

Hon. David G. Estudillo

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

NATHEN BARTON,

Plaintiff,

v.
REAL INNOVATION, INC.;
RICHARDSON MARKETING GROUP,
LLC; DERYCK D. RICHARDSON; PETER
REIERSON; and JOHN DOES 1-10,

Defendants.

Case No.: 3:24-CV-05194-DGE

**JOINT DISCOVERY DISPUTE
STATEMENT**

The parties jointly submit this discovery dispute statement:

This case involves at least 277 calls (Dkt 1-1, ¶144 -145) and damages could exceed a million dollars. This discovery dispute concerns the 30(b)(6) topics identified for Mr. Barton’s deposition of Real Innovation, Inc. scheduled to occur on **February 6, 2025**. Mr. Barton submitted 503 numbered topics with many subparts. Real Innovation focuses only on few for the Court’s guidance. Due to the total number, the number of topics addressed below is quite large. Thus, a copy of the entire 30(b)(6) notice is provided for reference.

1 1. **Topics As to Contentions: # 2, 7, 14, 15, 16, 74, 75, 76, 77, 79, 80, 81, 281, &**
2 **292.**

3 **Real Innovation’s Position:** These “topics” are essentially contention
4 interrogatories as to legal positions and contentions which are improper to request
5 of a lay witness during a 30(b)(6) deposition.

6 *Shreves v. Frontier Rail Corp.*, No. 1:19-cv-03012-SMJ, 2021 U.S. Dist. LEXIS 54899,
7 *8-9, 2021 WL 6206635 (E. d. Wash. March 23, 2021) (“[A] Rule 30(b)(6)
8 deposition [is] an improper vehicle for taking discovery into legal contentions.”);
9 *Zeleny v. Newsom*, No. 17-CV-07357-RS (TSH), 2020 U.S. Dist. LEXIS 100944,
10 2020 WL 3057467, at *2 (N.D. Cal. June 9, 2020 (questions seeking legal
11 conclusions are an improper topic for a Rule 30(b)(6) deposition).

12 **Mr. Barton’s Position:** There are two topics in this lawsuit. #1 – did Real
13 innovation have consent to call Barton. Barton asks for the kind of *information*
14 *known or reasonably available to the organization* 30(b)(6) witnesses must provide.
15 [Adamson v. Pierce Cntry.](#), 3:21-cv-05592-TMC, 7 (W.D. Wash. Nov. 3, 2023).

16 Not the legal conclusions the *Shreves* case dealt with: *you would agree that if Yakima*
17 *Central failed to fully comply with its Internal Control Plan that it would be in violation of*
18 *federal regulations; correct?* Not the interpretation of the open carry laws the *Zeleny*
19 case dealt with.

20 RI signed a contract with terms that each side presumably understood before
21 signing it. Barton should be permitted to ask Real Innovation what their
22 understanding of their obligations under the contract were, using the terms in the
23 contract or simple business and contract language.

24 2. **Topics That Call for Legal Conclusions: # 71, 74, 75, 80, 81, 89, 490, 491, 492,**
25 **493, 494, & 495.**

26 **Real Innovation’s Position:** Each of these “topics” seeks information as to legal
27 conclusions, interpretations, and decisions.

28 *Shreves v. Frontier Rail Corp.*, No. 1:19-cv-03012-SMJ, 2021 U.S. Dist. LEXIS 54899,
*8-9, 2021 WL 6206635 (E. d. Wash. March 23, 2021) (“[A] Rule 30(b)(6)
deposition [is] an improper vehicle for taking discovery into legal contentions.”);
Zeleny v. Newsom, No. 17-CV-07357-RS (TSH), 2020 U.S. Dist. LEXIS 100944,
2020 WL 3057467, at *2 (N.D. Cal. June 9, 2020 (questions seeking legal
conclusions are an improper topic for a Rule 30(b)(6) deposition); *Microsoft v.*
Motorola, Inc., No. C10-1823JLR, 2013 U.S. Dist. LEXIS 109905, at *74–78, 2013
WL 4008822 (W.D. Wash. Aug. 5, 2013) (“legal conclusions are left to the court”);

1 *Jones v. Rabanco, Ltd.*, No. C03-3195P, 2006 U.S. Dist. LEXIS 27148, at *23 (W.D.
2 Wash. April 26, 2006); *Cutter & Buck, Inc. v. Genesis Ins. Co.*, 306 F. Supp. 2d 988 at
3 999 (2004) (“it is inadmissible as a legal conclusion because contract interpretation
4 is a matter of law to be determined by the court).

