IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

ALYSSON MILLS, IN HER CAPACITY AS RECEIVER FOR ARTHUR LAMAR ADAMS AND MADISON TIMBER PROPERTIES, LLC,

Plaintiff,

v.

BUTLER SNOW LLP; BUTLER SNOW ADVISORY SERVICES, LLC; MATT THORNTON; BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ PC; ALEXANDER SEAWRIGHT, LLC; BRENT ALEXANDER; and JON SEAWRIGHT,

Defendants.

Case No. 3:18-cv-00866-CWR-BWR

Hon. Carlton W. Reeves

MEMORANDUM OF LAW IN SUPPORT OF
BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ PC'S RESPONSE
TO THE RECEIVER'S "MOTION TO COMPEL OR FOR LEAVE"

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases **Page(s)**

Rules

Defendant Baker, Donelson, Bearman, Caldwell & Berkowitz PC ("Baker Donelson") submits this Memorandum of Law in Support of its Response to the "Motion to Compel or for Leave" submitted by Alysson Mills, in her capacity as Receiver for the estates of Lamar Adams and Madison Timber ("Receiver"), ECF No. 154; ECF No. 155 (Memorandum in Support, hereinafter "Motion").

INTRODUCTION

The Receiver's Motion (again) should be denied as untimely. In August 2022, the Receiver served discovery requests on Baker Donelson—after the June 2022 ordered deadline and without seeking leave of the Court. She then filed a belated "Motion to Compel or for Leave." ECF No. 478 (Case No. 3:22-cv-36). The Court denied both requests: The Receiver was not granted leave, and Baker Donelson was not compelled to respond. *See* ECF No. 589 (Case No. 3:22-cv-36).

In December 2024, the Receiver served nearly identical (or, in her word, "restated") discovery requests on Baker Donelson. She did so (i) nearly ***two and a half years*** after the close of written discovery between the parties; (ii) more than two years after her previous attempt was denied by the Court; and (iii) without seeking leave. The Receiver has not established good cause for this untimeliness. Those defects suffice to resolve the Receiver's Motion.

Even if the Court were to permit the Receiver to issue these out-of-time requests, however, the Court should not compel a response from Baker Donelson over its objections. The Receiver's discovery requests concern events ***after*** the Ponzi scheme collapsed in April 2018. Any such information is irrelevant to the Receiver's theory of liability that Baker Donelson somehow is responsible for helping grow the Madison Timber fraud. Indeed, the Receiver's first and second sets of discovery requests themselves, issued to Baker Donelson in 2022, defined "the time period in question [a]s January 1, 2011, through April 30, 2018." Ex. A, Receiver's

First Set of Discovery Requests to Baker Donelson at 6; Ex. B, Receiver's Second Set of Discovery Requests to Baker Donelson at 6. And Baker Donelson incurred significant burden and expense collecting and reviewing documents in response to those requests, as defined.

The Receiver now suggests a new theory of liability: that Baker Donelson allegedly ***ratified*** the actions of its former personnel, Defendants Brent Alexander and Jon Seawright. But the Receiver never made such an allegation in her Amended Complaint, and Mississippi law does not support it. In addition, any such discovery is not proportional to the needs of the case, especially because the requested communications after April 2018 are protected by the attorney-client privilege. Further, the requested interrogatories exceed the Receiver's numerical limit, and thus cannot provide a legitimate basis for requiring a response. For all of these reasons, Baker Donelson respectfully requests that the Motion be denied.

FACTUAL BACKGROUND

The Receiver premises her motion on a revisionist history of the discovery proceedings in this individual action (Case No. 3:18-cv-866) and the *In re Consolidated Discovery* action (Case No. 3:22-cv-36). The Receiver misstates and omits material facts. The discovery the Receiver now pursues is not "essential," Mot. at 3, and the Receiver has been dilatory in pursuing it.

A. The *Consolidated Discovery* Action

The discovery requests are the latest of many propounded by the Receiver, dating back to the *Consolidated* action (Case No. 3:22-cv-36). The Court opened that action in January 2022 "for the purpose of managing the consolidated discovery" of the cases brought by the Receiver against multiple defendants. ECF No. 1 (Case No. 3:22-cv-36). When opening the case, the Court expressly stated that "all orders issued by the Court in this [consolidated] case shall have the same force and effect as if having been done in the [underlying] cases." *Id.* § 5.

The Court then entered a Case Management Order ("CMO"), which organized discovery in phases: first written discovery, then depositions, then experts. *See* ECF No. 7 § 4 (Case No. 3:22-cv-36). The Court's order set a cutoff for written discovery of June 17, 2022. *Id.* § 5(a). "Upon a showing of good cause through motion filed with the Court, the Court will allow a party to serve additional written discovery in [later phases]." *Id.* § 5(a) n.2. But "[s]uch additional written discovery will not be allowed in the absence of good cause," the Court ruled. *Id.*

B. The Receiver's Previous Discovery Requests

On February 22, 2022, the Receiver served voluminous discovery requests on Baker Donelson. Her requests comprised 33 interrogatories, 29 requests for production, and 30 requests for admission. In its responses, Baker Donelson provided extensive information but properly objected to the requests that sought documents or information created or received after April 18, 2018.

On June 17, 2022—the Court's deadline for written discovery requests—the Receiver served a second set of discovery requests on Baker Donelson. Baker Donelson timely responded on July 18, 2022. The firm produced more documents on August 5, August 17, and September 14, 2022.

Baker Donelson has produced 13,751 documents comprising 30,990 pages. That includes responsive documents from a ***firm-wide search of all firm custodians***, using agreed-upon search terms after exhaustive consultation and negotiation with the Receiver's counsel.

On August 2, 2022, after the Court's deadline for serving discovery requests, the Receiver propound a *third*, untimely set of discovery requests (which the Receiver mistakenly titled as her "second" discovery requests). In these untimely requests, the Receiver demanded to discover what the firm learned about Madison Timber in the weeks and months ***after*** fraudster

Lamar Adams turned himself in and admitted his fraud to the public. Baker Donelson timely objected. Nevertheless—and unmentioned by the Receiver, *see* Mot. at 2–3—Baker Donelson on September 14 and October 5, 2022, voluntarily supplemented its responses. Baker Donelson also made yet another production of documents.

C. The Receiver's Previous Motion to Compel

Even though Baker Donelson provided responses to the Receiver's untimely requests, the Receiver moved to compel further responses from Baker Donelson on October 19, 2022. ECF No. 478 (Case No. 3:22-cv-36). She also belatedly moved for leave to serve her discovery requests out-of-time, because there—as here—she had not first sought the requisite leave of Court before serving her requests out of time. *See id.*

On March 10, 2023—nearly two years ago—the Court denied the Receiver's motion as untimely. The Court stated: "The Court set deadlines for conducting [written] discovery. The Court acknowledges that, upon a showing of good cause through motion filed with the Court, additional written discovery may be allowed later in this case. . . . But at this juncture, the Court will not grant a party leave to propound additional written discovery when the applicable [written discovery] deadline has long passed." ECF No. 589 at 2 (Case No. 3:22-cv-36).

On March 20, 2023, the Court also denied a motion to extend the deadline for written discovery. ECF No. 591 (Case No. 3:22-cv-36). Baker Donelson had joined in the motion to extend this deadline. ECF No. 438 (Case No. 3:22-cv-36). The Receiver had opposed it. ECF No. 453 (Case No. 3:22-cv-36).

On September 27, 2023, the Court entered an order "statistically clos[ing]" the *Consolidated Discovery* action, in which these previous discovery proceedings had occurred. *See* ECF No. 670 at 3 (Case No. 3:22-cv-36).

D. The Receiver's Current Discovery Requests

On December 11, 2024—literally years too late—the Receiver issued a new set of discovery requests that, by the Receiver's own admission, largely "restate" her August 2022 requests, which this Court previously prevented her from serving. Baker Donelson timely served the Receiver its objections on January 10, 2025.

I. THE COURT SHOULD DENY LEAVE TO SERVE THE REQUESTS.

The Receiver's discovery requests were served nearly two and a half years after the Court's June 17, 2022 deadline for written discovery requests. She thus was required to seek leave before serving these discovery requests, but she did not. She shows no good cause for this untimeliness. Indeed, the Court already found substantively similar discovery requests from the Receiver to be untimely, ECF No. 589 (Case No. 3:22-cv-36)—and that was nearly ***two years ago***. The Court should again deny her retroactive request for leave to serve these discovery requests.

A. The CMO Continues to Apply to Written Discovery.

The CMO's restrictions on written discovery continue to apply. The order opening the *Consolidated* action expressly stated that "all orders issued by the Court in this [consolidated] case shall have the same force and effect as if having been done in the [underlying] cases." ECF No. 1 (Case No. 3:22-cv-36). And nothing in the order closing the *Consolidated* action for statistical purposes, *see* ECF No. 670 (Case No. 3:22-cv-36), nor any other orders in either the *Consolidated* or this individual action, countermand that edict. As the Receiver acknowledges, "[t]he Court has not entered a new CMO in this case," Mot. at 3, and the Court's recent Order Setting Deadlines, ECF No. 153, provides no alternative deadline for written discovery. To the contrary, the Court emphasized at the November 20, 2024 status conference that written discovery between the parties closed in 2022.

The Receiver's argument that "substantive orders of the Court which were issued in *In re Consolidated Cases* reasonably continue to have the same force and effect" but "the CMO itself reasonably cannot" makes no sense. *See* Mot. at 4. Nothing in the Court's Orders support that interpretation, and the Order opening *In re Consolidated Cases* expressly provided that the orders in that case would be binding here. *See* ECF No. 1 (Case No. 3:22-cv-36). In addition, the Receiver makes no attempt to explain what distinguishes a "substantive" order from a "non-substantive" one. The restrictions on the use and public disclosure of investor Personally Identifiable Information, for instance, are certainly procedural. These restrictions, however, arise only from the Protective Order entered in the *Consolidated* action, ECF No. 6 (Case No. 3:22-cv-36)—that is, no separate Protective Order exists in this individual action. Yet the Receiver has insisted that the parties in this action must continue to observe those protections (and Baker Donelson has done so).

