

EXHIBIT C

1 JAMES KAWAHITO (admitted *pro hac vice*)
2 KAWAHITO WESTRICK LLP
3 1990 South Bundy Drive Ste. 280
4 Los Angeles, California 90025
5 Telephone: (310) 746-5300
6 Facsimile: (310) 593-2520
7 jkawahito@kswlawyers.com

8 HECTOR CARBAJAL
9 Nevada Bar No. 6247
10 MATTHEW C. WOLF
11 Nevada Bar No. 10801
12 CARBAJAL & MCNUTT LLP
13 625 South Eighth Street
14 Las Vegas, Nevada 89101
15 Telephone: (702) 384-1170
16 Facsimile: (702) 384-5529
17 hjc@cmlawnv.com
18 mcw@cmlawnv.com

19 Attorneys for Defendants
20 *Latif Mahjoob and*
21 *American Combustion Technologies*
22 *of California, Inc.*

23 UNITED STATES DISTRICT COURT
24 FOR THE DISTRICT OF NEVADA

25 CH2E NEVADA LLC, a Nevada limited
26 liability company,

27 Plaintiffs,

28 vs.

LATIF MAHJOOB, an individual;
AMERICAN COMBUSTION
TECHNOLOGIES OF CALIFORNIA,
INC., a California corporation; DOES 1-X;
and ROE COMPANIES XI-XX, inclusive,

Defendants.

Case No. 2:15-cv-00694-JCM-NJK

**DEFENDANT AMERICAN COMBUSTION
TECHNOLOGIES OF CALIFORNIA, INC.'S
RESPONSES TO PLAINTIFF'S FIRST SET
OF REQUESTS FOR PRODUCTION OF
DOCUMENTS**

1 PROPOUNDING PARTY: PLAINTIFF CH2E NEVADA, LLC
2 RESPONDING PARTY: DEFENDANT AMERICAN COMBUSTION
3 TECHNOLOGIES OF CALIFORNIA, INC
4 SET NO: ONE

5 Pursuant to FEDERAL RULE OF CIVIL PROCEDURE 34, Defendant American
6 Combustion Technologies of California, Inc. ("Defendant" or "ACTI") hereby objects
7 and responds to the first set of requests for production of documents propounded by
8 Plaintiff CH2E Nevada, LLC as follows:

9 **PRELIMINARY STATEMENT**

10 Defendant has not completed their investigation of the facts relating to this
11 case, their discovery in this action, nor their preparation for trial. The responses
12 contained herein are based only upon the information and documents presently
13 available to and known by Defendant. Defendant's responses are based only upon the
14 reasonably diligent inquiry of persons and investigation of information and
15 documents which are presently and specifically known by Defendant. Nothing
16 contained herein shall be used to preclude Defendant from further research and
17 investigation of the facts or from presentation of the results of that research and
18 investigation to the trier of fact at the time of trial.

19 The following responses are provided without prejudice to the right of
20 Defendant to produce and introduce at the time of trial subsequently discovered
21 evidence relating to the proof of presently known material facts, and to produce and
22 introduce all evidence whenever discovered relating to the proof of subsequently
23 discovered material facts. Moreover, because the facts and evidence now known may
24 be improperly understood, or the relevancy or consequence of certain facts and
25 evidence may be imperfectly understood, such facts and evidence in good faith may
26 not be included in the following responses. Defendant reserves the right to refer to,
27 conduct discovery with reference to, or offer into evidence at the time of trial, any and
28

1 all documents and things or testimony notwithstanding the responses and objections
2 interposed herein.

3 **GENERAL OBJECTIONS**

4 The following general objections (“General Objections”) are incorporated by
5 reference into each of Defendant’s responses to the requests for production.

6 1. Defendant objects to the Requests to the extent they seek
7 documents that are not material and/or beyond the scope of permissible discovery.

8 2. Defendant objects to the Requests to the extent they seek
9 documents not relevant to any claim or defense in this action and are not reasonably
10 calculated to lead to the discovery of admissible evidence.

11 3. Defendant objects to each and every request for production to the
12 extent that it seeks information that is subject to any privilege, including, but not
13 limited to, the attorney-client privilege, the attorney work product doctrine, the
14 common interest privilege, or the joint defense privilege. In the event any privileged
15 information is disclosed in these responses, such disclosure is inadvertent and is not
16 intended to be, and shall not be deemed, a waiver of such privilege.
17 To the extent any request could be interpreted to call for any privileged documents,
18 communications, or work product generated subsequent to the filing of the Complaint
19 in this action, Defendant will not produce any such information and will not reflect
20 the existence of any such information on a privilege log, as to do so would be
21 burdensome and unreasonable, and in and of itself would invade the attorney-client
22 privilege.

23 4. Defendant objects to each request for production to the extent it
24 seeks information that is confidential, proprietary, a trade secret or private, or
25 otherwise calls for information protected by the right of privacy contained in the
26 Constitution of the State of Nevada, in the United States Constitution, or any other
27 applicable privilege or protection recognized under statute or applicable case law.

28

1 Nothing contained in these responses is intended to be or should be considered a
2 waiver of any right of confidentiality or privacy. In the event any protected
3 information is disclosed in these responses, such disclosure is inadvertent and is not
4 intended to be, and shall not be deemed, a waiver of such privilege. To the extent
5 Defendant has agreed herein to produce any responsive documents reflecting such
6 confidential or private information, such documents will only be produced upon entry
7 of a suitable protective order.

8 5. Defendant objects to the requests for production to the extent that
9 they purport to impose requirements on Defendant that are above and beyond those
10 requirements imposed by law on the grounds that such requirements are unduly
11 burdensome and oppressive.

12 6. Defendant objects to each and every request for production to the
13 extent the documents and things called for are already in the possession of or equally
14 available to Plaintiff.

15 7. Defendant objects to each request for production to the extent it is
16 vague, ambiguous, and incomprehensible or otherwise lacks sufficient precision and
17 thereby requires Defendant to engage in conjecture as to its meaning.

18 8. Defendant objects to the Requests to the extent they seek
19 documents not in the possession, custody or control of Defendant.

20 9. Defendant objects to the definition of the term "DOCUMENT" on
21 the grounds that it purports to impose requirements on Defendant that are above and
22 beyond those requirements imposed by law on the grounds that such requirements are
23 unduly burdensome and oppressive.

24 **REQUEST NO. 1**

25 All communications between ACTI and CH2E relating to the Equipment,
26 including, but not limited to:

27 (a) Pre-Agreement communications relating to the expected Throughput for the
28

1 Equipment;

2 (b) Communications relating to delivery and installation of the Equipment;

3 (c) Communications regarding training of CH2E personnel;

4 (d) Communications relating to problems with the operation or performance of
5 the Equipment; and

6 (e) Communications regarding attempts to remedy or fix problems with the
7 operation or performance of the Equipment.

8 **RESPONSE TO REQUEST NO. 1**

9 Defendant objects to this Request on the grounds that it seeks information that
10 is neither relevant to the subject matter of this action nor reasonably calculated to lead
11 to the discovery of admissible evidence.

12 Subject to and without waiver of the foregoing objections, Defendant responds
13 as follows: Defendant will produce all relevant, responsive documents in its
14 possession, custody, or control.

15 **REQUEST NO. 2**

16 All internal ACTI communications relating to the Equipment, including, but
17 not limited to:

18 (a) Pre-Agreement communications relating to the expected Throughput for the
19 Equipment;

20 (b) Communications relating to delivery and installation of the Equipment;

21 (c) Communications regarding training of CH2E personnel;

22 (d) Communications relating to problems with the operation or performance of
23 the Equipment; and

24 (e) Communications regarding attempts to remedy or fix problems with the
25 operation or performance of the Equipment.

26 **RESPONSE TO REQUEST NO. 2**

27 Defendant objects to this Request on the grounds that it seeks information that
28

1 is neither relevant to the subject matter of this action nor reasonably calculated to lead
2 to the discovery of admissible evidence. Defendant further objects to this Request to
3 the extent it seeks information protected by the attorney-client privilege and/or
4 attorney work product doctrine and the right of privacy.

5 Subject to and without waiver of the foregoing objections, Defendant responds
6 as follows: Defendant will produce all relevant, responsive documents in its
7 possession, custody, or control.

8 **REQUEST NO. 3**

9 All communications between ACTI and any third party relating to the
10 Equipment, including, but not limited to:

- 11 (a) Pre-Agreement communications relating to the expected Throughput for the
12 Equipment;
- 13 (b) Communications relating to delivery and installation of the Equipment;
- 14 (c) Communications regarding training of CH2E personnel;
- 15 (d) Communications relating to problems with the operation or performance of
16 the Equipment; and
- 17 (e) Communications regarding attempts to remedy or fix problems with the
18 operation or performance of the Equipment.

19 **RESPONSE TO REQUEST NO. 3**

20 Defendant objects to this Request on the grounds that it seeks information that
21 is neither relevant to the subject matter of this action nor reasonably calculated to lead
22 to the discovery of admissible evidence.

23 Subject to and without waiver of the foregoing objections, Defendant responds
24 as follows: Defendant will produce all relevant, responsive documents in its
25 possession, custody, or control, if any exist.

26 **REQUEST NO. 4**

27 All blueprints, drawings, operating manuals, operating specifications or
28

1 operating parameters relating to the Equipment or the design of the Equipment,
2 including all drafts, versions and copies containing notations. This Request includes,
3 but is not limited to, the operation manual required by Section 4 of Exhibit A to the
4 Agreement at page 10 of 20.

5 **RESPONSE TO REQUEST NO. 4**

6 Defendant objects to this Request on the grounds that it seeks information that
7 is neither relevant to the subject matter of this action nor reasonably calculated to lead
8 to the discovery of admissible evidence. Defendant further objects to the extent that
9 the Request purports to interpret the obligations of Defendant under the Agreement.
10 Defendant further objects on the grounds that the request calls for disclosure of
11 confidential or proprietary information, including, but not limited to, commercial or
12 other trade secret information.

13 Subject to and without waiver of the foregoing objections, Defendant responds
14 as follows: Subject to an appropriate protective order, Defendant will produce all
15 relevant, responsive documents in its possession, custody, or control.

16 **REQUEST NO. 5**

17 All training manuals or other training materials relating to the Equipment or the
18 design of the Equipment, including all drafts, versions and copies containing
19 notations. This Request includes, but is not limited to, the training materials required
20 by Section 3 of Exhibit A to the Agreement at page 9 of 20.

21 **RESPONSE TO REQUEST NO. 5**

22 Defendant objects to this Request on the grounds that it seeks information that
23 is neither relevant to the subject matter of this action nor reasonably calculated to lead
24 to the discovery of admissible evidence. Defendant further objects to the extent that
25 the Request purports to interpret the obligations of Defendant under the Agreement.
26 Defendant further objects on the grounds that the request calls for disclosure of
27 confidential or proprietary information, including, but not limited to, commercial or
28 other trade secret information.

1 Subject to and without waiver of the foregoing objections, Defendant responds
2 as follows: Subject to an appropriate protective order, Defendant will produce all
3 relevant, responsive documents in its possession, custody, or control.

4 **REQUEST NO. 6**

5 All Documents relating to Pre-Agreement testing of any prototypes of the
6 Equipment, electronic simulations of the Equipment, or any computer program which
7 tested the design of the Equipment in any way.

8 **RESPONSE TO REQUEST NO. 6**

9 Defendant objects to this Request on the grounds that it seeks information that is
10 neither relevant to the subject matter of this action nor reasonably calculated to lead to
11 the discovery of admissible evidence. Defendant further objects on the grounds that
12 the request calls for disclosure of confidential or proprietary information, including,
13 but not limited to, commercial or other trade secret information.

14 Subject to and without waiver of the foregoing objections, Defendant responds
15 as follows: Defendant's is ongoing, but at this time, it is currently unaware of the
16 existence of any relevant, responsive documents.

17 **REQUEST NO. 7**

18 All Documents relating to testing of the Equipment, including, but not limited
19 to, testing performed prior to delivery and installation, testing performed during
20 installation, or testing as installed.