5 **Mr. Barton’s Position:** See Barton’s response to #1. On 490-495, RI says Barton
6 asked for the calls but didn’t counter-sue Barton. Barton only asks for the facts of
7 why. The answers could be from “we could not afford it” to “our name was not
8 listed in the website’s consent disclosure”. Neither are legal conclusions.

- 9 **3. Topics That Call for Mental Impressions of Attorney: # 2, 7, 14, 15, 16, 74, 75,**
10 **76, 77, 79, 80, 81, 281, 282-291, 292, 490, 491, 492, 493, 494, & 495.**

11 **Real Innovation’s Position:** These “topics” call for the mental impressions of Real
12 Innovation’s attorneys and seek a dress rehearsal of trial. These topics request each
13 “fact”, “document,” or “witness” that support either a contention or legal position.
14 This necessarily requires disclosure of the mental impressions of Real Innovation’s
15 counsel as to what documents, facts, or witnesses may be used at trial. That
16 information is protected by the attorney work-product doctrine.

17 Fed. R. Civ. P. 26(b)(3)(B); *Johnson v. Ocean Ships, Inc.*, No. C05-5615RJB, 2006
18 U.S. Dist. LEXIS 52281, at *8-9 (W.D. Wash. July 31, 2006) (holding that “the
19 exact documents and witnesses the [Defendant] intends to use for each affirmative
20 defense reveals counsel’s mental impressions, is work product and so is
21 privileged.”); *Cmty. Ass’n for Restoration of the Env’t, Inc. v. Henry Bosma Dairy*, No.
22 13-cv-3019-TOR, 2014 U.S. Dist. LEXIS 205275, at *8 (E.D. Wash. Sept. 8, 2014)
23 (citing *Garcia v. City of El Centro*, 214 F.R.D. 587, 591 (S.D. Cal. 2003) (citing *In re*
24 *Murphy*, 560 F.2d 326, 337 (8th Cir. 1977))).

25 **Mr. Barton’s Position:** See Barton’s responses to #1 and #2.

- 26 **4. Topics That Are Overly Burdensome, Not Reasonably Calculated to Lead to the**
27 **Discovery of Admissible Evidence, and Not Proportional to the Needs of the**
28 **Case: #335, 336, 337, 338, 339, 340, 341, & 342.**

Real Innovation’s Position: These topics relate to interactions with people other
than Mr. Barton and do not relate to the specific calls for which Mr. Barton
complains. Responding would require significant time, labor, and expense to
identify all the calls transferred from RMG or BPO over a two-year period, obtain
the recordings, and review each of the hundreds of recordings of transfers to Real
Innovation to identify if the person identified to the company that they “did not
know why they were called”, “did not give permission to be called,” stated they
“heard the name ‘American Benefits’” or “‘Senior Benefits’”, stated they “did not

1 know why they were called,” or stated they “did not give permission to be called.”

2 FRCP 26(b)(1)-(2).

3 **Mr. Barton’s Position:** #1 – RI demands we take their word the requests are overly
4 burdensome. And this line of questioning is critical to Barton’s case involving
5 hundreds of phone calls – RI knew or should have known that RI’s telemarketers
6 RMG and BPO were calling people without consent because of the frequency by
7 which called parties complained of unwanted calls or were bewildered as to why
8 they were called. Only RI has the critical information of how many complaints RI
9 received, and when. [Adamson](#).