The Receiver also invokes the benefits of the CMO when they serve her interests. For example, the Receiver here moves to compel responses to her Interrogatories 35, 36, 37, and 38, arguing they are permissible because they do not exceed a limit of 50 interrogatories. *See, e.g.*, Mot. at 8. But the 50-interrogatory limit comes from the very CMO the Receiver otherwise seeks to dodge. *See* ECF No. 7 ¶ 5(a) (Case No. 3:22-cv-36). The Federal Rules limit the number of interrogatories a party can serve to ***25***. *See* Fed. R. Civ. P. 33(a)(1) ("Unless otherwise stipulated or ordered by the court, a party may serve on any other party no more than 25 written interrogatories, including all discrete subparts."). The Receiver cannot avail herself of this Court's orders only when they benefit her, and disregard them when they do not.

The Receiver also attempts to justify her requests with the vague statement that "full discovery is now underway." Mot. at 5. She does not attempt to define "full discovery," other

than to say it means "the parties may make full use of all discovery tools." *Id.* But the parties already made use of the tools of written discovery, as directed and governed by the CMO, and completed that process years ago. Again, this Court organized discovery in phases: first written discovery, then depositions, then experts. *See* ECF No. 7 § 4 (Case No. 3:22-cv-36).

Finally, the Receiver suggests that the propounding of written discovery in the case of *Mills v. The UPS Store, et al.* (Case No. 3:19-cv-364), somehow authorizes further written discovery in this action. *See* Mot. at 5. That argument is a nonstarter. Baker Donelson and The UPS Store are different defendants in different actions.

Baker Donelson is aware of the Court's recent ruling of February 18, 2025, ordering American Casualty to "update its responses to Interrogatories 2 through 6" in response to the Receiver's motion to compel. ECF No. 460 (Case No. 3:19-cv-364). That order is consistent with Baker Donelson's position here: American Casualty was not a party to the *Consolidated Discovery* action, *see* ECF No. 1 ¶ 3(c) (Case No. 3:22-cv-36), and the CMO thus does not govern its responses to written discovery.

B. The Receiver's Discovery Requests Are Untimely.

The Court ordered that "no written discovery may be served after June 17, 2022." ECF No. 7 § 5(a) (Case No. 3:22-cv-36). The Receiver issued her discovery requests on December 11, 2024, nearly ***two and a half years*** after the deadline.[1] The Receiver's requests are untimely—and significantly so. Indeed, the Court already found that nearly identical requests

[1] For similar reasons, the Motion itself also is untimely. The CMO states that "[a]ll [written] discovery must be completed by August 31, 2022." ECF No. 7 § 7 (Case No. 3:22-cv-36). And "[a] party must file a discovery motion sufficiently in advance of the discovery deadline to allow response to the motion, ruling by the court and time to effectuate the court's order before the discovery deadline." L.U. Civ. R. 7(b)(2)(C). The Receiver also neglected the requirement under the Local Rules to file an Official Form No. 4 Good Faith Certificate. *See id.* 37(a).

that the Receiver issued in ***August 2022*** were served after the "deadline ha[d] long passed," and thus untimely. ECF No. 589 at 2 (Case No. 3:22-cv-36).

C. The Court Should Not Now Grant the Receiver Leave to Issue These Discovery Requests.

When the Court denied the Receiver's previous motion to compel, it was clear that the Receiver would need to file a motion showing good cause if she sought to issue further written discovery. ECF No. 589 at 2 (Case No. 3:22-cv-36). The Receiver simply disregarded the Court's instruction and the usual procedure. The Receiver did not seek (or receive) Baker Donelson's consent to propound further discovery. The Receiver did not seek (or receive) the Court's leave to propound further discovery. The Court should not now permit the Receiver to serve these untimely requests.

The CMO requires provides that "additional written discovery will not be allowed in the absence of good cause." *Id.*; *see also* Fed. R. Civ. P. 16(b)(4) ("A schedule may be modified only for good cause and with the judge's consent."). "To show good cause, the party seeking to modify the scheduling order has the burden of showing that the deadlines cannot reasonably be met despite the diligence of the party needing the extension." *Squyres v. Heico Companies, L.L.C.*, 782 F.3d 224, 237 (5th Cir. 2015) (internal quotation marks omitted). Courts in the Fifth Circuit consider four factors when determining whether there is good cause:

(1) the explanation for the failure to timely comply with the scheduling order;
(2) the importance of the modification;
(3) potential prejudice in allowing the modification; and
(4) the availability of a continuance to cure such prejudice.

Id. The Receiver has not demonstrated any of the four good-cause factors.

First, the Receiver has no reasonable explanation for her failure to comply timely with the Court's written discovery deadlines. The Receiver claims that, years ago, she "mistakenly

limited the time period in question to January 1, 2011 through April 30, 2018," Mot. at 6, because she "cut-and-pasted from requests of other defendants," *id.* at 2 n.1. The Receiver's alleged copy-and-paste error might be an "explanation," but it surely is not a "good" one.

The Receiver also claims she "immediately issued new requests" upon learning that "Baker Donelson had not produced any information for any time period after April 2018." *Id.* at 2. That explanation is impossible to credit. In Baker Donelson's first responses to the Receiver's first set of discovery requests—***on April 21, 2022***—Baker Donelson explicitly objected to the requests to the extent they sought information that post-dated Adams's April 18 arrest. And Baker Donelson even made that objection to, among others, the Receiver's Request for Production No. 21—which the Receiver "acknowledges" is "duplicative of" one of the requests she has reissued years after the deadline. *Id.* at 14 (quoting Receiver's Request for Production No. 36). Baker Donelson completed its document production in 2022. The Receiver provides no reasonable explanation for her failure to "review[] Baker Donelson's response," instead waiting until "admittedly after the then-CMO's deadline" for serving written discovery. *Id.* at 2.

Similarly, the Receiver provides no reasonable explanation for her waiting until December 2024 to serve her "restated" requests. If the Receiver thought she was allowed to serve these requests after the "CMO expired" upon the statistical closing of the *Consolidated* action in September 2023, she does not explain why she waited more than a year after that event to serve these discovery requests. She argues that "this case officially was stayed through ***January 28, 2025***." *Id.* at 3 (emphasis added). But the Receiver issued these requests in ***December 2024***. In any event, the stay applied only to "Defendants Brent Alexander, Jon Seawright, and Alexander Seawright, LLC," and had been "lifted as to Defendant Baker,

Donelson, Bearman, Caldwell & Berkowitz, PC" ***in 2022***. *See* Jan. 31, 2022 Text-Only Order. None of this conduct establishes good cause, or comes close to satisfying the Fifth Circuit's requirement that the Receiver carry "the burden of showing that the deadlines cannot reasonably be met despite the diligence of the party needing the extension." *Squyres*, 782 F.3d at 237.

Second, the Receiver has not established her additional discovery requests are important. For the reasons discussed below in Section II, the post-April-2018 information the Receiver seeks is nonexistent, irrelevant, or privileged. Moreover, the Receiver acknowledges that she has alternative means for seeking this information, to the extent it is not privileged: "Concededly the Receiver may ask her interrogatories of deponents . . . ." Mot. at 7.

Third, Baker Donelson would suffer prejudice if the Receiver were allowed to propound further written discovery—already rejected by the Court—at this late stage. Baker Donelson has cooperated with the Receiver in good faith to answer discovery requests and supplement its earlier responses. At significant expense and effort, over many months, the firm conducted searches and follow-up searches in consultation with the Receiver's counsel to ensure that all relevant and discoverable material was captured and produced. This cooperation—which continued after the deadline for written discovery had passed—was premised in part on an understanding that it would satisfy Baker Donelson's document production obligations.

Moreover, the parties are diligently pursuing an expeditious discovery schedule with multi-tracked depositions. Requiring Baker Donelson simultaneously to prepare interrogatory responses, conduct additional document collections, and review those documents for production would prove incredibly burdensome. Indeed, the Court indicated during its November status conference that the prior conclusion of written discovery justified relatively speedy deposition deadlines. The current discovery deadlines thus are incompatible with the Receiver's reopening

written discovery between the parties. Baker Donelson already has borne significant—and unnecessary—burden simply in responding to these procedurally improper requests and this subsequent unmeritorious motion.

Finally, a continuance would not cure this prejudice. After all the work it has done responding to discovery, Baker Donelson should not now have to conduct further searches and burdensome privilege reviews in response to untimely requests. Had the Receiver included these requests within the original discovery period, then Baker Donelson could have consolidated any additional searches together with the ones it previously conducted to minimize the burden. That is no longer possible.

II. THE COURT SHOULD NOT COMPEL BAKER DONELSON TO RESPOND TO THE REQUESTS.

Even if the Receiver were permitted to re-issue untimely, previously rejected requests (she should not be), the Court should not compel a response from Baker Donelson. The requests are irrelevant and not proportional to the needs of the case. Any plausibly relevant material would be privileged. And the Receiver has far exceeded her allotted number of interrogatories, providing no proper basis for compelling a response in the first place.

A. The Receiver Requests Irrelevant Information.

The Receiver's requests do not seek "discovery regarding a[] nonprivileged matter that is relevant to any party's claim or defense." Fed. R. Civ. P. 26(b)(1). As alleged in her Amended Complaint, the Receiver's theory of liability is that "Madison Timber would not have grown without Defendants' encouragement" and that Defendants "assisted" Adams "to sustain a singular fraud over many years." ECF. No. 57 at 1 (Am. Compl.). But Adams turned himself in on April 19, 2018, and his scheme collapsed. The Receiver's disputed requests seek discovery ***after*** that date. What Baker Donelson learned about Madison Timber ***after*** the scheme collapsed

cannot plausibly be relevant to the Receiver's claims Baker Donelson somehow "sustained" or "grew" the Madison Timber fraud.

