditor Recovery Trustee**") for the Creditor Recovery Trust of *In Re CBRM Realty Inc.* and *In re Crown Capital Holdings, LLC* for entry of an order compelling GoDaddy.Com LLC ("**GoDaddy**") to comply with and respond to the GoDaddy Subpoena; and good and sufficient notice of the Motion having been provided to GoDaddy; and for other good cause having been shown:

IT IS HEREBY ORDERED:

1. That the Motion is hereby **GRANTED** as set forth herein.
2. GoDaddy shall furnish any and all documents requested in the GoDaddy Subpoena and shall produce same to the Trustee's accountant (with email notification to the Trustee's Counsel at *rcorbi@corbilaw.com*):

   HBM Management Associates, LLC
   Attn: Harry Malinowski
   6 Elmwood Lane
   Syosset, New York 11791

   on or before _____, 2026 at 4:00 p.m.
3. All responsive documents shall be produced in accordance with the document requests set forth in the Rule 2004 subpoena, including production of electronically stored information in native format where applicable.
4. If GoDaddy withhold any documents on the basis of privilege, GoDaddy shall provide a privilege log within the same time period percribed by the Court.
5. Failure to comply with this Order may result in the imposition of sanctions, including but not limited to attorneys' fees, costs, and/or contempt of court.

[2] Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Application.

6. This Court shall retain jurisdiction to hear and determine all matters arising fromor related to the implementation and enforcement of this Order.