21 **RESPONSE TO REQUEST NO. 7**

22 Defendant objects to this Request on the grounds that it seeks information that
23 is neither relevant to the subject matter of this action nor reasonably calculated to lead
24 to the discovery of admissible evidence. Defendant further objects on the grounds
25 that the request calls for disclosure of confidential or proprietary information,
26 including, but not limited to, commercial or other trade secret information.

27 Subject to and without waiver of the foregoing objections, Defendant responds
28

1 as follows: Subject to an appropriate protective order, Defendant will produce all
2 relevant, responsive documents in its possession, custody, or control if any exist.

3 **REQUEST NO. 8**

4 All Documents relating to ACTI's Pre-Agreement expectations or beliefs
5 relating to the Throughput of the Equipment.

6 **RESPONSE TO REQUEST NO. 8**

7 Defendant objects to this Request on the grounds that it seeks information that
8 is neither relevant to the subject matter of this action nor reasonably calculated to lead
9 to the discovery of admissible evidence. Defendant further objects on the grounds
10 that the request calls for disclosure of confidential or proprietary information,
11 including, but not limited to, commercial or other trade secret information. Defendant
12 further objects to this Request to the extent it seeks information protected by the
13 attorney-client privilege and/or attorney work product doctrine and the right of
14 privacy.

15 Subject to and without waiver of the foregoing objections, Defendant responds
16 as follows: Subject to an appropriate protective order, Defendant will produce all
17 relevant, responsive documents in its possession, custody, or control if any exist
18 related to the equipment provided to Plaintiff.

19 **REQUEST NO. 9**

20 All Documents relating to the design of Other Equipment which uses rubber as
21 Feedstock.

22 **RESPONSE TO REQUEST NO. 9**

23 Defendant objects to this Request on the grounds that it seeks information that
24 is neither relevant to the subject matter of this action nor reasonably calculated to lead
25 to the discovery of admissible evidence. Defendant further objects that the term
26 "design" is vague and ambiguous. Defendant further objects on the grounds that the
27 request calls for disclosure of confidential or proprietary information, including, but
28

1 not limited to, commercial or other trade secret information.

2 Subject to and without waiver of the foregoing objections, Defendant responds
3 as follows: Defendant will meet and confer with Plaintiff to ascertain what particular
4 types of documents Plaintiff is seeking.

5 **REQUEST NO. 10**

6 All Documents relating to the Throughput of Other Equipment which uses
7 rubber as Feedstock.

8 **RESPONSE TO REQUEST NO. 10**

9 Defendant objects to this Request on the grounds that it seeks information that
10 is neither relevant to the subject matter of this action nor reasonably calculated to lead
11 to the discovery of admissible evidence. Defendant further objects that the term
12 “design” is vague and ambiguous. Defendant further objects on the grounds that the
13 request calls for disclosure of confidential or proprietary information, including, but
14 not limited to, commercial or other trade secret information.

15 Subject to and without waiver of the foregoing objections, Defendant responds
16 as follows: Defendant will meet and confer with Plaintiff to ascertain what particular
17 types of documents Plaintiff is seeking.

18 **REQUEST NO. 11**

19 All Documents relating to the design of Other Equipment upon which ACTI
20 relied in performing the empirical analysis referenced in Section 11.1.13 of Exhibit A
21 to the Agreement at page 15 of 20 of the Agreement.

22 **RESPONSE TO REQUEST NO. 11**

23 Defendant objects to this Request on the grounds that it seeks information that
24 is neither relevant to the subject matter of this action nor reasonably calculated to lead
25 to the discovery of admissible evidence. Defendant objects on the grounds that the
26 Request mischaracterizes the language of the Agreement. Defendant further objects
27 on the grounds that the request calls for disclosure of confidential or proprietary
28

1 information, including, but not limited to, commercial or other trade secret
2 information.

3 Subject to and without waiver of the foregoing objections, Defendant responds
4 as follows: Subject to a protective order, Defendant produce relevant, responsive
5 documents related to the demo unit upon which the empirical analysis was based.

6 **REQUEST NO. 12**

7 All Documents relating the Throughput of Other Equipment upon which ACTI
8 relied in performing the empirical analysis referenced in Section 11.1.13 of Exhibit A
9 to the Agreement at page 15 of 20 of the Agreement.

10 **RESPONSE TO REQUEST NO. 12**

11 Defendant objects to this Request on the grounds that it seeks information that
12 is neither relevant to the subject matter of this action nor reasonably calculated to lead
13 to the discovery of admissible evidence. Defendant objects on the grounds that the
14 Request mischaracterizes the language of the Agreement. Defendant further objects
15 on the grounds that the request calls for disclosure of confidential or proprietary
16 information, including, but not limited to, commercial or other trade secret
17 information.

18 Subject to and without waiver of the foregoing objections, Defendant responds
19 as follows: Subject to an appropriate protective order, Defendant will produce
20 relevant, responsive documents related to the demo unit upon which the empirical
21 analysis was based.

22 **REQUEST NO. 13**

23 All Documents relating to the results of the empirical analysis referenced in
24 Section 11.1.13 of Exhibit A to the Agreement at page 15 of 20 of the Agreement.

25 **RESPONSE TO REQUEST NO. 13**

26 Defendant objects to this Request on the grounds that it seeks information that
27 is neither relevant to the subject matter of this action nor reasonably calculated to lead
28

1 to the discovery of admissible evidence. Defendant objects on the grounds that the
2 Request mischaracterizes the language of the Agreement. Defendant further objects
3 on the grounds that the request calls for disclosure of confidential or proprietary
4 information, including, but not limited to, commercial or other trade secret
5 information.

6 Subject to and without waiver of the foregoing objections, Defendant responds
7 as follows: Subject to an appropriate protective order, Defendant will produce
8 relevant, responsive documents related to the results of demo unit upon which the
9 empirical analysis was based, if any exist in its possession, custody, or control.

10 **REQUEST NO. 14**

11 All Documents relating to the training required by Section 3.3 of Exhibit A to
12 the Agreement on page 9 of 20, including, but not limited to, any training manuals,
13 operating materials, operating parameters or software manuals, and all
14 communications relating to the training required by Section 3.3 of Exhibit A to the
15 Agreement on page 9 of 20.

16 **RESPONSE TO REQUEST NO. 14**

17 Defendant objects to this Request on the grounds that it seeks information that is
18 neither relevant to the subject matter of this action nor reasonably calculated to lead to
19 the discovery of admissible evidence. Defendant objects on the grounds that the
20 Request mischaracterizes the language of the Agreement. Defendant further objects
21 on the grounds that the request calls for disclosure of confidential or proprietary
22 information, including, but not limited to, commercial or other trade secret
23 information.

24 Subject to and without waiver of the foregoing objections, Defendant responds
25 as follows: Subject to an appropriate protective order, Defendant will produce any
26 relevant, responsive documents in its possession, custody, or control.

27 **REQUEST NO. 15**

28

1 All Documents relating to the Installation Acceptance Report and the Start-Up
2 and Training Report required by Section 3.4 of Exhibit A to the Agreement on page 9
3 of 20, including all drafts, versions and copies containing notations, and all
4 communications relating to the Installation Acceptance Report and the Start-Up and
5 Training Report.

6 **RESPONSE TO REQUEST NO. 15**

7 Defendant objects to this Request on the grounds that it seeks information that
8 is neither relevant to the subject matter of this action nor reasonably calculated to lead
9 to the discovery of admissible evidence. Defendant objects on the grounds that the
10 Request mischaracterizes the language of the Agreement. Defendant further objects
11 on the grounds that the request calls for disclosure of confidential or proprietary
12 information, including, but not limited to, commercial or other trade secret
13 information.

14 Subject to and without waiver of the foregoing objections, Defendant responds
15 as follows: Subject to an appropriate protective order, Defendant will produce any
16 relevant, responsive documents in its possession, custody, or control.

17 **REQUEST NO. 16**

18 A copy of all insurance policies held ACTI which may be used to satisfy all or
19 part of a possible judgment in this Action or to indemnify or reimburse ACTI or any
20 ACTI employee, officer or director for payments made to satisfy a possible judgment
21 in this Action.

22 **RESPONSE TO REQUEST NO. 16**

23 Defendant objects to this Request on the grounds that it seeks information that
24 is neither relevant to the subject matter of this action nor reasonably calculated to lead
25 to the discovery of admissible evidence.

26 Subject to and without waiver of the foregoing objections, Defendant
27 responds as follows: Defendant does not have any relevant, responsive documents in
28

1 its possession, custody, or control.

2 **REQUEST NO. 17**

3 All financial statements from ACTI that relate to or reflect income from the
4 sale of the Equipment.

5 **RESPONSE TO REQUEST NO. 17**

6 Defendant objects to this Request on the grounds that it seeks information that
7 is neither relevant to the subject matter of this action nor reasonably calculated to lead
8 to the discovery of admissible evidence. Defendant further objects on the grounds
9 that the request calls for disclosure of confidential financial information.

10 Subject to and without waiver of the foregoing objections, Defendant responds
11 as follows: Defendant will produce documents sufficient to show payments made by
12 Plaintiff to Defendant for the sale of the equipment.

13 **REQUEST NO. 18**

14 Documents relating to or reflecting all commissions or compensation paid by
15 ACTI to any ACTI employee, officer or director relating to the sale of the Equipment.

16 **RESPONSE TO REQUEST NO. 18**

17 Defendant objects to this Request on the grounds that it seeks information that
18 is neither relevant to the subject matter of this action nor reasonably calculated to lead
19 to the discovery of admissible evidence. Defendant further objects that the term
20 “compensation” is vague and ambiguous as stated in the Request. Defendant further
21 objects on the grounds that the request calls for disclosure of confidential financial
22 information.

23 Subject to and without waiver of the foregoing objections, Defendant responds
24 as follows: Defendant will meet and confer with Plaintiff to ascertain what particular
25 types of documents Plaintiff is seeking.

26 **REQUEST NO. 19**

27 All photographs of the Equipment, including pre-Agreement photographs,
28

1 photographs taken during installation, and photographs of the Equipment as installed.

2 **RESPONSE TO REQUEST NO. 19**

3 Defendant objects to this Request on the grounds that it seeks information that
4 is neither relevant to the subject matter of this action nor reasonably calculated to lead
5 to the discovery of admissible evidence. Defendant further objects on the grounds
6 that the request calls for disclosure of confidential or proprietary information,
7 including, but not limited to, commercial or other trade secret information.

8 Subject to and without waiver of the foregoing objections, Defendant responds
9 as follows: Defendant will produce all photographs in its possession, custody, or
10 control, if any exist, related to the Equipment provided to Plaintiff.

11 **REQUEST NO. 20**

12 All change orders received by ACTI from CH2E.

13 **RESPONSE TO REQUEST NO. 20**

14 Defendant objects to this Request on the grounds that it seeks information that
15 is neither relevant to the subject matter of this action nor reasonably calculated to lead
16 to the discovery of admissible evidence. Defendant objects to this Request on the
17 grounds that it seeks information equally available to Plaintiff. Defendant further
18 objects on the grounds that the term “change order” is undefined and therefore vague
19 and ambiguous.

20 Subject to and without waiver of the foregoing objections, Defendant responds
21 as follows: Defendant will produce all relevant, responsive documents in its
22 possession, custody, or control, if any exist.

23 **REQUEST NO. 21**

24 Records of all payments made by CH2E to ACTI relating to the Agreement or
25 the Equipment.

26 **RESPONSE TO REQUEST NO. 21**

27 Defendant objects to this Request on the grounds that it seeks information that
28

1 is neither relevant to the subject matter of this action nor reasonably calculated to lead
2 to the discovery of admissible evidence. Defendant further objects on the grounds
3 that the request calls for disclosure of confidential financial information.

4 Subject to and without waiver of the foregoing objections, Defendant responds
5 as follows: Defendant will produce documents sufficient to show payments made by
6 Plaintiff to Defendant for the sale of the equipment.