The Receiver now argues that Baker Donelson somehow "ratified" conduct of its former personnel Brent Alexander and Jon Seawright after April 2018. Mot. at 6. The Receiver never alleged such a claim in her Complaint or Amended Complaint, and—as discussed below, *see* Section II.B—there is no good-faith legal or factual basis for it. It is fanciful to suggest that Baker Donelson's leadership, after learning that Madison Timber was a Ponzi scheme, would have decided to "ratify" the actions of Messrs. Alexander and Seawright and make those individuals' legal exposure its own. The Receiver has no substantive, good-faith basis for pursuing this post-April-2018 discovery.

That position is also consistent with the Receiver's earlier discovery requests. In both her first and second sets of discovery requests to Baker Donelson, the Receiver stated, "[u]nless otherwise noted, ***the time period in question is January 1, 2011, through April 30, 2018***." Ex. A, Receiver's First Set of Discovery Requests to Baker Donelson at 6 (emphasis added); Ex. B, Receiver's Second Set of Discovery Requests to Baker Donelson at 6 (emphasis added).[2] The Receiver now belatedly tells this Court that the time period was a "cut-and-paste" error from other discovery requests, *see* Mot. at 2 n.1—but that explanation apparently did not occur to the Receiver when she previously (unsuccessfully) moved this Court to compel the production of post-April-2018 information in the fall of 2022.

[2] Nevertheless, in the spirt of cooperation, Baker Donelson already produced Messrs. Alexander's and Seawright's complete personnel files to the Receiver without an April 2018 cut-off.

B. The Receiver's Novel Claim of Ratification Cannot Support Further Discovery.

Finding no basis in the Amended Complaint to argue that post-April-2018 material is relevant, the Receiver pivots to a new theory. She now states "[w]hen a principal or employer . . . ratifies the actions of his agents . . . , he is vicariously liable." Mot. at 6 (citing *Franklin v. Turner*, 220 So. 3d 1003, 1009 (Miss. Ct. App. 2016)). That theory is utterly insupportable here.

First, the Amended Complaint nowhere alleges a theory of ratification—not as a legal theory, and not as a factual predicate. And as the Court told the Receiver ***in 2019***—over half a decade ago—before ruling on motions to dismiss: "[T]he Receiver is entitled to present her 'best case' before a dispositive ruling. So, if she wishes to add anything to the complaint . . . or wishes to amend any of her theories . . . , now is the time." ECF No. 49 at 1. Had the Receiver alleged a theory of ratification in her Amended Complaint, then Baker Donelson would have moved to dismiss that theory of liability under Rule 12(b)(6) because it is implausible and baseless as a matter of law and fact. There is not a single fact alleged in the complaint to support "ratification." The Receiver cannot introduce that theory now—without any factual predicate—to justify a fishing expedition into irrelevant conduct more than six years after her December 2018 Complaint was filed.

Second, the Receiver's newfound speculation is absurd and false. Baker Donelson has never taken any action to ratify the acts that Messrs. Alexander and Seawright took on behalf of their "side hustle," Alexander Seawright, LLC. On the contrary, since Adams's fraud was revealed in April 2018, Baker Donelson has consistently (and correctly) showed that Messrs. Alexander and Seawright's investment business had nothing to do with the law firm. *See* Memo. in Support of Baker Donelson's Motion to Dismiss the Amended Complaint, ECF No. 60 at 27

("Alexander and Seawright acted for their own personal business without any connection to or authority from Baker Donelson . . . ."); Memo. in Support of Baker Donelson's Motion to Dismiss the Complaint, ECF No. 29 at 20 (same).

Third, the Receiver misrepresents Mississippi law. The Receiver suggests "allow[ing] Seawright and Alexander to remain employed . . . after April 2018" provides a basis for ratification. *See* Mot. at 7. But as the Mississippi Court of Appeals has held: "[T]he mere retention of the servant in the employment will not constitute such ratification as will render the master liable for the unauthorized act." *Franklin*, 220 So. 3d at 1009 (quoting *Wells v. Robinson Bros. Motor Co.*, 121 So. 141, 142–43 (1929)). "The mere fact that such employee is retained in the master's employ, and mere silence on the master's part relative to the tort, is not sufficient evidence that the master adopted the act, nor does it lead to the inference that he assumes responsibility for the servant's [tort]." *Id.* (quoting *Craft v. Magnolia Stores Co.*, 138 So. 405, 407 (1931)). Indeed, *Franklin* found an employee's retention even after the employee pleaded guilty to a crime did not "render[] [the employer] vicariously liable for [the employee's] tortious action." *Id.* at 1010.[3]

Further, "[r]atification does not arise by operation of law; rather, '[a] person ratifies an act by (a) *manifesting assent* that the act shall affect that person's legal relations, or (b) conduct that justifies a *reasonable assumption* that the person so consents." *Northlake Dev. L.L.C. v.*

[3] The Receiver's argument for vicarious liability based on ratification is even weaker than the unavailing argument in *Franklin*. During their employment, neither Mr. Alexander nor Mr. Seawright had pleaded guilty to criminal conduct and both had denied wrongdoing. Unlike the employer in *Franklin*, Baker Donelson's employment relationship with Messrs. Alexander and Seawright ended long before they pleaded guilty. Further, they never pleaded guilty to conspiring with Ponzi-schemer Lamar Adams, which is the claim of vicarious liability in this case. Although they pleaded guilty to violating certain legal requirements, the evidence is overwhelming that Mr. Adams deceived Messrs. Alexander and Seawright, who genuinely believed that Alexander Seawright, LLC, was invested in legitimate, secure timber investments.

BankPlus, 60 So. 3d 792, 797 (Miss. 2011) (alterations and emphasis in original) (quoting *Restatement (Third) of Agency* § 4.01(2) (2005)). "It is true that, under some circumstances, a principal's *inaction* can result in ratification, but only where the principal has notice that others will infer from his silence that he intends to manifest his assent to the act." *Id.* (citing *Restatement (Third) of Agency* § 4.01 cmt. f (2005)). No evidence shows that Baker Donelson "manifest[ed] assent" regarding Messrs. Alexander and Seawright's outside business activity, engaged in conduct justifying a "reasonable assumption" of such, or "ha[d] notice" that others would infer such assent. On the contrary, Baker Donelson repeatedly has stated publicly that it had nothing to do with Messrs. Alexander and Seawright's outside investment activities. No reasonable observer could think that Baker Donelson had ratified their conduct as its own.

In sum, the Receiver has no legal basis for her new theory of ratification. Consequently, any discovery requests concocted to buttress this claim seek irrelevant information.

C. Engaging in Protracted Discovery to Develop a Novel, Specious Claim Is Not Proportional to the Needs of the Case.

In response to the Receiver's 2022 document requests, the firm conducted broad, firm-wide searches of ***every shareholder and employee's custodial email file***—including each member of Baker Donelson's Board of Directors during the relevant period—from January 1, 2011, to April 18, 2018, using expansive search terms and other parameters agreed to by the parties. The time period was no accident: The Receiver's discovery requests had stated, accurately, that "***the time period in question is January 1, 2011, through April 30, 2018***." Ex. A, Receiver's First Set of Discovery Requests to Baker Donelson at 6 (emphasis added). Baker Donelson performed an extensive document review spanning many months—indeed, because Baker Donelson is a law firm governed by the confidentiality restrictions of Rule 1.6 of the Rules of Professional Conduct, it must exercise great care to review any documents for the

existence of confidential information concerning a Baker Donelson client before even providing these documents to outside counsel for review. Consequently, Baker Donelson incurred great expense in conducting an initial firm-wide review of all employees' custodial files, as well as acceding to the Receiver's requests and conducting follow-on firm-wide searches using additional search terms during the agreed-upon time period. Given the lengths Baker Donelson has taken to provide the Receiver with fulsome discovery responses, pursuing irrelevant discovery of post-2018 material is not proportional to the needs of the case.

D. Any Relevant Post-April-2018 Communications Are Privileged.

The requested discovery is especially disproportionate and improper because responsive communications concerning these matters after April 18, 2018—when Adams's fraud became public knowledge—almost certainly would involve Baker Donelson's general counsel, and would be privileged. "[T]he attorney-client privilege protects all communications during a meeting between a . . . board and its attorney for the purpose of obtaining legal advice, even those communications not addressed directly to the attorney." *Rush v. Columbus Mun. Sch. Dist.*, 2000 WL 1598021, at *2 (5th Cir. 2000). That is because "the corporate attorney-client privilege is designed to encourage full and frank communication between a corporation and its attorneys to facilitate fully informed legal advice and that the only way to ensure such communication is to construe the privilege broadly." *Id.* (citing *Upjohn Co. v. United States*, 449 U.S. 383 (1981)). Communications by Baker Donelson's board after April 2018 and about Messrs. Alexander and Seawright's side business investing in Lamar Adams's Madison Timber would have been made in anticipation of possible litigation and for the purpose of obtaining legal advice, and thus are privileged.

Furthermore, producing a privilege log in this context would not be proportional to the needs of the case. Baker Donelson has explained the categories of material at issue, and

provided a justification for their privilege. Doing so satisfies its discovery obligations under the Federal Rules. *See* Fed. R. Civ. P. 26, Advisory Committee Notes to 1993 Amendment (stating that Federal Rules do "not attempt to define for each case what information must be provided when a party asserts a claim of privilege or work product protection," but indicating that a detailed privilege log is unnecessary "if the items can be described by categories"); *see also In re Terra Int'l, Inc.*, 134 F.3d 302, 304 (5th Cir. 1998) (discussing categorical assertions and determinations of privilege). In such circumstance, the local rules do not require different. *See Landrum v. Conseco Life Ins. Co.*, 2013 WL 12124055, at *4 (S.D. Miss. June 14, 2013) (finding when the defendant "[e]arly in the discovery progress . . . objected to producing certain documents," production of a privilege log was not necessary to assert privilege (first alteration in original)); *see also* Fed. R. Civ. P. 83(a)(1) ("A local rule must be consistent with . . . federal statutes and rules . . . ."). Notably, the Receiver has not during "full discovery" requested Baker Donelson produce such a log. The attorney-client privilege and attorney work-product doctrine thus provide an independent basis for denying the Receiver's motion to compel.

E. The Receiver Has Exceeded Her Allotted Number of Interrogatories.

Lastly, the Receiver cannot compel responses from Baker Donelson to her interrogatories because she already has served more interrogatories than permitted. If the "CMO expired" as the Receiver alleges, Mot. at 4, then the Receiver has exceeded her interrogatory limit by any count. According to the Receiver's own (faulty) numbering, she has now served 38.[4] The Federal Rules allow 25. *See* Fed. R. Civ. P. 33(a)(1).

[4] In fact, because the Receiver already served Interrogatories 35, 36, 37, and 38 (the Interrogatories at issue) back in 2022, those should now be numbered 39, 40, 41, and 42, even ignoring her Interrogatories' many subparts. Her current Interrogatories are not all verbatim the same as her previous Interrogatories. And even if they were, the Receiver provides no authority for why "restating" interrogatories permits her to avoid counting them separately.

That said, Baker Donelson agrees with the Receiver's unstated premise that the CMO's expanded limit of 50 interrogatories applies. *See* Mot. at 8 ("The Receiver's interrogatories total 38—less than 50."); ECF No. 7 § 5(a) (Case No. 3:22-cv-36) ("The Receiver may serve no more than 50 interrogatories."). The Receiver cannot, however, "evade the numerical limitation on interrogatories through the device of joining as 'subparts' questions that seek information about discrete separate subjects." *Moore v. Jackson Pub. Sch. Dist.*, 2021 WL 6804214, at *1 (S.D. Miss. Dec. 3, 2021) (quoting Advisory Committee Notes to Fed. R. Civ. P. 33(a)). The Receiver exhausted that limit with Interrogatory No. 34, which was part of her (timely) second set of interrogatories, served on June 17, 2022. That's because, as described further below, Interrogatory 34 asked for three separate categories of information about each of sixteen people.

The Rules do not define when subparts are discrete, but courts have warned that "[e]xtensive use of subparts, whether explicit or implicit, could defeat the purposes of the numerical limit contained in Rule 33(a)." *Erfindergemeinschaft Uropep GbR v. Eli Lilly & Co.*, 315 F.R.D. 191, 197 (E.D. Tex. 2016) (quoting *Williams v. Bd. of Cnty. Comm'rs of Unified Gov't of Wyandotte Cnty. & Kansas City, Kan.*, 192 F.R.D. 698, 701 (D. Kan. 2000)). "To determine whether subparts of an interrogatory seek information about discrete separate subjects, 'most courts follow the "related question" approach.'" *Moore*, 2021 WL 6804214, at *1 (quoting *Superior Sales West, Inc. v. Gonzalez*, 335 F.R.D. 98, 104 (W.D. Tex. 2020)). "One articulation of the related question approach is that 'subparts of an interrogatory that are logically or factually subsumed within and necessarily related to the primary question should not be treated as separate interrogatories.'" *Id.* (alterations omitted) (quoting *Gonzalez*, 335 F.R.D. at 104). This inquiry, though, is often "tempered by a 'pragmatic approach' that asks if an interrogatory 'threatens the purpose of Rule 33 by combining into one interrogatory several lines

of inquiry that should be kept separate.'" *Erfindergemeinschaft*, 315 F.R.D. at 197 (quoting *Warren v. Bastyr Univ.*, 2013 WL 1412419, at *1 (W.D. Wash. Apr. 8, 2013)).

More specifically, to determine whether subparts of an interrogatory should be counted separately in the numerosity analysis, this Court has endorsed a test that asks whether "the first question can be answered fully and completely without answering the second question." *Moore*, 2021 WL 6804214, at *1 (quoting *Gonzalez*, 335 F.R.D. at 104); *see also Pulchalski v. Franklin Cnty.*, 2017 WL 57143, at *4 (M.D. Pa. Jan. 5, 2017) ("[T]he best test of whether questions with[in] a single interrogatory are subsumed or related, is to examine whether the first question is primary and subsequent questions are secondary to the primary question. Or, can the subsequent question stand alone?").

Here, for each of the sixteen people about whom the Receiver inquires in her interrogatory, each question in the interrogatory can be answered fully and completely without answering the others.

Specifically, the Receiver asks three separate questions:

(1) the date and substance of his or her dealings with Lamar Adams, Madison Timber, or Alexander Seawright;
(2) his or her position(s) at all relevant times;
(3) his or her knowledge of any of the facts and transactions alleged in this Complaint in this lawsuit.

Receiver's Interrogatory No. 34. And she asks these questions for "each of the Baker Donelson Employees." The Receiver defines "Baker Donelson Employees" as referring to, at a minimum:

(1) Kathy Acquilano
(2) John Beard
(3) Susan Clement
(4) Patricia Cloer
(5) Barry Cockrell
(6) Janie Jenkins
(7) Deborah Martinez-Ripka
(8) Alan McKiernon
(9) Brett Oeser

(10) Lance Rea
(11) William Reed
(12) Tim Searcy
(13) Randy Staggers
(14) Carter Thompson
(15) Dawn Pitts Washington
(16) Tanya Wasser

Ex. B, Receiver's Second Set of Discovery Requests to Baker Donelson at 2–4.

In other words, the Receiver asks for the date and substance of Kathy Acquilano's dealings with Lamar Adams, Madison Timber, or Alexander Seawright; Kathy Acquilano's positions at all relevant times; and Kathy Acquilano's knowledge of any of the facts and transactions alleged in this Complaint in this lawsuit. She also asks for John Beard's dealings with Lamar Adams, Madison Timber, or Alexander Seawright; John Beard's positions at all relevant times; and John Beard's knowledge of any of the facts and transactions alleged in this Complaint in this lawsuit—and so on.

Each of these questions can be "answered fully and completely" without answering any of the others. Kathy Acquilano's dealings with Lamar Adams, Madison Timber, or Alexander Seawright can be provided fully and completely without answering any other questions. So can Kathy Acquilano's positions at all relevant times (which the Receiver defined as "January 1, 2011, through April 30, 2018," *id.* at 6). Similarly, John Beard's dealings can be provided fully and completely without answering any other questions. And so can his positions.

As a result, the Receiver's Interrogatory No. 34 contains 48 distinct subparts—that is, three separate questions about sixteen separate employees. And thus, the Receiver's "Restated" Interrogatory Nos. 35, 36, 37, 38 really are Receiver's Interrogatory Nos. 82, 83, 84, and 85. *See Rambus, Inc. v. NVIDIA Corp.*, 2011 WL 11746749, at *14 (N.D. Cal. Aug 24, 2011) ("An interrogatory that seeks information (even a single piece of information) about 300 separate products is asking 300 separate questions."); *Willingham v. Ashcroft*, 226 F.R.D. 57, 59 (D.D.C.

2005*)* ("[O]nce a subpart of an interrogatory introduces a line of inquiry that is separate and distinct from the inquiry made by the portion of the interrogatory that precedes it, the subpart must be considered a separate interrogatory no matter how it is designated.").

The Receiver argues that Interrogatory No. 34's "request is basic" and "clearly is aimed at discovering which Baker Donelson employees have relevant knowledge so that the Receiver can determine who to depose." Mot. at 9. But that is not the test. Rather, the inquiry is whether each subpart is sufficiently distinct that it had to be answered independently of the others. *See Pulchalski*, 2017 WL 57143, at *4 ("While these interrogatories may share certain broad thematic thrusts, we find that the questions nestled within each of these interrogatories are logically or factually independent of one another, and, therefore, should count as independent interrogatories under Rule 33."). Here, the separate subparts had to be—and were—answered independently of each other.

In the spirit of cooperation, Baker Donelson did provide a response for the employees in the Receiver's Interrogatory No. 34, stating their dealings and their positions. And in the spirit of cooperation, it also provided a response to the Receiver's "original" (that is, not "restated") Interrogatory No. 38, served in 2022. But Baker Donelson should not be compelled to go further beyond the 50-interrogatory limit set by the CMO.

CONCLUSION

For these reasons, Baker Donelson respectfully requests that the Court deny the Receiver's motion.

Dated this 18th day of February, 2025

Respectfully submitted,

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ PC

/s/ Benjamin W. Graham

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Counsel for Defendant Baker, Donelson, Bearman, Caldwell & Berkowitz PC

CERTIFICATE OF SERVICE

I hereby certify that on February 18, 2025, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

/s/ Benjamin W. Graham
Benjamin W. Graham

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

IN RE: CONSOLIDATED DISCOVERY IN CASES FILED BY ALYSSON MILLS, IN HER CAPACITY AS RECEIVER FOR ARTHUR LAMAR ADAMS AND MADISON TIMBER PROPERTIES, LLC.	Case No. 3:22-cv-00036-CWR-FKB Arising out of Case No. 3:18-cv-252, *Securities and Exchange Commission v. Arthur Lamar Adams and Madison Timber Properties, LLC*
ALYSSON MILLS, IN HER CAPACITY AS RECEIVER FOR ARTHUR LAMAR ADAMS AND MADISON TIMBER PROPERTIES, LLC, Plaintiff, v. BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC; ALEXANDER SEAWRIGHT, LLC; BRENT ALEXANDER; and JON SEAWRIGHT, Defendants.	Case No. 3:18-cv-00866-CWR-FKB

RECEIVER'S FIRST SET OF DISCOVERY REQUESTS TO BAKER DONELSEON

To: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC

Through its counsel:

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James J. Crongeyer, Jr. (MSB #10536)
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Alysson Mills, in her capacity as the court-appointed receiver (the "Receiver") for Arthur Lamar Adams and Madison Timber Properties, LLC, pursuant to the Federal Rules of Civil Procedure, issues the following First Set of Discovery Requests to Baker Donelson. Baker Donelson's responses are to be provided to:

Kristen Amond
MILLS & AMOND LLP
650 Poydras Street, Suite 1525
New Orleans, Louisiana 70130
kamond@millsamond.com

within 30 days of the issuance of these requests per the rules, or within such other period of time per the parties' agreement or court order.