7

8 Dated: September 16, 2015

9

10

By: /s/ James Kawahito
James Kawahito
Attorneys for Defendants

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day September 2015, and pursuant to Fed. R. Civ. P. 5(b), a true and correct copy of the foregoing **DEFENDANT AMERICAN COMBUSTION TECHNOLOGIES OF CALIFORNIA, INC.'S RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS** was served via email and U.S. mail to the following:

Abran E. Vigil
Nevada Bar No. 7548
BALLARD SPAHR LLP
100 North City Parkway, Suite 1750
Las Vegas, Nevada 89106-4617
Telephone: 702.471.7000
Facsimile: 702.471.7070
Email: vigila@ballardspahr.com

Roger P. Thomasch
Gregory P. Szewczyk
BALLARD SPAHR LLP
1225 17th Street, Suite 2300
Denver, Colorado 80202-5596
Telephone: 303.292.2400
Facsimile: 303.296.3956
thomasch@ballardspahr.com
szewczyk@ballardspahr.com

/s/ Sebastian Burnside
Sebastian Burnside

EXHIBIT D

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3 CH2E NEVADA, LLC, a Nevada limited
4 liability company,

5 Plaintiffs,

6 v.

7 LATIF MAHJOOB, an individual; AMERICAN
8 COMBUSTION TECHNOLOGY
9 INCORPORATED, a California corporation;
10 DOES 1-X; and ROE COMPANIES XI-XX,
inclusive,

Defendants.

) Case No. 2:15-cv-00694-JCM-NJK

) **STIPULATED ORDER PROTECTING
CONFIDENTIAL INFORMATION**

11 Pursuant to Paragraph 6 of the Joint Discovery Plan and Scheduling Order, Federal Rule
12 of Civil Procedure 26(c), LR 16.1-3 and LR16.1-4, this Order shall govern the handling of
13 documents, depositions, deposition exhibits, responses to any discovery requests (including
14 responses to interrogatories, requests for production of documents and requests for admission),
15 inspections, examinations of premises, facilities and physical evidence, and any other
16 information produced, obtained by, given to or exchanged by or between the parties to this case
17 (“Discovery Materials”).

18 **RECITALS**

19 A. Some of the information the parties may seek, exchange or develop through
20 discovery in this case may contain or consist of information that the party producing or
21 developing the information will claim is confidential and entitled to protection under Federal
22 Rule of Civil Procedure 26(c).

23 B. Nothing in this Order is intended, nor shall it be construed, as either a waiver of
24 any dispute as to whether, or an admission that, any documents or information are or contain
25 confidential information.

26 C. Likewise, nothing contained in this Order is intended, nor shall it be construed, as
27 a waiver of any legal privilege or work product protection to which a party may be entitled.
28

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

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

DEFINITIONS

For purposes of this Order, the following definitions shall apply:

“Discovery Material” means all documents, depositions, deposition exhibits, responses to any discovery requests (including responses to interrogatories, document requests and requests for admission), inspections, examinations of premises, facilities and physical evidence, witness interviews, and any other information produced pursuant to the Federal Rules of Civil Procedure or otherwise given or exchanged by or between the parties and/or persons or entities that are not parties to this action.

“Confidential Discovery Material” means Discovery Material designated as “Confidential” under the terms of this Order.

“Producing Party” means any party or non-party to this action producing Discovery Material.

“Designating Party” means any Producing Party or other party to this action who wishes to designate or has designated Discovery Material as Confidential Discovery Material.

TERMS

Confidential Discovery Material.

1. Any Producing Party or Designating Party may designate any Discovery Material as “Confidential” under the terms of this Order. Notwithstanding anything contained in this Order, the burden shall be and remain on the Producing Party or Designating Party to demonstrate, when and if challenged, that any such designated Discovery Material contains confidential or proprietary information, or documents reflecting confidential or proprietary information, the release of which would burden and oppress a party, such that it requires the protections for which this Order provides.

2. The parties shall use Confidential Discovery Material, and any information derived from it, solely for the purposes of this case. They shall not use it for any other purpose, including, without limitation, any business or commercial purpose, or in connection with any other proceeding or litigation.

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

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

Designation Procedures.

3. Any Producing Party or Designating Party may designate Discovery Material as “Confidential” for purposes of this Order in the following manner:

(a) In the case of documents or other materials (apart from interviews, depositions or pretrial testimony), by stamping each and every page of the same with the legend “Confidential.”

(b) In the case of depositions or other pretrial testimony, by counsel’s statement on the record, at the time of such disclosure, that the testimony is “Confidential.” Or, in the alternative, a Producing Party or Designating Party may also designate testimony by written notice from its counsel to the court reporter and counsel of record for all parties in this action, specifying by page and line number the material to be classified. To be effective, any such written notice must be sent within thirty (30) days of the date on which the reporter mails a copy of the transcript to counsel for the Producing Party or Designating Party, or, if that counsel has not ordered a transcript, within thirty (30) days of the date on which the reporter notifies counsel that the original transcript is available for review. In either event, counsel shall direct the court reporter and/or counsel to affix the confidentiality stamp to any portion of the original transcript, and to that portion of all copies of the transcript, containing Confidential information and those portions of the transcript so designated shall be Confidential Discovery Material. (If and to the extent the transcript includes copies of documents previously designated as Confidential, the Designating Party need not make any other or further designation as to those documents.)

During the 30-day designation period to which the preceding paragraph refers, the parties will treat all of the deposition testimony and attached materials (at least to the extent the parties have not previously agreed this information is not “Confidential”) as Confidential absent some other agreement of the parties.

(c) In the case of any other production of Discovery Materials not otherwise covered by this Order, a written statement made by counsel for the Designating Party to counsel for the other parties to this case, that such Discovery Material or any portion thereof is “Confidential.”

(d) The parties to this Order may modify the procedures set forth in Paragraphs 3(b) through the agreement of counsel on the record at such deposition without further order.

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

1 (e) The parties agree that, notwithstanding the date on which a document was
2 produced or the date on which the original transcript of any deposition was mailed, the parties
3 shall have thirty (30) days from the entry of this Order to designate any documents or portions of
4 transcripts as Confidential. All such designations made within thirty (30) days from the entry of
5 this Order shall be treated as if designated during the timeframe provided in Paragraph 3(b).

6 4. The parties agree that any such designations shall be reasonably limited both in
7 subject matter and in time, and, where reasonably possible, shall be tailored to allow the
8 maximum unfettered use of the particular material.

9 **Disclosure of Confidential Material.**

10 5. Discovery Material designated as “Confidential” may be disclosed, summarized,
11 described, characterized, or otherwise communicated or made available in whole or in part only
12 to the following persons:

13 (a) The Court in accord with the terms and conditions of this Order, persons the
14 Court employs, and stenographers and/or court reporters transcribing the testimony or argument
15 at a hearing, trial or deposition in this case or any appeal taken in this case;

16 (b) Any named party, any counsel to that party who have entered an appearance in
17 this case, in-house counsel, legal, clerical, paralegal and secretarial staff employed or retained by
18 outside or in-house counsel, and third parties those counsel or their staff have retained to provide
19 litigation support services, including, for example, outside copying services;

20 (c) Experts or consultants the parties or counsel have retained in connection with this
21 case, provided: (i) the parties disclose Confidential Discovery Material to any expert or
22 consultant retained by counsel in connection with this action only for the purpose of enabling the
23 expert or consultant to prepare a written opinion, to prepare to testify at trial, hearings or
24 depositions in this case, or to otherwise assist counsel in the prosecution or defense of this case;
25 and (ii) before receiving any such material, the consultant or expert signs an Undertaking in the
26 form attached to this Order as Exhibit A, thereby agreeing in writing to be bound by the terms
27 and conditions of this Order, consenting to the jurisdiction of the United States District Court for
28 the District of Nevada, for purposes of enforcement of the terms of this Order, and agreeing not

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

1 to disclose or use such Confidential Discovery Material for purposes other than those permitted
2 under this Order;

3 (d) Deposition witnesses questioned by counsel of record in this case, but only to the
4 extent reasonably necessary to assist counsel in the prosecution or defense of this case, and
5 provided: (i) each such witness signs an Undertaking in the form attached as Exhibit A and
6 agrees to be bound by the terms of this Order; or (ii) if the witness refuses to sign an
7 Undertaking, and the witness' refusal is noted on the deposition record, counsel provides the
8 witness with a copy of this Order, informs the witness and the witness acknowledges that the
9 information to be communicated is Confidential, subject to the Confidentiality Order in this
10 action, may be used only in connection with that deposition and may not be communicated to
11 any other person, and that any misuse of the Confidential Discovery Material will violate the
12 Court's Order and may be punishable as contempt;

13 (e) An author or recipient of the Confidential Discovery Material to be disclosed,
14 summarized, described, characterized or otherwise communicated or made available, and which
15 author or recipient is not currently an employee of a party, but only to the extent reasonably
16 necessary to assist counsel in the prosecution or defense of this case, and provided that such
17 author or recipient signs an Undertaking in the form attached as Exhibit A and thereby agrees to
18 be bound by the terms of this Order; and

19 (f) Mediators, arbitrators, or similar outside parties and their staffs that all of the
20 parties enlist to assist in the resolution of this matter.

21 **Designation Disputes.**

22 6. A party shall be obligated to challenge the propriety of a designation of any
23 Discovery Material as "Confidential" within sixty (60) days of the date on which the Producing
24 Party or Designating Party makes that designation. If a party does not assert its challenge within
25 that sixty (60) day period, then the party's failure to do so shall preclude a subsequent challenge
26 to the designation, which failure shall be excused only on that party's showing of excusable
27 neglect under Federal Rule of Civil Procedure 60(b)(1).

28 7. If any party timely objects to the designation of any Discovery Material as

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

1 “Confidential,” the parties shall attempt to resolve the dispute in good faith on an informal basis.
2 To properly object to a “Confidential” designation, a party must provide a written identification
3 of the specific information to which the designation is objected and a detailed explanation for
4 why the objecting party believes the designation is improper. If no such written identification is
5 made, then the objection shall not be considered effective and the information will remain
6 “Confidential.” If a written identification is made, then the Producing Party or the Designating
7 Party will have fourteen (14) days to provide a response. The objecting party then must provide
8 a written response within seven (7) days or the information will remain “Confidential.” If the
9 parties are unable to resolve the dispute informally, the Producing Party or Designating Party
10 may move for relief pursuant to this Order and LR 26-7.

11 8. In any proceeding to release Confidential Discovery Material from its
12 designation, if the objecting party identifies with specificity the documents and provisions
13 thereof which it asserts should not be designated “Confidential” and states why such documents
14 and provisions thereof should not be designated as “Confidential,” the burden shall be upon the
15 Producing Party or Designating Party to establish the appropriateness of the classification under
16 Federal Rule of Civil Procedure 26(c)(1)(G). A dispute concerning confidentiality shall not
17 otherwise impede the progress of discovery.

18 9. If any party timely objects to the designation of any Discovery Material as
19 “Confidential,” the Discovery Material at issue shall continue to be treated as if it was designated
20 “Confidential” under the terms of this Order unless and until the Court rules on the motion and
21 directs some other treatment.

22 ~~10. In the event a party wishes to submit to the Court Confidential Discovery Material~~
23 ~~such that those materials would, absent this Order, otherwise be made part of the public record,~~
24 ~~the party submitting the materials shall submit the pertinent portions of any such pleadings~~
25 ~~referring to or disclosing the substance of any Confidential information—as well as the~~
26 ~~Confidential Discovery Materials themselves—only by complying with the requirements of LR~~
27 ~~10-5(b) regarding the filing of documents under seal.~~

28 11. ~~In the event that any Confidential Discovery Material is used in any Court~~

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

1 ~~proceeding in this action, counsel shall confer in good faith on such procedures as are necessary~~
2 ~~to protect the confidentiality of any such material used in the course of any Court proceedings,~~
3 ~~including, but not limited to, requesting the Court to hear counsel with respect to such~~
4 ~~information in camera. No party that has received Confidential Discovery Material shall offer~~
5 ~~Confidential Discovery Material into evidence, or otherwise tender it to the Court in any court~~
6 ~~proceeding, without first advising the Court and the Producing Party or Designating Party of its~~
7 ~~intent to do so. At that point, the Producing Party or Designating Party may seek such protection~~
8 ~~from the Court as it deems appropriate, including the exclusion of persons and witnesses from~~
9 ~~the Court and the sealing of the pertinent parts of the Court records.~~

10 12. In the event that any Confidential Discovery Material is used in any appeal from
11 this action, counsel shall confer in good faith on those procedures necessary to protect the
12 confidentiality of any such material used in the course of any appellate proceedings.