Definitions

1. "You," "Your," or "Baker Donelson" means Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, its shareholders, officers, directors, employees, other staff (including independent contractors engaged by Baker Donelson), partners, corporate parent, subsidiaries, affiliates, and any other person or entities acting on behalf of or in the name of Baker Donelson.

2. "Alewright" means Alewright Investments, LLC, its members, partners, officers, directors, agents, and representatives.

3. "Alexander Seawright" means Alexander Seawright, LLC and its officers, directors, employees, members, agents, partners, corporate parent, subsidiaries, and affiliates, including Alewright Investments, LLC, Alexander Seawright Timber Fund I, LLC, and Alexander Seawright Timber Fund II, LLC.

4. "Timber Fund I" means Alexander Seawright Timber Fund I, LLC.

5. "Timber Fund II" means Alexander Seawright Timber Fund II, LLC.

6. "Madison Timber" means Madison Timber Company, Inc.; Madison Timber Fund, LLC; Madison Timber Properties, LLC; and any other Madison Timber affiliate.

7. "Madison Timber Receivership Cases" means *Alysson Mills v. Michael D. Billings, et al.*, No. 3:18-cv-679 (S.D. Miss.); *Alysson Mills v. Butler Snow, et al.*, No. 3:18-cv-866 (S.D. Miss.); *Alysson Mills v. Jon Darrell Seawright*, Adv. No. 3:20-cv-232 (S.D. Miss.); *Alysson Mills v. BankPlus, et al.*, No. 3:19-cv-196 (S.D. Miss.); *Alysson Mills v. The UPS Store, Inc.*, No. 3:19-cv-364 (S.D. Miss.); *Alysson Mills v. Trustmark Nat'l Bank, et al.*, No. 3:19-cv-941 (S.D. Miss.); and *Alysson Mills v. Stuart Anderson, et al.*, No. 3:20-cv-427 (S.D. Miss.).

8. "Madison Timber Recruiter" means, individually and collectively, Terry Wayne Kelly, Jr. Michael D. Billings, and William "Bill" McHenry, Jr.

9. "Commissions" means any money or other consideration paid to a Madison Timber Recruiter by Lamar Adams, Madison Timber, or any Madison Timber agent in exchange for recruiting investors to Madison Timber.

10. "Communication" means any contact or act by which information or knowledge is transmitted or conveyed between two or more persons and includes, without limitation, written contacts (whether by letter, email, memoranda, telegram, telefax, or other method) and oral contacts (whether by letter, email, memoranda, telegram, telefax, or other method).

11. "Document" should be construed as broadly as permissible under the Federal Rules of Civil Procedure. The term is intended to encompass any medium by which information is recorded, stored, communicated, or utilized by people or by computers. The term includes, without limitation, papers of any kind or type of character, including any writings, letters, emails, drawings, graphs, charts, photographs, sound recordings, images, text messages, and other data or data compilations stored in any form or medium.

12. "Identify" or "describe," in the context of a document or communication, means to provide a document's date, format, author(s), recipient(s), and to state the nature or subject matter of the document or communication. If a document or communication has already been produced, also include the document's Bates number.

13. "Identify" or "describe," in the context of a natural person, means to provide a person's full name, present or last known address, telephone number, the present or last known place of employment, the substance of the person's knowledge, where the person obtained such knowledge, whether the person discussed such knowledge with you, when such discussions occurred, who participated in such discussions, and the substance of all discussions.

14. "Identify" or "describe," in the context of an entity, means to state the entity's full name, last known address(es), telephone number, and organization form.

15. "Insurance Policies" means any professional liability insurance policy or other insurance agreement providing Baker Donelson coverage at any time under which an insurer may be liable to satisfy all or part of a judgment in this case or to indemnify or reimburse payments made to satisfy a judgment rendered in this case.

16. "Investments in Madison Timber" means investments in Madison Timber through Alexander Seawright.

17. "Alexander Seawright Investor" means those persons, limited liability companies, and other entities that invested in Timber Fund I. A list of the Alexander Seawright Investors may be found at MTR_00353684.

18. "Noteholders" means those persons, limited liability companies, and other entities that purchased Madison Timber promissory notes and are identified on MTR_00353685.

19. "Person" means any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

20. "Personal Business" has the same meaning as that used in Your Answer to the Receiver's Amended Complaint, including in paragraphs 101–104.

21. "Governance Documents" means any articles of incorporation, bylaws, partnership agreements, limited liability company agreements, limited partnership agreements, operating agreements, membership agreements, or like documents pertaining to Baker Donelson.

Documents that may have been destroyed

If any Document requested has been destroyed and no copy exists within Your possession, custody, or control, identify the Document, the date of its destruction, the reason for its destruction, the person responsible for its destruction, and any policy that called for its destruction.

Documents that may be privileged

If You object to any interrogatory or request, in whole or in part, on the basis of privilege, You must fully describe the nature and grounds of each privilege You claim.

If You object to the production of any Document on the basis of privilege or work product, describe the nature of the Document (for example, letter, memorandum, contract, etc.) and identify the Document by date of its creation, its subject matter, the persons who authored or created it, and the persons to whom it was directed or sent, and state the basis for withholding it.

Information or documents within your control

Your duty to respond includes the duty to provide answers concerning information, records, documents, and things not in Your physical possession, but which can be obtained from sources under Your control.

Electronic documents

Any responsive email should be produced with all of its attachments. All responsive electronic documents should be produced both in PDF form and in native form with corresponding metadata.

Ongoing duty to respond

These interrogatories and requests are deemed continuing until trial. If You discover or obtain any information sought by these requests after the interrogatories and requests have been answered, or if the answers for any reason shall later become incorrect or incomplete, You have a continuing duty to formally supplement any answers that You previously provided.

Time period

Unless otherwise noted, the time period in question is January 1, 2011, through April 30, 2018.

REQUESTS FOR ADMISSION

1. Admit that Baker Donelson represents to the public: "[W]e represent a range of organizations engaged in providing broker-dealer, investment advisory, investment banking, investment company, capital markets and banking services, with clients including national, regional and local broker-dealers, as well as investment advisers, dually registered firms, municipal advisors, municipal securities dealers, bank dealers, banks, capital markets groups, investment companies, investment managers and funds."

2. Admit that neither Jon Seawright nor Brent Alexander registered with the Securities and Exchange Commission as a broker-dealer or investment advisor.

3. Admit that Baker Donelson knew that Jon Seawright and Brent Alexander sold investments in Timber Fund I to Alexander Seawright Investors.

4. Admit that in connection with one or more of the Insurance Policies, Baker Donelson disclosed that Jon Seawright and Brent Alexander sold investments through Alexander Seawright, including investments in Timber Fund I.

5. Admit that Baker Donelson knew that Jon Seawright and Brent Alexander sold investments in Timber Fund I to clients of Baker Donelson.

6. Admit that Baker Donelson knew that Jon Seawright and Brent Alexander sold investments in Timber Fund I to shareholders of Baker Donelson.

7. Admit that Jon Seawright and Brent Alexander asked Baker Donelson shareholders to introduce Seawright, Alexander, or both to potential investors.

8. Admit that Jon Seawright and Brent Alexander asked Baker Donelson clients to make introductions to potential investors.

9. Admit that Baker Donelson knew that Jon Seawright and Brent Alexander mentioned their affiliation with Baker Donelson in materials, including a pitchbook, that they gave to potential investors.

10. Admit that Jon Seawright drafted security agreements, subscription agreements, and accompanying documents for investments made in Madison Timber.

11. Admit that Jon Seawright drafted security agreements, subscription agreements, and accompanying documents for Timber Fund I.

12. Admit that Jon Seawright drafted security agreements, subscription agreements and accompanying documents for Timber Fund II.

13. Admit that Baker Donelson's Jackson office's address formerly was 4268 I-55 North, Meadowbrook Office Park, Jackson, Mississippi 39211.

14. Admit that Baker Donelson's Jackson office's address currently is 100 Vision Drive, Suite 400, Jackson, Mississippi 39211.

15. Admit that Jon Seawright and Brent Alexander used Baker Donelson's Jackson office's addresses on Alexander Seawright's own documents.

16. Admit that Jon Seawright and Brent Alexander used Baker Donelson's Jackson office's addresses on Alexander Seawright's corporate filings with the Mississippi Secretary of State.

17. Admit that Jon Seawright and Brent Alexander used Baker Donelson's Jackson office to conduct Timber Fund I, Timber Fund II, or Madison Timber business.

18. Admit that Jon Seawright and Brent Alexander conducted Alexander Seawright and Madison Timber business during Baker Donelson's normal business hours.

19. Admit that Baker Donelson employees or staff assisted Jon Seawright and Brent Alexander with Alexander Seawright business.

20. Admit that Baker Donelson employees or staff assisted Alexander Seawright Investors and potential investors with subscriptions and documents pertaining to Timber Fund I or Timber Fund II.

21. Admit that that Jon Seawright and Brent Alexander made presentations about Alexander Seawright, Timber Fund I, Timber Fund II, and/or Madison Timber in Baker Donelson's Jackson office.

22. Admit that Jon Seawright and Brent Alexander held "closings" or other meetings for purposes of signing documents for Alexander Seawright, Timber Fund I, Timber Fund II, and/or Madison Timber in Baker Donelson's Jackson office.

23. Admit that Baker Donelson "runners" picked up checks for Alexander Seawright Investors.

24. Admit that "@bakerdonelson.com" signifies an email account created by Baker Donelson and over which Baker Donelson has control.

25. Admit that Jon Seawright and Brent Alexander used their @bakerdonelson.com email accounts to conduct Alexander Seawright, Timber Fund I, Timber Fund II, and/or Madison Timber business.

26. Admit that Jon Seawright and Brent Alexander used their @bakerdonelson.com email accounts to communicate with former or current Baker Donelson clients about Alexander Seawright, Timber Fund I, Timber Fund II, and/or Madison Timber.

27. Admit that Jon Seawright and Brent Alexander used their @bakerdonelson.com email accounts to communicate with Lamar Adams.

28. Admit that Jon Seawright and Brent Alexander used their @bakerdonelson.com email accounts to communicate with Baker Donelson shareholders, employees, or staff about Alexander Seawright, Timber Fund I, Timber Fund II, and/or Madison Timber.

29. Admit that the email attached as Exhibit A was sent from the Baker Donelson email account jseawright@bakerdonelson.com to a recipient who, as of the date of the email, was a then or former Baker Donelson client.

30. Admit that funds of one or more Baker Donelson clients were deposited into Baker Donelson's escrow accounts or IOLTA accounts and then disbursed to Alexander Seawright.

INTERROGATORIES

1. Identify any person who provided any information or otherwise contributed to Your responses to these Discovery Requests.

2. Identify any contract or agreement between You and Your agents, including Your counsel, and any defendant in any of the Madison Timber Receivership Cases, or their representatives, including any joint-defense agreements or any agreements for payment of any costs of litigation or defense of any other party.

3. Describe Your policies and procedures relating to the retention of records, data retention, data backup, data archiving, disaster recovery, or destruction of documents from 2011 to the present.

4. State the dates and positions of Jon Seawright's and Brent Alexander's employment by You from the inceptions of each relationship to present.

5. State the reasons for the termination of Brent Alexander's employment by Baker Donelson.

6. Describe the terms of Jon Seawright's "leave of absence" from Baker Donelson.

7. Describe Your policies and procedures relating to Baker Donelson shareholders' and employees' disclosure to You of any employment, professional engagement, or other Personal Business with an entity other than Baker Donelson.

8. Describe any and all legal or other services that Baker Donelson, Jon Seawright, or Brent Alexander provided to Lamar Adams or Madison Timber.

9. Identify every individual previously or currently employed by or affiliated with Baker Donelson who worked for, reported to, or was supervised by Jon Seawright and/or Brent Alexander.

10. Identify every individual previously or currently employed by or affiliated with Baker Donelson who had any contact or communications with Lamar Adams, Madison Timber Recruiter, or other representative of Madison Timber.

11. Identify every individual previously or currently employed by or affiliated with Baker Donelson who had any contact with or worked on any Alexander Seawright matter, including without limitation, any corporate filing by Alexander Seawright and the preparation of any documents by or for Alexander Seawright.

12. Identify every individual previously or currently employed by or affiliated with Baker Donelson who had any contact or communications with any Alexander Seawright Investor or potential investor in Alexander Seawright, Timber Fund I, or Timber Fund II.

13. Identify every individual previously or currently employed by, a shareholder of, or otherwise affiliated with Baker Donelson who invested in Madison Timber directly or indirectly through Alexander Seawright or Timber Fund I.

14. Identify any current or former Baker Donelson clients who are Alexander Seawright Investors or are known by you to be affiliated with any Alexander Seawright investors.

15. Describe Your policies and procedures relating to Your shareholders', employees', and other staffs' use of a Baker Donelson office's address for outside or Personal Business.

16. State whether You ever instructed Jon Seawright or Brent Alexander to cease using Baker Donelson's Jackson office's address for outside or Personal Business, providing for each such instance the dates and pertinent facts (individuals involved; substance of communication).

17. Describe Your policies and procedures relating to the conduct of outside or Personal Business by Your shareholders, employees, and other staff during Baker Donelson's normal business hours.

18. State whether You ever instructed Jon Seawright or Brent Alexander to cease conducting outside or Personal Business during Baker Donelson's normal business hours, providing for each such instance the dates and pertinent facts (individuals involved; substance of communication).

19. Describe Your policies and procedures relating to Your shareholders', employees', and other staffs' use of a Baker Donelson office, including without limitation its staff and conference rooms, for outside or Personal Business.

20. Describe Your policies and procedures relating to the reservation of Baker Donelson's conference rooms.

21. Describe Your policies and procedures relating to Your shareholders', employees', and other staffs' use of a Baker Donelson email account for outside or Personal Business.

22. State whether You ever instructed Jon Seawright or Brent Alexander to cease using Baker Donelson's offices; Baker Donelson's staff or employees; or Baker Donelson email accounts for outside or Personal Business, providing for each such instance the dates and pertinent facts (individuals involved; substance of communication).

23. Describe Your policies and procedures relating to Your shareholders', employees', and other staffs' solicitation of Your clients for outside or Personal Business.

24. State whether You ever instructed Jon Seawright or Brent Alexander to cease soliciting Your clients for outside or Personal Business, providing for each such instance the dates and pertinent facts (individuals involved; substance of communication).

25. State whether any governing or administrative body of Baker Donelson, including its Board of Directors and any committees or subcommittees, ever discussed or addressed any matter relating to Alexander Seawright, Timber Fund I, Timber Fund II, or Madison Timber,

providing for each such instance the dates and pertinent facts (individuals involved; substance of communication).

26. Describe any inspection, evaluation, or other due diligence conducted by You into Jon Seawright's and Brent Alexander's outside or Personal Business, including in particular, Alexander Seawright, Timber Fund I, and Timber Fund II.

27. State all facts and identify all Documents supporting Your statement in paragraph 72 of Your Answer to the Amended Complaint that Alexander and Seawright's "pursuit of . . . investment opportunities was outside the scope of their employment at the law firm."

28. State all facts and identify all Documents supporting the basis of Your denial of the Amended Complaint's paragraphs 74 and 78 that Alexander and Seawright pitched their fund to Baker Donelson's clients.

29. State all facts and identify all Documents supporting the basis of Your denial of the Amended Complaint's paragraph 83 that "Alexander and Seawright described their fund to potential investors who were clients of Baker Donelson as a 'friends and family' fund for preferred Baker Donelson partners and clients."

30. State all facts and identify all Documents supporting the basis of Your denial of the Amended Complaint's paragraph 85 that "Baker Donelson knew Alexander and Seawright relied on their affiliation with Baker Donelson to recruit investors, and Baker Donelson allowed it."

31. State all facts and identify all Documents supporting the basis of Your denial of the Amended Complaint's paragraph 90 that Baker Donelson allowed Jon Seawright "to draft subscription agreements and accompanying documents for investments in Madison Timber, which he sent to Adams from his Baker Donelson email account and which Adams used generally for Madison Timber's purposes."

32. State all facts and identify all Documents supporting the basis of Your denial of the Amended Complaint's paragraph 117 that the "key investor" for Timber Fund II was a Baker Donelson client.

33. If Your response to any Request for Admission is anything other than a categorical admission, please state the factual basis for Your answer to said Request for Admission, including identifying any documents upon which You rely in forming Your answer.

REQUESTS FOR PRODUCTION

1. Produce any and all Documents evidencing, referring, or relating in any way to any Communications between You or Your agents, including Your counsel, and any defendant in any of the Madison Timber Receivership Cases or their representatives and that in any way relate to either the Madison Timber Receivership Cases, Lamar Adams, or Madison Timber.

2. Produce copies of any contract or agreement (including any joint defense agreement) between You and any defendant in this case or any of the Madison Timber Receivership Cases.

3. Produce any and all Documents evidencing, referring, or relating in any way to the payment of any costs of litigation or defense of any other party in any of the Madison Timber Receivership Cases.

4. Produce the Insurance Policies.

5. Produce any notice of claim issued in connection with one or more of the Insurance Policies and in any way relating to this case or the claims asserted in this case.

6. Produce any and all Communications in any way concerning the Insurance Policies and relating to claims asserted in this case, including any Communications referring or relating to any notice of claim issued in connection with any of the Insurance Policies.

7. Produce the Governance Documents.

8. Produce any and all Documents evidencing, referring, or relating to Your policies and procedures concerning the retention of records, data retention, data backup, data archiving, disaster recovery, data deletion, or destruction of documents.

9. Produce any and all Documents evidencing, referring, or relating to the termination, resignation, or "leave of absence" of Jon Seawright and Brent Alexander.

10. Produce any and all Documents in Your possession or control referring or relating to Alexander Seawright, Timber Fund I, or Timber Fund II.

11. Produce any and all Documents in Your possession or control referring or relating to Madison Timber, Lamar Adams, or any Madison Timber Recruiter.

12. Produce any and all Documents evidencing, referring, or relating to Your policies and procedures relating to Baker Donelson shareholders', employees', or other staffs' disclosure to You of any employment, professional engagement, or other Personal Business outside the firm.

13. Produce any and all Documents evidencing, referring, or relating to any disclosure of Jon Seawright's and/or Brent Alexander's Personal Business or outside business made in connection with any of the Insurance Policies.

14. Produce any and all Documents evidencing, referring, or relating to Your policies and procedures relating to Baker Donelson shareholders', employees', or other staffs' use of Baker Donelson's address, e-mail accounts, letterhead, or the firm name for outside or Personal Business.

15. Produce any and all Documents evidencing, referring, or relating to Your policies and procedures relating to Baker Donelson shareholders', employees', and other staffs' use of Baker Donelson's offices, including without limitation its staff and conference rooms, for outside

or Personal Business, including any Documents relating to Your policies and procedures for reserving a conference room at Baker Donelson's office.

16. Produce any and all Documents evidencing, referring, or relating to any instance in which You instructed Jon Seawright or Brent Alexander to cease using Baker Donelson's address, e-mail accounts, letterhead, firm name, staff, or offices (including conference rooms) for outside or Personal Business.