13 **Other Use of Confidential Discovery Material.**

14 13. No copies of Confidential Discovery Material shall be made except by or on
15 behalf of the persons listed in subsections (a), (b), (c) and (f) of Paragraph 5 of this Order. To
16 the extent such authorized persons require copies of Confidential Discovery Materials, any such
17 copies shall be made and used solely for the purposes of this case and in accordance with the
18 provisions of this Order.

19 14. The use of Confidential Discovery Material in this case shall not prejudice in any
20 way the rights of any person to petition the Court for such further protective measures as may be
21 necessary to protect the confidentiality of those materials.

22 15. The provisions of this Order shall, absent written permission of the Producing
23 Party or Designating Party or further order of the Court, continue to be binding throughout and
24 after the termination of this case, including, without limitation, any appeals. Within sixty (60)
25 days after receiving notice of the entry of an order, judgment or decree finally disposing of all
26 litigation in which Confidential Discovery Material was disclosed, all persons having received
27 Confidential Discovery Material shall either return those materials and all copies thereof
28 (including summaries and excerpts) to the Producing Party or Designating Party (or its counsel),

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

1 or destroy all Confidential Discovery Material and certify in writing to the Producing Party or
2 Designating Party (or its counsel) that the required destruction has occurred. Notwithstanding
3 the preceding provisions, counsel for the parties shall be entitled to retain litigation papers,
4 deposition and trial transcripts, and attorney work product that contain Confidential Discovery
5 Material or references thereto; provided, however, that counsel, and employees of counsel, shall
6 not disclose to any person nor use for any purpose unrelated to this case any such litigation
7 papers or attorney work produce except pursuant to further order of this Court or agreement with
8 the Producing Party or Designating Party.

9 16. If any person receiving and in the possession, custody or control of Confidential
10 Discovery Material is served with a subpoena, demand, or any other legal process seeking the
11 production or other disclosure of Confidential Discovery Material by any person or entity not a
12 party to this case (or not the Producing Party or Designating Party with respect to the
13 Confidential Discovery Material sought), the receiving party shall give prompt written notice to
14 the Producing Party or Designating Party, by hand delivery or facsimile transmission, within
15 forty-eight (48) hours of its receipt of the subpoena, demand or legal process. The Producing
16 Party or Designating Party shall be solely responsible for seeking any relief or protection from
17 any subpoena, demand or legal process seeking Confidential Discovery Material, and shall also
18 be solely responsible for any costs and attorneys' fees he, she or it incurs in any proceedings
19 relating to any such subpoena, demand or legal process.

20 17. In the event additional parties join or are joined in this case, or additional or
21 different counsel enter an appearance, they shall not be given access to Confidential Discovery
22 Material until the newly joined party, by its counsel, or the newly appearing counsel, as the case
23 may be, has executed the Undertaking attached as Exhibit A and provided a copy of the same to
24 all other counsel in this case.

25 18. Neither this Order, the production or receipt of Confidential Discovery Material
26 under this Order, nor otherwise complying with the terms of this Order, shall:

27 (a) Prejudice in any way the rights of the parties to object on grounds of privilege,
28 relevance, or otherwise to the production of documents or other information they consider not

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

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

subject to discovery; operate as an admission by any party that the restrictions and procedures set forth in this Order constitute adequate protection for any particular information deemed by any party to be Confidential Discovery material; or control the determination of any motion a party may bring pursuant to Rules 26 or 37 of the Federal Rules of Civil Procedure;

(b) Prejudice in any way the rights of any party to object to the authenticity or admissibility into evidence of any document (or portion thereof), testimony or other evidence subject to this Order;

(c) Prejudice in any way the rights of a party to petition the Court for a further protective order relating to any confidential information the Producing Party or Designating Party asserts it requires or should be subject to other or further protection;

(d) Prevent the parties to this Order from agreeing in writing, with the consent of the Producing Party or Designating Party, to alter or waive the provisions or protections provided for in this Order with respect to any particular Confidential Discovery Material; or

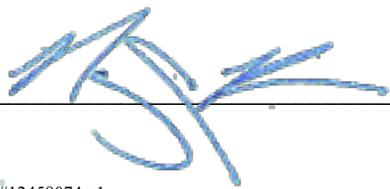
(e) Prejudice in any way the rights of a party to contest the designation of any Discovery Material as “Confidential.”

19. Nothing in this Order shall prevent any party to this case from using, for any purpose and in any manner, Confidential Discovery Material that party produced and designated as Confidential Discovery Material in connection with this case.

20. Nothing in this Order shall preclude any party from filing a motion seeking further or different protection from the Court under the Federal Rules of Civil Procedure, or from filing a motion with respect to the manner in which Confidential Discovery Material shall be treated at the trial. If any such “motion” involves discovery, it shall be made pursuant to the applicable Local Rules for such discovery procedures.

DATED this ____ day of _____, 2015.

BY THE COURT:



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

Stipulated and agreed to by the Parties this 5th day of October, 2015.

BALLARD SPAHR LLP

KAWAHITO SHRAGA & WESTRICK
LLP

/s/ Roger P. Thomasch
Abran E. Vigil
Nevada Bar No. 7548
100 North City Parkway, Suite 1750
Las Vegas, Nevada 89106-4617

/s/ James K. Kawahito
James K. Kawahito (*pro hac vice*)
Alison Rose (*pro hac vice*)
1990 South Bundy Drive
Los Angeles, CA 9002

Roger P. Thomasch (*pro hac vice*)
Gregory P. Szewczyk (*pro hac vice*)
1225 17th Street, Suite 2300
Denver, Colorado 80202-5596

***Attorneys for Defendants Latif
Mahjoob and American
Combustion Technologies, Inc.***

Attorneys for Plaintiff CH2E Nevada, LLC

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3 CH2E NEVADA, LLC, a Nevada limited liability company,
4
5 Plaintiffs,
6 v.
7 LATIF MAHJOOB, an individual; AMERICAN COMBUSTION TECHNOLOGY
8 INCORPORATED, a California corporation; DOES 1-X; and ROE COMPANIES XI-XX,
9 inclusive,
10 Defendants.

) Case No. 2:15-cv-00694-JCM-NJK
)
)

) **UNDERTAKING PURSUANT TO STIPULATED ORDER PROTECTING CONFIDENTIAL INFORMATION**
)
)

11 1. I have read the foregoing Order dated _____, 2015, that governs the
12 treatment of Confidential Discovery material in the action captioned above (the "Litigation").

13 2. I have been informed that materials being shown or provided to me contain
14 information that has been designated as Confidential Discovery Material, as defined in the Order.

15 3. I hereby represent that I have not divulged, and will not divulge, or undertake to
16 divulge, any Confidential Discovery Material except as authorized in the Order. I further
17 represent that I will not use any Confidential Discovery Material for any purpose other than the
18 Litigation, and that, at the termination of the Litigation, I will return all Confidential Discovery
19 Material with which I have been provided to the counsel from whom I received such Discovery
20 Material.

21 4. If I am in possession, custody or control of Confidential Discovery Material and am
22 served with a subpoena, demand or any other legal process seeking any portion of such
23 Confidential Discovery Material by a person not a party to this action, I shall give prompt written
24 notice, by hand or facsimile transmission within forty-eight (48) hours of receipt of such
25 subpoena, demand or legal process, to the Producing Party or Designating Party, as defined in the
26 Order, and shall, unless otherwise ordered by a Court, decline to produce the Discovery Material
27 on the basis of the existence of this Order.

28 5. I hereby agree to abide by the terms of the Order.

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

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

6. For the purposes of enforcing the terms of the Order only, I hereby submit to the jurisdiction of the United States District Court for the District of Nevada.

DATED:

Printed Name: _____

Signature: _____

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

EXHIBIT E

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CH2E NEVADA, LLC, a Nevada)	
limited liability company,)	Case No. 2:15-cv-00694-
)	JCM-NJK
Plaintiff,)	
)	
v.)	
)	
LATIF MAHJOOB, an individual;)	
AMERICAN COMBUSTION TECHNOLOGY)	
INCORPORATED, a California)	
corporation; DOES I-X; and ROE)	
COMPANIES XI-XX, inclusive,)	
)	
Defendants.)	
)	

VOLUME I

DEPOSITION OF LATIF MAHJOOB

November 4, 2015

Vivian C. Lane, CSR No. 11339
399775



(310) 207-8000 Los Angeles	(415) 433-5777 San Francisco	(949) 955-0400 Irvine	(858) 455-5444 San Diego
(310) 207-8000 Century City	(408) 885-0550 San Jose	(760) 322-2240 Palm Springs	(800) 222-1231 Carlsbad
(916) 922-5777 Sacramento	(800) 222-1231 Martinez	(702) 366-0500 Las Vegas	(800) 222-1231 Monterey
(951) 686-0606 Riverside	(818) 702-0202 Woodland Hills	(702) 366-0500 Henderson	(516) 277-9494 Garden City
(212) 808-8500 New York City	(347) 821-4611 Brooklyn	(518) 490-1910 Albany	(914) 510-9110 White Plains
(312) 379-5566 Chicago	00+1+800 222 1231 Paris	00+1+800 222 1231 Dubai	001+1+800 222 1231 Hong Kong

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

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CH2E NEVADA, LLC, a Nevada)	
limited liability company,)	Case No. 2:15-cv-00694-JCM-NJK
)	
Plaintiff,)	
)	
v.)	
)	
LATIF MAHJOOB, an individual;)	
AMERICAN COMBUSTION TECHNOLOGY)	
INCORPORATED, a California)	
corporation; DOES I-X; and ROE)	
COMPANIES XI-XX, inclusive,)	
)	
Defendants.)	

VIDEOTAPED DEPOSITION of LATIF MAHJOOB,
Volume I, taken on behalf of the Plaintiff at
2029 Century Park East, Suite 800,
Los Angeles, California, on Wednesday,
November 4, 2015 at 10:01 A.m. before
Vivian C. Lane, Certified Shorthand Reporter
No. 11339.

1 APPEARANCES:

2
3 For Plaintiff:

4 BALLARD SPAHR LLP
By: ROGER P. THOMASCH, ESQ.
-and-
5 By: GREGORY P. SZEWCZYK, ESQ.
1225 17th Street
6 Suite 2300
Denver, Colorado 80202-5596
7 (303)292-2400
thomasch@ballardspahr.com
8 szewczyk@ballardspahr.com

9 For Defendants:

10 KAWAHITO WESTRICK LLP
By: JAMES K. KAWAHITO, ESQ.
11 1990 South Bundy Drive
Suite 280
12 Los Angeles, California 90025
(310)746-5300
13 jkawahito@kswlawyers.com

14 Also Present:

15 Jesse Glen, Videographer
16 Robert A. Zecher
17
18
19
20
21
22
23
24
25

1 Q Okay. What is the thruput supposed to be on
2 that -- I understand it's a pilot unit. What's the
3 thruput to be?

4 A About 100 pound.

5 Q Per hour?

6 A Per hour.

7 Q Is this -- is this preliminary to a possible
8 purchase of a larger system?

9 A Probably, but that's not to -- for me to say.

10 Q Understood. Have -- have these folks who were
11 purchasing it told you what they are looking for in terms
12 of a larger system, what the -- what the capacity would
13 need to be?