17. Produce any and all Documents evidencing, referring, or relating to Your policies and procedures relating to the conduct of outside or Personal Business by Baker Donelson shareholders', employees', or other staff.

18. Produce any and all Documents evidencing, referring, or relating to any instance in which You instructed Jon Seawright or Brent Alexander to cease conducting outside or Personal Business during Baker Donelson's normal business hours, providing for each such instance the dates and pertinent facts.

19. Produce any and all Documents evidencing, referring, or relating to Your policies and procedures relating to Baker Donelson shareholders', employees', and other staffs' solicitation of Baker Donelson clients for outside or Personal Business.

20. Produce any and all Documents evidencing, referring, or relating to any instance in which You instructed Jon Seawright or Brent Alexander to cease soliciting Baker Donelson clients for outside or Personal Business, providing for each such instance the dates and pertinent facts.

21. Produce any and all Communications with or about Jon Seawright, Brent Alexander, or both, that refers, relates, or pertains in any way to their Personal Business, including without limitation Alexander Seawright, Timber Fund I, or Timber Fund II.

22. Produce any and all Documents evidencing, referring, or relating to Your policies and procedures relating to the handling of any client funds in a Baker Donelson escrow account or IOLTA account.

23. Produce any Documents referring, relating, or pertaining to work or services provided by Your employees or other staff in connection with Alexander Seawright, Timber Fund I, or Timber Fund II.

24. Produce the Equity Term Sheets referred to in paragraph 93 of Your Answer to the Receiver's Amended Complaint and all Documents referring, relating, or pertaining to the Equity Term Sheets.

25. Produce any and all Documents, including but not limited to agendas and minutes, evidencing, referring, or relating to any instance in which any governing or administrative body of Baker Donelson, including its Board of Directors and any committees or subcommittees, ever discussed or addressed any matter relating to Alexander Seawright or Madison Timber.

26. Produce any and all Documents evidencing, referring, or relating to any instance in which You inspected, evaluated, or otherwise conducted any due diligence into Jon Seawright and Brent Alexander's outside or Personal Business, including Alexander Seawright, Timber Fund I, and Timber Fund II.

27. Produce any and all Documents evidencing, referring, or relating to any instance in which You inspected, evaluated, or otherwise conducted any due diligence into Lamar Adams or Madison Timber.

28. Produce any and all Documents evidencing, referring, or relating to the deposit in or disbursement from Your escrow accounts or IOLTA accounts of any funds in which Alexander Seawright has or had an interest.

29. Produce any and all Documents evidencing, referring, or relating to the deposit in or disbursement from Your escrow accounts or IOLTA accounts of any funds in which an Alexander Seawright Investor has or had an interest and that relate to Timber Fund I or other investments in Alexander Seawright.

February 22, 2022

Respectfully submitted,

/s/ Lilli Evans Bass

Lilli Evans Bass, Miss. Bar No. 102896
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1755 Lelia Drive, Suite 400
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Counsel for the Receiver

/s/ Kristen Amond

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kamond@millsamond.com

Counsel for the Receiver

CERTIFICATE OF SERVICE

I certify that this day I have caused a copy of the foregoing to be served on all counsel of record via email and/or U.S. Mail, postage pre-paid.

Date: February 22, 2022 */s/ Kristen Amond*

Archived: Monday, November 5, 2018 4:05:03 PM
From: Seawright, Jon
Sent: boundary="_000_36CCD751E6AC8F4D9FA6C9EBB6A11D31E3C938D6JACKEXCH2firmbd_"MIME
To:
Cc: Alexander, Brent
Subject: RE: Times for call
Sensitivity: Normal

Thanks . Running funds through us or BD escrow is not a problem and what we expect too. I do not think there will be any resistance to walking the tracts either, although long-term I think Lamar is looking to establish a level of trust so he is not doing that for every tract and for every investor. But we intended to have him show them to us as well, so we can just make it a group event. Same with review of contract with the mill.

There are two items we should try to pin down today to determine whether we need a call tomorrow. On the fair split of profits, I think we can structure as debt or equity, but the fair split Lamar has in mind is 12% back to the investment group. As I understand the structure, he is going to know on the front end the total profit in the deal, so if set up as an equity investment he should be able to back into the 12% return and have the equity issued result in that amount. If your group is looking for something more than that, please let me know so I can raise it with Lamar and see if he is open to discussing further.

The other item is the timing of return. My understanding is the 1 year note structure is not meant to allow him to get in and out of the property and then hold funds as they are slowly paid out. Rather, the payments to investors are made as payments from the mill are made. So in an equity structure the cash flow would be the same as a 1 year note. I will confirm or correct that today and circle back with you, but in the meantime, assuming that is correct, let me know if that is a deal killer.

On legal and other admin expenses, that would come out of our share. jds

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From:
Sent: Wednesday, July 20, 2011 9:41 AM
To: Seawright, Jon D.
Cc: Alexander, Brent
Subject: RE: Times for call

Jon,
Our expectations are to fund this initial timber deal with a $300,000 equity investment with a fair split on the profits. Also, we will expect the funds to be distributed through you and Brent and possibly BD as escrow agents. However, would like to look at the initial tract as well as the contract with the mill to buy before the funding takes place. After the timber is purchased and sold, the initial investment would come back to the escrow account (our capital account) along with the profits. We would review the relationship at that point and if all is well, we would let the profits ride (less a share or allocation for you and Brent) for future investment in recreational land.

We would also assume that all the legal work, etc. would be covered in the allocation to you and Brent.

At that point we can look at the next deal.

We are not interested in loaning funds to be paid back over a year, but a quick in an out on each deal.

If we are not close on our expectations, then we do not need to go further.

From: Seawright, Jon D. [mailto:jseawright@bakerdonelson.com]
Sent: Tuesday, July 19, 2011 4:29 PM
To:
Cc: Alexander, Brent
Subject: RE: Times for call

With respect to the proposed investment, I would like to get a common understanding of proposed structure and what Brent and I proposed to get out of the deal . Better to get this handled up front I think.

First, our approach on this is to use this $300,000 raise for Lamar as a test run with the expectation that it will work out well and lead to additional raises and investments. Long term the goal is to raise a substantial amount of capital to make an equity investment in his timber management/land development company. He may discuss some of this on the call, but general idea is he sees value in long-term recreational land development. Down the road he is looking to have a pool of capital to allow him to acquire timber land to be used in part for current income and in part for development. The current income piece (sales of the timber and timber management) would fund a modest return (maybe 8%) on the total invested capital, while committing a piece of the capital to recreational land development, which is a longer investment period generally (but expected higher rate of return) . He estimated the mix of capital use would be around 60% committed to timber investment like we are proposing on the $300k, and 40% to land development. Those were just estimates though.

To get to the point where we can raise significant capital for this, we need to do some smaller investments to prove out the income earning potential of his timber acquisitions and model for pre-selling timber before committing to acquire timber rights. The current proposal would be set up as debt financing with his company issuing a conditional assignment of timber deed to secure the monthly installments on the note. We could do equity and still get the conditional assignment, but I prefer the creditor position.

Structure wise, our proposal is to have a new fund set up to raise capital for this and other investments with Lamar. Timber Fund would issue a new series of LLC interest for each investment with Lamar. So this one would be series A to raise $300,000. All income and cash flow form the two tracts funded from Series A proceeds would be allocated and distributed to the Series A members. For the next investment with Lamar, we would issue Series B, then Series C, etc. This would facilitate multiple investments with Lamar at a given time with potentially different groups of investors. In this instance you and your guys would invest in the fund, and then the fund would loan the money to Lamar's company in exchange for a note (1 year am schedule, equal monthly installments) and a conditional assignment of timber deed.

Obviously Brent and I expect to get a little piece of the action for putting this together and managing the fund. Our share would likely change with each investment, but what we propose for the initial round is all profits up to 10% go first to the Series A investors, then the remaining 2% would go to us. We would get paid on the back end only. We would be responsible for papering everything, liaison with Lamar, monitoring process of sale of timber, acquisition of timber rights, proper recording of documents, etc., distribution of loan repayments and otherwise managing the investment. Please let me know what you think. In full disclosure, we may have a separate arrangement with Lamar for a piece of his profit. We are still working through that though.

As for the call on Thursday, I do not have an agenda prepared. I think it is better to let Lamar give a thumbnail of how he operates and then allow you and a chance to ask some questions. If there is anything in particular you need addressed, please let me know what it is and I will ask Lamar to be prepared to respond.

I look forward to hearing from you. jds

Jon D. Seawright
Shareholder
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Meadowbrook Office Park
4268 I-55 North
Jackson, MS 39211
Direct: 601.351.8921
Cell: 601.842.6317
Fax: 601.974.8921
E-mail: jseawright@bakerdonelson.com
www.bakerdonelson.com

From:
Sent: Tuesday, July 19, 2011 9:57 AM
To: Seawright, Jon D.
Cc: Alexander, Brent
Subject: RE: Times for call

Jon,

, will be on the call as well. We will take the call at my office.

We have an equity position with a fast turn around in mind with the hopes that this will work into more deals in the future.

From: Seawright, Jon D. [mailto:jseawright@bakerdonelson.com]
Sent: Monday, July 18, 2011 5:13 PM
To:
Cc: Alexander, Brent
Subject: RE: Times for call

The call for 10:00 am CST on Thursday is confirmed. I will send around a call in number for everyone. Please let me know who else will be on the call.

Let me know if there is anything specific you want to address. Otherwise, we will use it as an intro session, allow Lamar to explain his business plan, give details on how he

operates, discuss the specifics of the two tracts being funded and take any questions you have. jds

Jon D. Seawright
Shareholder
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Meadowbrook Office Park
4268 I-55 North
Jackson, MS 39211
Direct: 601.351.8921
Cell: 601.842.6317
Fax: 601.974.8921
E-mail: jseawright@bakerdonelson.com
www.bakerdonelson.com

From:
Sent: Monday, July 18, 2011 3:16 PM
To: Seawright, Jon D.; Alexander, Brent
Subject: Times for call

Jon,
On Thursday or Friday, we can be available anytime from 9AM to 11AM.

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

IN RE: CONSOLIDATED DISCOVERY IN CASES FILED BY ALYSSON MILLS, IN HER CAPACITY AS RECEIVER FOR ARTHUR LAMAR ADAMS AND MADISON TIMBER PROPERTIES, LLC.	Case No. 3:22-cv-00036-CWR-FKB Arising out of Case No. 3:18-cv-252, *Securities and Exchange Commission v. Arthur Lamar Adams and Madison Timber Properties, LLC*
ALYSSON MILLS, IN HER CAPACITY AS RECEIVER FOR ARTHUR LAMAR ADAMS AND MADISON TIMBER PROPERTIES, LLC, Plaintiff, v. BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC; ALEXANDER SEAWRIGHT, LLC; BRENT ALEXANDER; and JON SEAWRIGHT, Defendants.	Case No. 3:18-cv-00866-CWR-FKB

RECEIVER'S SECOND SET OF DISCOVERY REQUESTS TO BAKER DONELSEON

To: Baker, Donelson, Bearman, Caldwell & Berkowitz, PC

Through its counsel:

Michael W. Ulmer (MSB #5760)
James J. Crongeyer, Jr. (MSB #10536)
WATKINS & EAGER PLLC
400 East Capitol Street, Suite 300
Jackson, MS 39201
mulmer@watkinseager.com
jcrongeyer@watkinseager.com

Craig D. Singer
Benjamin W. Graham
WILLIAMS & CONNOLLY LLP
725 Twelfth Street, N.W.
Washington, DC 20005
csinger@wc.com
bgraham@wc.com

Alysson Mills, in her capacity as the court-appointed receiver (the "Receiver") for Arthur Lamar Adams and Madison Timber Properties, LLC, pursuant to the Federal Rules of Civil Procedure, issues the following Second Set of Discovery Requests to Baker Donelson. Baker Donelson's responses are to be provided to:

Kristen Amond
MILLS & AMOND LLP
650 Poydras Street, Suite 1525
New Orleans, Louisiana 70130
kamond@millsamond.com

within 30 days of the issuance of these requests per the rules, or within such other period of time per the parties' agreement or court order.

Definitions

1. "You," "Your," or "Baker Donelson" means Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, its shareholders, officers, directors, employees, other staff (including independent contractors engaged by Baker Donelson), partners, corporate parent, subsidiaries, affiliates, and any other person or entities acting on behalf of or in the name of Baker Donelson.

2. "Alewright" means Alewright Investments, LLC, its members, partners, officers, directors, agents, and representatives.

3. "Alexander Seawright" means Alexander Seawright, LLC and its officers, directors, employees, members, agents, partners, corporate parent, subsidiaries, and affiliates, including Alewright Investments, LLC, Alexander Seawright Timber Fund I, LLC, and Alexander Seawright Timber Fund II, LLC.

4. "Baker Donelson Employees" shall refer, collectively and individually, to any current or former employees or shareholders of Baker Donelson, including without limitation: Kathy Acquilano, John Beard, Susan Clement, Patricia Cloer, Barry Cockrell, Janie Jenkins,

Deborah Martinez-Ripka, Alan McKiernon, Brett Oeser, Lance Rea, William Reed, Tim Searcy, Randy Staggers, Carter Thompson, Dawn Pitts Washington, Tanya Wasser.

5. "Timber Fund I" means Alexander Seawright Timber Fund I, LLC.

6. "Timber Fund II" means Alexander Seawright Timber Fund II, LLC.

7. "Madison Timber" means Madison Timber Company, Inc.; Madison Timber Fund, LLC; Madison Timber Properties, LLC; and any other Madison Timber affiliate.

8. "Madison Timber Receivership Cases" means *Alysson Mills v. Michael D. Billings, et al.*, No. 3:18-cv-679 (S.D. Miss.); *Alysson Mills v. Butler Snow, et al.*, No. 3:18-cv-866 (S.D. Miss.); *Alysson Mills v. Jon Darrell Seawright*, Adv. No. 3:20-cv-232 (S.D. Miss.); *Alysson Mills v. BankPlus, et al.*, No. 3:19-cv-196 (S.D. Miss.); *Alysson Mills v. The UPS Store, Inc.*, No. 3:19-cv-364 (S.D. Miss.); *Alysson Mills v. Trustmark Nat'l Bank, et al.*, No. 3:19-cv-941 (S.D. Miss.); and *Alysson Mills v. Stuart Anderson, et al.*, No. 3:20-cv-427 (S.D. Miss.).

9. "Madison Timber Recruiter" means, individually and collectively, Terry Wayne Kelly, Jr. Michael D. Billings, and William "Bill" McHenry, Jr.

10. "Commissions" means any money or other consideration paid to a Madison Timber Recruiter by Lamar Adams, Madison Timber, or any Madison Timber agent in exchange for recruiting investors to Madison Timber.

11. "Communication" means any contact or act by which information or knowledge is transmitted or conveyed between two or more persons and includes, without limitation, written contacts (whether by letter, email, memoranda, telegram, telefax, or other method) and oral contacts (whether by letter, email, memoranda, telegram, telefax, or other method).

12. "Document" should be construed as broadly as permissible under the Federal Rules of Civil Procedure. The term is intended to encompass any medium by which information is

recorded, stored, communicated, or utilized by people or by computers. The term includes, without limitation, papers of any kind or type of character, including any writings, letters, emails, drawings, graphs, charts, photographs, sound recordings, images, text messages, and other data or data compilations stored in any form or medium.

13. "Identify" or "describe," in the context of a document or communication, means to provide a document's date, format, author(s), recipient(s), and to state the nature or subject matter of the document or communication. If a document or communication has already been produced, also include the document's Bates number.

14. "Identify" or "describe," in the context of a natural person, means to provide a person's full name, present or last known address, telephone number, the present or last known place of employment, the substance of the person's knowledge, where the person obtained such knowledge, whether the person discussed such knowledge with you, when such discussions occurred, who participated in such discussions, and the substance of all discussions.

15. "Identify" or "describe," in the context of an entity, means to state the entity's full name, last known address(es), telephone number, and organization form.

16. "Insurance Policies" means any professional liability insurance policy or other insurance agreement providing Baker Donelson coverage at any time under which an insurer may be liable to satisfy all or part of a judgment in this case or to indemnify or reimburse payments made to satisfy a judgment rendered in this case.

17. "Investments in Madison Timber" means investments in Madison Timber through Alexander Seawright.

18. "Alexander Seawright Investor" means those persons, limited liability companies, and other entities that invested in Timber Fund I. A list of the Alexander Seawright Investors may be found at MTR_00353684.

19. "Noteholders" means those persons, limited liability companies, and other entities that purchased Madison Timber promissory notes and are identified on MTR_00353685.

20. "Person" means any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

21. "Personal Business" has the same meaning as that used in Your Answer to the Receiver's Amended Complaint, including in paragraphs 101–104.

22. "Governance Documents" means any articles of incorporation, bylaws, partnership agreements, limited liability company agreements, limited partnership agreements, operating agreements, membership agreements, or like documents pertaining to Baker Donelson.

Documents that may have been destroyed

If any Document requested has been destroyed and no copy exists within Your possession, custody, or control, identify the Document, the date of its destruction, the reason for its destruction, the person responsible for its destruction, and any policy that called for its destruction.

Documents that may be privileged

If You object to any interrogatory or request, in whole or in part, on the basis of privilege, You must fully describe the nature and grounds of each privilege You claim.

If You object to the production of any Document on the basis of privilege or work product, describe the nature of the Document (for example, letter, memorandum, contract, etc.) and identify the Document by date of its creation, its subject matter, the persons who authored or created it, and the persons to whom it was directed or sent, and state the basis for withholding it.

Information or documents within your control

Your duty to respond includes the duty to provide answers concerning information, records, documents, and things not in Your physical possession, but which can be obtained from sources under Your control.

Electronic documents

Any responsive email should be produced with all of its attachments. All responsive electronic documents should be produced both in PDF form and in native form with corresponding metadata.

Ongoing duty to respond

These interrogatories and requests are deemed continuing until trial. If You discover or obtain any information sought by these requests after the interrogatories and requests have been answered, or if the answers for any reason shall later become incorrect or incomplete, You have a continuing duty to formally supplement any answers that You previously provided.

Time period

Unless otherwise noted, the time period in question is January 1, 2011, through April 30, 2018.

INTERROGATORIES

34. For each of the Baker Donelson Employees state: (1) the date and substance of his or her dealings with Lamar Adams, Madison Timber, or Alexander Seawright; (2) his or her position(s) at all relevant times; (3) his or her knowledge of any of the facts and transactions alleged in this Complaint in this lawsuit.

REQUESTS FOR PRODUCTION

30. Produce the complete personnel file of Jon Seawright, including but not limited to, any documents, communications, records, memoranda, or notes that were part of his personnel file at any time.

31. Produce the complete personnel file of Brent Alexander, including but not limited to, any documents, communications, records, memoranda, or notes that were part of his personnel file at any time.

32. Produce any and all documents and communications related to any employment agreements between You and Jon Seawright.

33. Produce any and all documents and communications related to any employment agreements between You and Brent Alexander.

June 17, 2022

Respectfully submitted,

/s/ Lilli Evans Bass

Lilli Evans Bass, Miss. Bar No. 102896
BROWN BASS & JETER, PLLC
1755 Lelia Drive, Suite 400
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Counsel for the Receiver

/s/ Kristen Amond

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Primary Counsel

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Tel: 504-383-0332
kamond@millsamond.com

Counsel for the Receiver

CERTIFICATE OF SERVICE

I certify that this day I have caused a copy of the foregoing to be served on all counsel of record via email.

Date: June 17, 2022 */s/ Kristen Amond*