14 A I have no idea what comes next, but right now,
15 they want to play with this to feel comfortable.

16 Q Okay. So let me -- let me just understand more
17 about -- about pilot systems.

18 There was a pilot system or there is a pilot
19 system that you made available to CH2E?

20 A Yes.

21 Q Okay. And that -- that was -- I think you told
22 me it was located in California but then got moved?

23 A They borrowed it and they took it to their own
24 site, which was in Santa Fe Spring and they operated it
25 for six months.

1 Q Okay. So they -- they borrowed it and moved it
2 to a different location in California?

3 A Yes.

4 Q Inputting plastic or rubber?

5 A You could input anything you want --

6 Q Do you know -- do you know what CH2E was
7 inputting?

8 A From my belief, they were playing with
9 tire -- well, actually originally they started with
10 plastic, and then they went with tires.

11 Q All right. So they tried both out as far as
12 you know?

13 A Yes.

14 Q Okay. Now, was that a pilot unit that you
15 built for them, or did you have it already?

16 A No, we have it. It's a test -- for testing.

17 Q Okay. At the time that you loaned, if that's a
18 fair word, the unit to CH2E, did you have any other pilot
19 units?

20 A Um, no, we didn't.

21 Q Okay. So that was your only pilot unit at that
22 time?

23 A That's true.

24 Q How many pilot units do you have now?

25 A One.

1 Q Okay. Is it the same as the one that was sold
2 to Australia?

3 A Absolute same design.

4 Q Okay. And how about the one you just delivered
5 yesterday, that's the same design, too?

6 A Yes.

7 Q Okay. So basically a pilot unit is sort of a
8 scaled-down smaller version of a big pyrolysis unit?

9 A Yes.

10 Q And it will take whatever feedstock somebody
11 wants to put in there that --

12 A Not whatever but mostly organic stuff but they
13 had -- we would always make the recommendation of what
14 temperature, what pressures should be utilized.

15 Q Okay. And the folks that you delivered the
16 unit to yesterday, the -- the pilot unit, they're trying
17 it out with tires?

18 A So they say.

19 Q Fair enough. Anyone else to whom you have sold
20 either a -- well -- well, let me take this back for a
21 minute, just make sure I understand. You didn't sell the
22 pilot unit to CH2E, you just let them use it?

23 A That's true.

24 Q But these folks yesterday actually bought the
25 pilot unit?

1 up, to like 8, 900 degrees, it still travels on the part
2 of a tire, you know, it looks like a part of the tire.

3 Q Yeah?

4 A And it travels.

5 Q And it drops by virtue of gravity?

6 A Yeah. It just -- it just drops, and, you know,
7 we get 'em out.

8 Q Is there -- how far is it from the ash
9 discharge to where the gas exits?

10 MR. KAWAHITO: Hold on. I'm going to object.

11 THE WITNESS: It really -- yeah, I don't -- I mean,
12 I can't -- any number I give you is wrong.

13 BY MR. THOMASCH:

14 Q Okay. But to the extent that this gives the
15 impression that the gas vapors exit from the upper
16 retort, that's not actually the way it works?

17 A No, no, that's not.

18 Q Okay. Now, let's just go to the next page, 11.
19 This is a -- I take it a photo of the system you sold to
20 the folks in Korea?

21 A Yes.

22 Q Now, it says the tires are part of the
23 feedstock.

24 Is that your understanding?

25 A No. This is -- this is -- again, like I told

1 you, this is a pilot unit.

2 Q Oh, it is?

3 A Yeah. I mean, if you fed tires, it would
4 handle; if you fed MSW, you handle; if you fed plastic,
5 you handle; if you fed coal, it will handle. All you
6 have to do is go in the program and program it for that
7 material and it can. This is just a show. It's is not
8 even an installation. I mean, it's not a commercial
9 unit. It's just like 250-pounds-per-hour unit.

10 Q Well, is the unit that's in this picture in
11 Korea?

12 A Well, the last time I sold it to Korea, it was
13 in Korea; so I don't know where it is --

14 Q Okay.

15 A -- right now.

16 Q But this is a pilot unit, not an actual
17 production unit?

18 A No.

19 Q Which?

20 A No, it's not a production unit.

21 Q It's a pilot unit?

22 A (No audible response).

23 Q Okay.

24 A It's for show and tell.

25 Q They bought a pilot unit?

1 A It was just for training and -- and they run a
2 lot.

3 The purpose was not where you're going. The
4 purpose was they were trying to make very clean oil out
5 of tire oil and they were running it and making oil and
6 they were trying to filter it, clean it and -- and they
7 were trying to manufacture something to clean the tire
8 oil.

9 Q Okay. Now, once they order the full-scale
10 production unit, did you make any changes in the way the
11 full-scale production unit operated from the way the
12 pilot system operated, or was it just a bigger version of
13 the pilot system?

14 A Um, the full production unit is well-more
15 equipped with the -- you know, with a lot of stuff; like
16 on a -- on a small unit, we have a gearboxes that are not
17 as slow as the full production unit. What we do is to
18 compensate for that stop and operate, stop and operate on
19 those. On the big unit, we put the gearboxes that are
20 like about, you, know, 15, \$16,000 that makes the unit
21 run very, very slow. So other than that, everything else
22 is the same.

23 Q You just increase the size, so to speak?

24 A Yes.

25 Q But the -- the process is the same?

1 really do.

2 MR. KAWAHITO: Hey, Roger?

3 MR. THOMASCH: Yeah.

4 MR. KAWAHITO: It's about 3:00. Do you want to take
5 a quick and then --

6 MR. THOMASCH: Uh --

7 THE REPORTER: I actually need a break.

8 MR. THOMASCH: Give me just two minutes here.

9 BY MR. THOMASCH:

10 Q Do you make that -- what sounds like a complex
11 set of calculations -- I take it that's a pretty complex
12 calculation -- do you make that set of calculations
13 every -- for every unit that you design and sell?

14 A We do.

15 Q And do you do it personally, or does somebody
16 else do it?

17 A I do it personally.

18 Q Is that written down anywhere for the CH2E
19 unit?

20 A Yes.

21 Q Where is it written down?

22 A On my computer. It's proprietary information.

23 Q If we have an appropriate protective order in
24 this case, is that something you're willing to produce?

25 A If I make sure that it doesn't go anywhere, we

1 would be more than happy to give it to you.

2 Q Okay. And that would show us the calculations
3 you made for the unit you sold to CH2E?

4 A Yeah.

5 Q Okay. And then once you've done these
6 calculations, do you -- do they then get embodied in
7 drawings --

8 A Yeah.

9 Q -- or schematics?

10 A Yes.

11 Q Do you have those drawings or schematics for
12 the CH2E unit?

13 A Yes, of course.

14 Q On your computer?

15 A Not on my computer, but on the computers in --

16 Q On computers at the business?

17 A Right.

18 Q Can you produce those for us also?

19 A Yes. And those are highly proprietary
20 information.

21 Q Understood. And we would work with your lawyer
22 to be sure you were protected.

23 A Yeah. But I don't know who you're going to
24 share it with, so, you know --

25 Q Well, we'll -- we'll take care of that among

1 the lawyers, okay, and you can approve it?

2 A Yeah.

3 Q But you understand that we've never seen any
4 calculations or drawings, and this would help us a lot to
5 see those?

6 A Well, we never show calculations or drawings.
7 Otherwise, I'll be out of business.

8 Q But you -- but there are such things?

9 A This is what happened is -- what happened is
10 that CH2E hired people that were also a breach of
11 contract with us, and they hired people that were -- we
12 didn't want 'em to be involved in our technology.
13 Without our permission they hired people they are our
14 competition, and they were involved in -- in there in the
15 technology and I -- I can even -- you know, I -- I know
16 who they hired and what they did.

17 Q Who was that?

18 A I -- I -- I don't have the names, but I know
19 'em -- you know, I have them written.

20 Q They hired folks that worked for your
21 competition?

22 A They hired folks who destroyed already a
23 company that was with the same technology, and they hired
24 it on this unit and I warned him and I said, "Don't do
25 that. Let me take over. And in two months I will, you

1 testimony.

2 BY MR. THOMASCH:

3 Q Go ahead. Yeah.

4 A I don't know the gentleman that well. I found
5 out through sources that he was the cause of a bankruptcy
6 in the other company. So when you bring somebody like
7 that who doesn't have a lot of experience, it's -- it's a
8 bad cause. I promised Burak that I would -- I would take
9 care of the system and that was not necessary to go hire
10 somebody else on -- bringing it on our system.

11 Q Okay. Now, just to be -- so I'm clear on this,
12 the calculations and the drawings that you prepared for
13 the system you sold to CH2E, those existed at the time
14 you sold it, it's not something you've made up since
15 then?

16 A No.

17 Q Excuse me for asking, but I need to do that.

18 A No. We first designed and then -- you have to
19 remember it's both of the units, the small unit and the
20 large unit. When it comes to it, it's almost the same,
21 very -- they work similarly, they work with the same
22 resident time but -- and they're same technology; you
23 know, so when a unit work with 100 pound, the larger unit
24 would work with three ton. And that's -- so the two
25 designs are based on the same calculation and they're

1 very, very similar. It might be like a foot long or a
2 foot short or something like that.

3 The longer unit is more forgiving actually --
4 they are forgiving than the smaller units because smaller
5 units you are limited. So the -- the technology is not
6 changed. The same calculation is not done for the small
7 unit. It's the same calculation done for the large unit.

8 Q When you say small, you mean the pilot unit?

9 A The pilot unit.

10 Q But did you do the calculations for the larger
11 unit, or are you telling me you took the ones for the
12 smaller unit?

13 A No. Every one of them, we do individually the
14 calculation for them.

15 Q All right. And please I'm not implying
16 anything by this. I just have to make sure it's clear on
17 the record.

18 The -- the calculations and the drawings that
19 you did for the unit you sold CH2E, you did back when you
20 sold it to them, not -- not more recently than that?

21 A Oh, yeah absolutely.

22 Q You had it when you sold it to them?

23 A Yes.

24 Q Okay.

25 A Otherwise -- you have to design the unit, yes.

1 "Milestones."

2 You got that?

3 A Yes.

4 Q Okay. So the left-hand column is "Timing" and
5 "Days from effective date."

6 And so you got zero days from effective date,
7 so that would mean on the effective date the stuff in the
8 first box had to be done, right?

9 A Yes.

10 Q Okay. And you had to provide CH2E with -- and
11 I'm looking at the third item -- "complete drawings for
12 the pyrolysis system."

13 A Yes.

14 Q Did you do that?

15 A Yes.

16 Q Well, you didn't provide them with the drawings
17 you told us about a few minutes ago, did you?

18 A No. We gave them an assembly drawing,
19 dimensions and all the stuff so they can -- for
20 installation.

21 Q Complete drawings for the system you gave them?

22 A Yes.

23 Q Okay. Where are those?

24 A I don't know.

25 Q Do you still have them?

1 A Yes.

2 Q Did you produce them to your lawyer?

3 A Yeah -- no. He didn't ask for them, so, no, we
4 didn't.

5 Q All right. So you're telling me that the
6 drawings that are described here, complete drawings for
7 the pyrolysis system, you do have?

8 A For -- for assembly for -- yeah, for
9 installation.

10 Q And you -- you got them?

11 A Yes.

12 Q Okay. You didn't give them to your lawyer yet?

13 A No.

14 Q Okay. But you will give them to your lawyer?

15 A Yeah.

16 Q And are you saying that you gave those to CH2E
17 right at the outset on the effective date?

18 A Installation drawings, yes.

19 Q As contrasted to what? This says complete
20 drawings.

21 A Yeah. This is complete installation drawings.

22 Q The word "installation" isn't in there .

23 I'm trying to understand the difference

24 between --

25 A Okay. So the drawings are -- one is design

1 drawings, which we give to nobody.

2 Q Okay. Go ahead.

3 A And one is installation drawings that will give
4 you a three-dimensional drawing and will give you a -- a
5 layout drawing of the system.

6 Q Okay.

7 A And we give those. And also we had those and
8 that's how we installed the units and connected to each
9 other.

10 Q Okay. Any other -- you're helping me out now
11 on with what the drawings talk about. One is design
12 drawings. One is installation drawings.

13 Any other categories of drawings, or is that?

14 A That's -- the P&ID drawings and stuff like
15 that, but we don't -- you don't need those. You need
16 just the installation drawings.

17 Q Okay. And the installation drawings you do
18 have?

19 A Yes.

20 Q Okay. And you say you did give them to CH2E?

21 A Yes, and that's how we installed the -- the
22 unit.

23 Q Understood.

24 The design drawings you also have?

25 A Yes.

1 Q But you didn't give those to CH2E?

2 A No. Those are ours.

3 Q Okay. The next item is at the 30-day mark. It
4 says, "Complete list and pricing of all recommended spare
5 parts for [the] system."

6 Did you provide that?

7 A That's not for them. These are all our
8 milestones, not yours.

9 Q What do you mean by that? I guess I don't know
10 what that means.

11 A This is a milestone that we're going to finish
12 the unit to -- ready to ship for 180 -- in a 180 days.

13 Q Oh, sure. But it's -- it's an obligation you
14 have under the contract.

15 A Well, we did those obligation. That's why we
16 shipped the unit in six months.

17 Q All right. Well, let's see if we can't use an
18 easier one.

19 Let's go down to the 60-day mark, okay?

20 Submit detailed equipment and arrangement
21 drawings needed for preparation of installation site by
22 Purchaser."

23 A We did give them.

24 Q All right. So are those different than the
25 drawings you talked about a minute ago --

1 the above chart have been calculated based in part on,"
2 and then you see there's like -- like four subcategories
3 there?

4 A Yes.

5 Q I don't see in there anything about the size of
6 the pieces of rubber that are the feedstock.

7 Where is that set out, if it is set out
8 anywhere?

9 A The -- the two-inch pieces?

10 Q Yeah. Where -- where is that?

11 A They're somewhere in the contract, so --

12 Q It is?

13 A Yes.

14 Q Okay. And then let me ask you, if you go down
15 a little further, it says, "Seller" -- I'm about halfway
16 down. It says, "Seller has empirically established what
17 Seller plovers are predictable, repeatable [sic.] system
18 [entry] efficiencies."

19 Do you see that?

20 A Yes.

21 Q Okay. When it says "empirically established,"
22 is that talking about the pilot system or something else?

23 A From the pilot system -- and we did a lot of
24 testing on tires. This -- the problem is that this is
25 for automobile tires.

1 of the testimony given by the witness. (Fed. R. Civ. P.
2 30(f)(1)).

3 Before completion of the deposition, review of
4 the transcript [] was [XX] was not requested. If
5 requested, any changes made by the deponent (and
6 provided to the reporter) during the period allowed, are
7 appended hereto. (Fed. R. Civ. P. 30(e)).

8
9
10 Dated: November 9, 2015

11
12
13 
14 _____

EXHIBIT F

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

1 Abran E. Vigil
Nevada Bar No. 7548
2 BALLARD SPAHR LLP
100 North City Parkway, Suite 1750
3 Las Vegas, Nevada 89106-4617
Telephone: 702.471.7000
4 Facsimile: 702.471.7070
Email: vigila@ballardspahr.com

5 Roger P. Thomasch
6 Gregory P. Szewczyk
BALLARD SPAHR LLP
7 1225 17th Street, Suite 2300
Denver, Colorado 80202-5596
8 Telephone: 303.292.2400
Facsimile: 303.296.3956
9 thomasch@ballardspahr.com
szewczykkg@ballardspahr.com

10 Attorneys for Plaintiff

11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**

13 CH2E NEVADA, LLC, a Nevada limited
14 liability company,)

15 Plaintiff,)

16 v.)

17 LATIF MAHJOOB, an individual; AMERICAN)
COMBUSTION TECHNOLOGY)
18 INCORPORATED, a California corporation;)
DOES 1-X; and ROE COMPANIES XI-XX,)
19 inclusive,)

20 Defendants.)
21 _____)

Case No. 2:15-cv-00694-JCM-NJK

**PLAINTIFF’S SECOND SET OF
DOCUMENT REQUESTS TO
DEFENDANT ACTI**

22 Pursuant to Federal Rule of Civil Procedure 24, Plaintiff CH2E Nevada, LLC, by and
23 through undersigned counsel, BALLARD SPAHR LLP, hereby submits the following Second Set of
24 Document Requests (the “Requests”) to Defendant American Combustion Technology
25 Incorporated (“ACTI”), and requests that ACTI produce the documents described herein, within
26 thirty (30) days of service of these requests, in accordance with the Court’s Joint Discovery Plan
27 and Scheduling Order entered by this Court on June 26, 2015 [ECF No. 20] and the Stipulation
28 to Amend the Joint Discovery Plan and Scheduling Order entered by the Court on December 21,

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

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

2015 [ECF No. 35].

1. “CH2E” means Plaintiff CH2E Nevada, LLC, or any person acting on CH2E’s behalf, including, but not limited to, its agents, servants, employees, members, managers, officers, independent contractors and attorneys.

2. “ACTI,” “You” and “Your” means Defendant American Combustion Technology Incorporated or any other person acting on ACTI’s behalf, including, but not limited to, its agents, servants, employees, managers, officers, board of directors, owners, independent contractors and attorneys.

3. “Agreement” means the Purchase Agreement dated August 30, 2012 entered into by CH2E and ACTI, a copy of which is attached hereto as Exhibit 1.

4. “Equipment” means the machinery, equipment, technologies and systems as defined in Recital B in the Agreement.

5. “Other Equipment” means any other machinery, equipment, technologies or systems designed and/or manufactured by ACTI which produces energy commodities from renewable resources.

6. “Pilot Unit” means the pilot plant that ACTI allowed CH2E to use in Santa Fe Springs, California, in 2012 during the Pre-Agreement time period.

7. “Plant” means the CH2E plant located in Hudson, Colorado.

8. “Mahjoob” means Latif Mahjoob.

9. “Mahjoob Transcript” means the transcript from the November 4, 2015 deposition of Mahjoob.

10. “Document” or “Documents” means any written, recorded or graphic material in Your possession, custody or control, regardless of its location, whether produced, reproduced, or on paper, cards, tapes, film, electronic facsimile, computer storage devices or any other media, and shall include, without limitation, all correspondence, notes, memoranda, tapes, contracts, certificates, computer tapes, cards and disks, electronic mail, text messages, internet postings, minutes, records, diaries, logs, books, journals, bookkeeping entries, financial statements, tax returns, invoices, checks, canceled checks, drafts, promissory notes, money orders, negotiable

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

1 instruments, letters of credit, books of account, diaries, pay stubs, expense vouchers, bank
2 statements, telephone reports, analyses, lab books, test results, studies, drawings, charts,
3 photographs, films, videotapes, pamphlets, periodicals, appointment calendars, cables, wires,
4 telegrams, telexes, records and recordings of oral conversations, work papers, and any non-
5 identical copies of any document, including drafts, postscripts, addenda, changed versions and
6 copies of originals on which any notation has been made, and includes all such documents in
7 Your possession, custody or control or in the possession, custody or control of Your present or
8 former agents, representatives or attorneys or any and all persons acting on their behalf,
9 including documents at any time in the possession, custody or control of such individuals or
10 entities known by You to exist.

11 11. “Communication” or “communications” means every manner or means of
12 disclosure, transfer, or exchange of information, whether oral, electronic, by document, or
13 otherwise.

14 12. “Person” means any natural person, partnership, joint venture, cooperative, or
15 unincorporated association, public or private corporation, public entity or other entity, or any
16 affiliate, officer, director, employee, agent, representative or attorney of any of the foregoing.

17 13. “Relate to” or “relating to” means in connection with, describing, discussing,
18 explaining, analyzing, reflecting, summarizing, evidencing, embodying, constituting,
19 comprising, or in any way pertaining in whole or in part, directly or indirectly, to the subject
20 matter of the Request.

21 **INSTRUCTIONS**

22 1. You are to produce all non-identical originals, drafts, copies, and photocopies of
23 the Documents requested. A Document shall be deemed identical to another copy or version of
24 the same Document only if it bears, contains, or includes no writing, signatures, names, notes,
25 marks, words, letters, numbers, signs, stamps, symbols, sounds, or combinations thereof different
26 from those of the other copy of version.

27 2. Each Request contained herein extends to all Documents in the possession,
28 custody or control of You and/or anyone acting on Your behalf. A Document is deemed to be in

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

1 Your possession, custody or control if it is in Your physical custody, or if it is in the physical
2 custody of any other Person and You: (1) own such Document on any terms; (2) have an
3 understanding, express or implied, that You may use, inspect, examine or copy such Document
4 on any terms; or (3) have, as a practical matter, been able to use, inspect, examine, or copy such
5 Document when You sought to do so. If any Document was ever, but no longer is, in Your
6 possession, custody or control, state what disposition was made of such Document and when.

7 3. Your search for Documents responsive to these Requests must include a review of
8 all ACTI Documents, including all electronic files, emails, shared drives and local drives, as well
9 as all hard copy files. This search must include the emails, electronic and hard copy files of all
10 ACTI employees and cannot be limited to only Mahjoob or Dennis Simpson.

11 4. Your search for Documents responsive to these Requests must include a review of
12 all backup drives and file sources.

13 5. All Documents shall be produced in accordance with the Joint Discovery Plan and
14 Scheduling Order entered by this Court on June 26, 2015. [ECF No. 20]. Where reasonably
15 practicable, please produce Documents in a manner as will facilitate their identification with the
16 particular Request(s) to which they are responsive.

17 6. If any Document is withheld because a privilege is claimed, identify each such
18 Document (by date, title, author, addressees, Persons copied, number of pages, and subject
19 matter), the number of the Request that calls for its production, the privilege claimed, and
20 whether any non-privileged or non-protected matter is included in the Document.

21 7. These Requests shall be deemed continuing so as to require further and
22 supplementary production promptly if You receive, generate, or discovery additional Documents
23 called for herein between the time of original production and the time of any evidentiary hearing
24 or trial.

25
26
27
28

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 22

All Documents relating to or reflecting any visits to the Plant by Mahjoob, including, but not limited to, any calendars, diaries, expense reports, receipts, travel tickets, notes, emails and memoranda as described in the Mahjoob Transcript at 8:9-16 and 9:8-11.

REQUEST NO. 23

All Documents relating to the startup of the Equipment at the Plant, including, but not limited to, all emails, memoranda, notes and reports written by Aram Sarkissiam, or any other ACTI employee, contractor or agent, as described in the Mahjoob Transcript at 41:13-42:5.

REQUEST NO. 24

All pictures taken by You relating to the Equipment or the Plant, including, but not limited to, the pictures described in the Mahjoob Transcript at 48:4-7.

REQUEST NO. 25

All communications between you and Francis Beland, including any text messages and emails, between January 1, 2011 and the present.

REQUEST NO. 26

All communications between you and Ashley Day, including any text messages and emails, between January 1, 2011 and the present.

REQUEST NO. 27

All Documents drafted, edited, approved, reviewed, received, sent or maintained by ACTI, its personnel, employees, agents, contractors or representatives, relating to the Equipment or CH2E, including, but not limited to:

- (i) Aram Sarkissiam;
- (ii) Dennis Simpson;
- (iii) Kice Mahjoob;
- (iv) Gustavo Valencia;
- (v) Bob Timme;

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

- 1 (vi) Mort Zaghian;
- 2 (vii) Lila Mahjoob;
- 3 (viii) Bernard Aiken;
- 4 (ix) John Paul Velasco;
- 5 (x) “Ryan D”, the CAD Draftstman who used or uses the email address
- 6 “ryan@american-combustion.com”; and
- 7 (xi) “Rebeca”, who used or uses the email address “rebeca@american-
- 8 combustion.com”.

9 **REQUEST NO. 28**

10 All Documents relating to the research performed by ACTI or Mahjoob regarding the
11 pyrolysis of tires and performance of ACTI Equipment and Other Equipment, including, but not
12 limited to, the mathematical calculations, theoretical studies, results from the dozens of tests,
13 empirical statistics from the Pilot Unit, empirical statistics from any other pilot unit, empirical
14 statistics from Other Equipment, the summary of findings and supporting evidence for such
15 summary of findings, as described in the Mahjoob Transcript at 94:10-95:9, 97:3-12, 111:19-
16 112:15, 112:24-113:15, 113:20-114:9, 253:17-254:5 and 254:17-255:255.

17 **REQUEST NO. 29**

18 The binder of information allegedly sent with the Equipment to CH2E, including, but not
19 limited to, the operations manual, burner manual and electrical drawings as described in the
20 Mahjoob Transcript at 150:15-151:9 and 244:6-8.

21 **REQUEST NO. 30**

22 All audited financial statements of ACTI from 2011 to the present as described in the
23 Mahjoob Transcript at 177:2-178:2.

24 **REQUEST NO. 31**

25 All calculations, designs, drawings, schematics and other Documents relating to the
26 design of the Equipment described in the Mahjoob Transcript at 188:10-189:20 and 236:21-
27 237:4.

28

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

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

REQUEST NO. 32

All calculations, designs, drawings, schematics and other Documents relating to the design of the Pilot Unit.

REQUEST NO. 33

All calculations, designs, drawings, schematics and other Documents relating to the design of the burner box as described in the Mahjoob Transcript at 302:19-304:8.

REQUEST NO. 34

All Documents relating to the negotiation of the Agreement, including, but not limited to, all drafts, emails or other Documents exchanged between Mahjoob and Francis Beland, Mahjoob and Ashley Day, and Mahjoob and any personnel from Stansell & Associates, as described in the Mahjoob Transcript at 196:8-197:22 and 200:8-201:6.

REQUEST NO. 35

All Documents and records relating “dry run” of the Equipment at ACTI’s facility prior to shipment to the Plant as described in the Mahjoob Transcript at 140:17-241:8.

REQUEST NO. 36

All Documents relating to training any customer of ACTI on how to operate the Equipment or Other Equipment.

REQUEST NO. 37

All Documents relating to ACTI’s representation in the Agreement, Exhibit A Section 11, that it has “empirically established what [ACTI] believes are predictable, replicable system efficiencies,” including, but not limited to, the tests described in the Mahjoob Transcript at 253:17-254:5 and 254:17-255:255.

REQUEST NO. 38

All Documents relating to any crash of ACTI’s computers, including, but not limited to, reports or conclusions of the outside firm retained to recover ACTI’s data regarding the success of its efforts to recover ACTI’s data as described in the Mahjoob Transcript at 198:4-199:6.

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

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

REQUEST NO. 39

Documents sufficient to identify all email servers utilized by ACTI from January 1, 2011 through the present, including all companies which have assisted in maintaining each email server.

REQUEST NO. 40

Documents sufficient to identify any systems used by ACTI to back up electronic or hard copy documents from January 1, 2011 until the present.

Dated: April 4, 2016.

BALLARD SPAHR LLP

/s/ Gregory P. Szewczyk
Roger P. Thomasch
Gregory P. Szewczyk
1225 17th Street, Suite 2300
Denver, Colorado 80202-5596

Abran E. Vigil
Nevada Bar No. 7548
100 North City Parkway, Suite 1750
Las Vegas, Nevada 89106-4617

Attorneys for Plaintiff CH2E Nevada, LLC

CERTIFICATE OF SERVICE

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

I hereby certify that on the 4th day of April 2016, and pursuant to Fed. R. Civ. P. 5(b), a true and correct copy of the foregoing **PLAINTIFF’S SECOND SET OF DOCUMENT REQUESTS TO DEFENDANT ACTI** was served via email to the following:

Hector Carbajal
Matthew C. Wolf
CARBAJAL & MCNUTT, LLP
625 South Eighth Street
Las Vegas, Nevada 89101
Telephone: (702) 384-1170
Facsimile: (720) 384-5529
hjc@cmlawnv.com
mcw@cmlawnv.com

James K. Kawahito
Alison Rose
KAWAHITO SHRAGA & WETRICK LLP
1990 South Bundy Drive
Los Angeles, CA 90025
Telephone: (310) 746-5300
jkawahito@kswlawyers.com
arose@kswlawyers.com

s/Katya H. Moses
Katya H. Moses

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

EXHIBIT G

1 JAMES KAWAHITO (admitted *pro hac vice*)
KAWAHITO WESTRICK LLP
2 10474 Santa Monica Blvd., Suite 405
Los Angeles, California 90025
3 Telephone: (310) 746-5300
Facsimile: (310) 593-2520
4 jkawahito@kswlawyers.com

5 HECTOR CARBAJAL
Nevada Bar No. 6247
6 MATTHEW C. WOLF
Nevada Bar No. 10801
7 CARBAJAL & MCNUTT LLP
625 South Eighth Street
8 Las Vegas, Nevada 89101
Telephone: (702) 384-1170
9 Facsimile: (702) 384-5529
hjc@cmlawnv.com
10 mcw@cmlawnv.com

11 Attorneys for Defendants
Latif Mahjoob and
12 *American Combustion Technologies*
of California, Inc.
13

14 **UNITED STATES DISTRICT COURT**
15 **FOR THE DISTRICT OF NEVADA**

16 CH2E NEVADA LLC, a Nevada limited
17 liability company,

18 Plaintiffs,

19 vs.

20 LATIF MAHJOOB, an individual;
21 AMERICAN COMBUSTION
TECHNOLOGIES OF CALIFORNIA,
22 INC., a California corporation; DOES 1-X;
and ROE COMPANIES XI-XX, inclusive,
23

24 Defendants.

Case No. 2:15-cv-00694-JCM-NJK

**DEFENDANT AMERICAN COMBUSTION
TECHNOLOGIES OF CALIFORNIA, INC.'S
RESPONSES TO PLAINTIFF'S SECOND
SET OF DOCUMENT REQUESTS**

1 PROPOUNDING PARTY: PLAINTIFF CH2E NEVADA, LLC
2 RESPONDING PARTY: DEFENDANT AMERICAN COMBUSTION
3 TECHNOLOGIES OF CALIFORNIA, INC
4 SET NO: TWO

5 Pursuant to FEDERAL RULE OF CIVIL PROCEDURE 34, Defendant American Combustion
6 Technologies of California, Inc. (“Defendant” or “ACTI”) hereby objects and responds to the
7 second set of requests for production of documents propounded by Plaintiff CH2E Nevada, LLC as
8 follows:

9 **PRELIMINARY STATEMENT**

10 Defendant has not completed her investigation of the facts relating to this case, her discovery
11 in this action, nor her preparation for trial. The responses contained herein are based only upon the
12 information and documents presently available to and known by Defendant. Defendant’s responses
13 are based only upon the reasonably diligent inquiry of persons and investigation of information and
14 documents which are presently and specifically known by Defendant. Nothing contained herein
15 shall be used to preclude Defendant from further research and investigation of the facts or from
16 presentation of the results of that research and investigation to the trier of fact at the time of trial.

17 The following responses are provided without prejudice to the right of Defendant to produce
18 and introduce at the time of trial subsequently discovered evidence relating to the proof of presently
19 known material facts, and to produce and introduce all evidence whenever discovered relating to the
20 proof of subsequently discovered material facts. Moreover, because the facts and evidence now
21 known may be improperly understood, or the relevancy or consequence of certain facts and
22 evidence may be imperfectly understood, such facts and evidence in good faith may not be included
23 in the following responses. Defendant reserves the right to refer to, conduct discovery with
24 reference to, or offer into evidence at the time of trial, any and all documents and things or
25 testimony notwithstanding the responses and objections interposed herein.

26 **GENERAL OBJECTIONS**

27 The following general objections (“General Objections”) are incorporated by reference into
28 each of Defendant’s responses to the requests for production.

1 1. Defendant objects to the Requests to the extent they seek documents that are
2 not material and/or beyond the scope of permissible discovery.

3 2. Defendant objects to the Requests to the extent they seek documents not
4 relevant to any claim or defense in this action and are not reasonably calculated to lead to the
5 discovery of admissible evidence.

6 3. Defendant objects to each and every request for production to the extent that
7 it seeks information that is subject to any privilege, including, but not limited to, the attorney-client
8 privilege, the attorney work product doctrine, the common interest privilege, or the joint defense
9 privilege. In the event any privileged information is disclosed in these responses, such disclosure is
10 inadvertent and is not intended to be, and shall not be deemed, a waiver of such privilege.

11 To the extent any request could be interpreted to call for any privileged documents,
12 communications, or work product generated subsequent to the filing of the Complaint in this action,
13 Defendant will not produce any such information and will not reflect the existence of any such
14 information on a privilege log, as to do so would be burdensome and unreasonable, and in and of
15 itself would invade the attorney-client privilege.

16 4. Defendant objects to each request for production to the extent it seeks
17 information that is confidential, proprietary, a trade secret or private, or otherwise calls for
18 information protected by the right of privacy contained in the Constitution of the State of Nevada, in
19 the United States Constitution, or any other applicable privilege or protection recognized under
20 statute or applicable case law. Nothing contained in these responses is intended to be or should be
21 considered a waiver of any right of confidentiality or privacy. In the event any protected
22 information is disclosed in these responses, such disclosure is inadvertent and is not intended to be,
23 and shall not be deemed, a waiver of such privilege. To the extent Defendant has agreed herein to
24 produce any responsive documents reflecting such confidential or private information, such
25 documents will only be produced upon entry of a suitable protective order.

26 5. Defendant objects to the requests for production to the extent that they
27 purport to impose requirements on Defendant that are above and beyond those requirements
28 imposed by law on the grounds that such requirements are unduly burdensome and oppressive.

1 6. Defendant objects to each and every request for production to the extent the
2 documents and things called for are already in the possession of or equally available to Plaintiff.

3 7. Defendant objects to each request for production to the extent it is vague,
4 ambiguous, and incomprehensible or otherwise lacks sufficient precision and thereby requires
5 Defendant to engage in conjecture as to its meaning.

6 8. Defendant objects to the Requests to the extent they seek documents not in
7 the possession, custody or control of Defendant.

8 9. Defendant objects to the definition of the term "DOCUMENT" on the
9 grounds that it purports to impose requirements on Defendant that are above and beyond those
10 requirements imposed by law on the grounds that such requirements are unduly burdensome and
11 oppressive.

12 **REQUEST NO. 22**

13 All Documents relating to or reflecting any visits to the Plant by Mahjoob, including, but not
14 limited to, any calendars, diaries, expense reports, receipts, travel tickets, notes, emails and
15 memoranda as described in the Mahjoob Transcript at 8:9-16 and 9:8-11.

16 **RESPONSE TO REQUEST NO. 22**

17 Defendant objects to this Request on the grounds that it seeks information that is neither
18 relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of
19 admissible evidence. Defendant objects to each request for production to the extent it is vague,
20 ambiguous, and incomprehensible or otherwise lacks sufficient precision and thereby requires
21 Defendant to engage in conjecture as to its meaning. Defendant further objects to this Request to
22 the extent it seeks information protected by the attorney-client privilege and/or attorney work
23 product doctrine and the right of privacy.

24 Subject to and without waiver of the foregoing objections, Defendant responds as follows:
25 Defendant will produce non-privileged, relevant, responsive documents in its possession, custody,
26 or control.

27 **REQUEST NO. 23**

28 All Documents relating to the startup of the Equipment at the Plant, including, but not

1 limited to, all emails, memoranda, notes and reports written by Aram Sarkissiam, or any other ACTI
2 employee, contractor or agent, as described in the Mahjoob Transcript at 41:13-42:5.

3 **RESPONSE TO REQUEST NO. 23**

4 Defendant objects to this Request on the grounds that it seeks information that is neither
5 relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of
6 admissible evidence. Defendant objects to each request for production to the extent it is vague,
7 ambiguous, and incomprehensible or otherwise lacks sufficient precision and thereby requires
8 Defendant to engage in conjecture as to its meaning. Defendant further objects to this Request to
9 the extent it seeks information protected by the attorney-client privilege and/or attorney work
10 product doctrine and the right of privacy.

11 Subject to and without waiver of the foregoing objections, Defendant responds as follows:
12 Defendant will produce non-privileged, relevant, responsive documents in its possession, custody,
13 or control.

14 **REQUEST NO. 24**

15 All pictures taken by You relating to the Equipment or the Plant, including, but not limited
16 to, the pictures described in the Mahjoob Transcript at 48:4-7.

17 **RESPONSE TO REQUEST NO. 24**

18 Defendant will produce all pictures in its possession, custody, or control.

19 **REQUEST NO. 25**

20 All communications between you and Francis Beland, including any text messages and
21 emails, between January 1, 2011 and the present.

22 **RESPONSE TO REQUEST NO. 25**

23 Defendant objects to this Request on the grounds that it seeks information that is neither
24 relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of
25 admissible evidence.

26 Subject to and without waiver of the foregoing objections, Defendant responds as follows:
27 Defendant has produced all relevant responsive e-mails in its possession, custody, or control.
28 Defendant has no relevant, responsive text messages between Mahjoob and Francis Beland during

1 the relevant period at issue in this case.

2 **REQUEST NO. 26**

3 All communications between you and Ashley Day, including any text messages and emails,
4 between January 1, 2011 and the present.

5 **RESPONSE TO REQUEST NO. 26**

6 Defendant objects to this Request on the grounds that it seeks information that is neither
7 relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of
8 admissible evidence.

9 Subject to and without waiver of the foregoing objections, Defendant responds as follows:
10 Defendant has produced all relevant responsive e-mails in its possession, custody, or control.
11 Defendant has no relevant, responsive text messages between Mahjoob and Ashley Day during the
12 relevant period at issue in this case.

13 **REQUEST NO. 27**

14 All Documents drafted, edited, approved, reviewed, received, sent or maintained by ACTI,
15 its personnel, employees, agents, contractors or representatives, relating to the Equipment or CH2E,
16 including, but not limited to:

17 (i) Aram Sarkissiam;

18 (ii) Dennis Simpson;

19 (iii) Kice Mahjoob;

20 (iv) Gustavo Valencia;

21 (v) Bob Timme;

22 (vi) Mort Zaghian;

23 (vii) Lila Mahjoob;

24 (viii) Bernard Aiken;

25 (ix) John Paul Velasco;

26 (x) "Ryan D", the CAD Draftman who used or uses the email address "ryan@american-
27 combustion.com"; and

28 (xi) "Rebeca", who used or uses the email address "rebeca@american-combustion.com".

1 **RESPONSE TO REQUEST NO. 27**

2 Defendant objects to this Request on the grounds that it seeks information that is neither
3 relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of
4 admissible evidence. Defendant objects to each request for production to the extent it is vague,
5 ambiguous, and incomprehensible or otherwise lacks sufficient precision and thereby requires
6 Defendant to engage in conjecture as to its meaning. Defendant further objects to this Request to
7 the extent it seeks information protected by the attorney-client privilege and/or attorney work
8 product doctrine and the right of privacy.

9 Subject to and without waiver of the foregoing objections, Defendant responds as follows:
10 Defendant will produce non-privileged, relevant, responsive documents in its possession, custody,
11 or control

12 **REQUEST NO. 28**

13 All Documents relating to the research performed by ACTI or Mahjoob regarding the
14 pyrolysis of tires and performance of ACTI Equipment and Other Equipment, including, but not
15 limited to, the mathematical calculations, theoretical studies, results from the dozens of tests,
16 empirical statistics from the Pilot Unit, empirical statistics from any other pilot unit, empirical
17 statistics from Other Equipment, the summary of findings and supporting evidence for such
18 summary of findings, as described in the Mahjoob Transcript at 94:10-95:9, 97:3-12, 111:19-
19 112:15, 112:24-113:15, 113:20-114:9, 253:17-254:5 and 254:17-255:255.

20 **RESPONSE TO REQUEST NO. 28**

21 Defendant objects to this Request on the grounds that it seeks information that is neither
22 relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of
23 admissible evidence. Defendant objects to each request for production to the extent it seeks
24 information that is confidential, proprietary, a sensitive trade secret.

25 Subject to and without waiver of the foregoing objections, Defendant responds as follows:
26 Defendant will produce a summary of findings identified by Mahjoob in his deposition regarding
27 the pyrolysis of tires as well as data from the testing.

28 **REQUEST NO. 29**

1 The binder of information allegedly sent with the Equipment to CH2E, including, but not
2 limited to, the operations manual, burner manual and electrical drawings as described in the
3 Mahjoob Transcript at 150:15-151:9 and 244:6-8.

4 **RESPONSE TO REQUEST NO. 29**

5 To the extent Defendant can locate copies of the “binder of information” previously
6 provided to CH2E and/or its representatives, Defendant will produce such items.

7 **REQUEST NO. 30**

8 All audited financial statements of ACTI from 2011 to the present as described in the
9 Mahjoob Transcript at 177:2-178:2.

10 **RESPONSE TO REQUEST NO. 30**

11 Defendant objects to this Request on the grounds that it seeks information that is neither
12 relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of
13 admissible evidence. Defendant objects to this Request on the basis that it seeks information that is
14 confidential or otherwise calls for information protected by the right of privacy contained in the
15 Constitution of the State of Nevada, in the United States Constitution, or any other applicable
16 privilege or protection recognized under statute or applicable case law.

17 **REQUEST NO. 31**

18 All calculations, designs, drawings, schematics and other Documents relating to the design
19 of the Equipment described in the Mahjoob Transcript at 188:10-189:20 and 236:21-237:4.

20 **RESPONSE TO REQUEST NO. 31**

21 Defendant objects to this Request on the basis that it seeks information that is confidential,
22 proprietary, and trade secret.

23 Subject to and without waiver of the foregoing objections, Defendant responds as follows:
24 Defendant will produce relevant drawings related to the Equipment with the exception that it will
25 not produce proprietary design drawings that would enable CH2E to copy Defendant’s technologies
26 and systems.

27 **REQUEST NO. 32**

28 All calculations, designs, drawings, schematics and other Documents relating to the design

1 of the Pilot Unit.

2 **RESPONSE TO REQUEST NO. 32**

3 Defendant objects to this Request on the grounds that it seeks information that is neither
4 relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of
5 admissible evidence. Defendant objects to this Request on the basis that it seeks information that is
6 confidential, proprietary, and trade secret.

7 **REQUEST NO. 33**

8 All calculations, designs, drawings, schematics and other Documents relating to the design
9 of the burner box as described in the Mahjoob Transcript at 302:19-304:8.

10 **RESPONSE TO REQUEST NO. 33**

11 Defendant objects this this Request on the basis that it seeks information that is confidential,
12 proprietary, and trade secret.

13 Subject to and without waiver of the foregoing objections, Defendant responds as follows:
14 Defendant will produce relevant drawings related to the burner box with the exception that it will
15 not produce proprietary design drawings that would enable CH2E copy Defendant's technologies
16 and systems.

17 **REQUEST NO. 34**

18 All Documents relating to the negotiation of the Agreement, including, but not limited to, all
19 drafts, emails or other Documents exchanged between Mahjoob and Francis Beland, Mahjoob and
20 Ashley Day, and Mahjoob and any personnel from Stansell & Associates, as described in the
21 Mahjoob Transcript at 196:8-197:22 and 200:8-201:6.

22 **RESPONSE TO REQUEST NO. 34**

23 Defendant further objects to this Request to the extent it seeks information protected by the
24 attorney-client privilege and/or attorney work product doctrine and the right of privacy.

25 Defendant no longer has the documents requested in its possession, custody, or control.

26 **REQUEST NO. 35**

27 All Documents and records relating "dry run" of the Equipment at ACTI's facility prior to
28 shipment to the Plant as described in the Mahjoob Transcript at 140:17-241:8.

1 **RESPONSE TO REQUEST NO. 35**

2 Defendant objects on the grounds that the term “dry run” is vague and ambiguous.

3 Subject to and without waiver of the foregoing objections, Defendant responds as follows:

4 To the extent Defendant can locate any documents related to the “dry run” Defendant will produce
5 such items.

6 **REQUEST NO. 36**

7 All Documents relating to training any customer of ACTI on how to operate the Equipment
8 or Other Equipment.

9 **RESPONSE TO REQUEST NO. 36**

10 Defendant objects to this Request on the grounds that it seeks information that is neither
11 relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of
12 admissible evidence.

13 Subject to and without waiver of the foregoing objections, Defendant responds as follows:

14 Defendant will produce any documents it locates regarding the training provided to CH2E
15 personnel.

16 **REQUEST NO. 37**

17 All Documents relating to ACTI’s representation in the Agreement, Exhibit A Section 11,
18 that it has “empirically established what [ACTI] believes are predictable, replicable system
19 efficiencies,” including, but not limited to, the tests described in the Mahjoob Transcript at 253:17-
20 254:5 and 254:17-255:255.

21 **RESPONSE TO REQUEST NO. 37**

22 ACTI will produce data from testing previously conducted on tires.

23 **REQUEST NO. 38**

24 All Documents relating to any crash of ACTI’s computers, including, but not limited to,
25 reports or conclusions of the outside firm retained to recover ACTI’s data regarding the success of
26 its efforts to recover ACTI’s data as described in the Mahjoob Transcript at 198:4-199:6.

27 **RESPONSE TO REQUEST NO. 38**

28 Defendant objects to this Request on the grounds that it seeks information that is neither

1 relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of
2 admissible evidence.

3 Subject to and without waiver of the foregoing objections, Defendant responds as follows:
4 Defendant will produce relevant, responsive documents, if any exist, relating to the crash of ACTI's
5 computers.

6 **REQUEST NO. 39**

7 Documents sufficient to identify all email servers utilized by ACTI from January 1, 2011
8 through the present, including all companies which have assisted in maintaining each email server.

9 **RESPONSE TO REQUEST NO. 39**

10 Defendant objects to this Request on the grounds that it seeks information that is neither
11 relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of
12 admissible evidence. Defendants objects to this Request on the grounds that "e-mail server" is
13 vague and ambiguous.

14 Subject to and without waiver of the foregoing objections, Defendant responds as follows:
15 Defendant will produce documents sufficient to show the e-mail providers it used during the
16 relevant time period.

17 **REQUEST NO. 40**

18 Documents sufficient to identify any systems used by ACTI to back up electronic or hard
19 copy documents from January 1, 2011 until the present.

20 **RESPONSE TO REQUEST NO. 40**

21 Defendant objects to this Request on the grounds that it seeks information that is neither
22 relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of
23 admissible evidence. Defendants objects to this Request on the grounds that "back-up" is vague and
24 ambiguous.

25

26

27

28 ///

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

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day May 2016, and pursuant to Fed. R. Civ. P. 5(b), a true and correct copy of the foregoing **DEFENDANT AMERICAN COMBUSTION TECHNOLOGIES OF CALIFORNIA, INC.'S RESPONSES TO PLAINTIFF'S SECOND SET OF DOCUMENT REQUESTS** was served via email and U.S. mail to the following:

Abran E. Vigil
Nevada Bar No. 7548
BALLARD SPAHR LLP
100 North City Parkway, Suite 1750
Las Vegas, Nevada 89106-4617
Telephone: 702.471.7000
Facsimile: 702.471.7070
Email: vigila@ballardspahr.com

Roger P. Thomasch
Gregory P. Szewczyk
BALLARD SPAHR LLP
1225 17th Street, Suite 2300
Denver, Colorado 80202-5596
Telephone: 303.292.2400
Facsimile: 303.296.3956
thomasch@ballardspahr.com
szewczyk@ballardspahr.com

/s/ Sebastian Burnside
Sebastian Burnside