10 RI should already have half this information via 47 CFR § 64.1200(d)(3) and 47
11 CFR § 64.1200(d)(6). It’s on RI if they did not document called parties who
12 complained about unwanted calls or expressed they had not consented to the call at
13 *the time of the calls*.

14 And RI should know if the Telemarketers they hired, RMG and BPO, were using
15 the fake monikers American Benefits or Senior Benefits in the calls RMG and BPO
16 were transferring to RI. Indeed, RI was contractually obligated to prevent RMG
17 from committing any TCPA violations in the calls RMG transferred to RI.

18 **5. Topics Regarding Settlements: # 343 & 344.**

19 **Real Innovation’s Position:** Settlements are not admissible to prove liability or
20 impeach. Mr. Barton stated that he is seeking this information to identify “if RI
21 found the complaints to be credible.” As the Court knows, there can be many
22 reasons to settle an alleged claim: efficiency, cost, time, distraction, etc. for which a
23 party may settle (even if they can prove that the claims are frivolous). Additionally,
24 any settlement agreement includes a confidentiality provision whereby the terms,
25 details, and even the names of the parties involved are confidential and bind the
26 parties against disclosure without a court order.

27 Consequently, settlements are inadmissible under ER 408(a). As to discovery of
28 customer complaints related to RMG or BPO, that information is asked in multiple
other discovery requests and topics and, if discoverable, does not need to implicate
“settlements.”

Mr. Barton’s Position: See Barton’s response to #4. It is highly relevant if
consumers made complaints of unwanted calls sufficient for RI to pay a settlement,
yet RI continued hiring RMG and BPO without investigating the complaints of
unwanted calls even as they paid settlements, leading to Barton’s injury.

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DATED January 14, 2025

NATHEN BARTON

/s/ Nathen Barton

DATED January 14, 2025

MAUSETH LEGAL, PLLC



Jensen S. Mauseth WSBA No. 45546
Mauseth Legal, PLLC
16108 Ash Way, Suite 201
Lynnwood, WA 98087
Telephone: (425) 242-5111
Fax: (425) 242-5114
Email: jmauseth@mausethlegal.com

*Attorneys for Defendants Real Innovation, Inc.
and Peter Reiersen.*

CERTIFICATE OF SERVICE

I hereby certify under the penalty of perjury under the laws of the State of Washington that on the date given below, I caused to be served a true and correct copy of the foregoing JOINT DISCOVERY DISPUTE STATEMENT to the following person(s) in the manner indicated below at the following address(es):

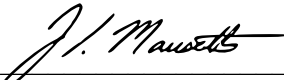
Electronic Service Electronic Mail U.S. Mail Hand Delivery

Nathen Barton
4618 NW 11th CIR
Camas, WA 98607
Tel.: (972) 207-5749

Deryck D. Richardson
4843 Drayton Rd.
Hilliard, OH 43026

Richardson Marketing Group, LLC
c/o Deryck D. Richardson
4843 Drayton Rd.
Hilliard, OH 43026

DATED this 14th day of January 2025, at Lynnwood, Washington.



Jensen Mauseth

Honorable David G. Estudillo

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

NATHEN BARTON,
Plaintiff

v.

Real Innovation Inc, Richardson
Marketing Group LLC, Deryck D
Richardson, and Peter Reiersen
Defendants.

CASE NO. No. 3:24-cv-05194-DGE

NOTICE OF DEPOSITION

PURSUANT TO FRCP 30(B)(6)

NOTICE OF DEPOSITION PURSUANT TO FRCP 30(B)(6)

TO: CLERK OF THE COURT
Real Innovation Inc via Jensen Mauseth, counsel for Defendant

Plaintiff will take the deposition upon oral examination of through such officer, director,
managing agent, or other persons as may be designated by the Defendant upon oral examination
before a court reporter at the following time and place:

DEPONENT: Real Innovation Inc
DATE: February 6, 2025
START TIME: 9:30 a.m. Pacific Time
LOCATION: Office of Mauseth Legal PLLC
16108 Ash Way Suite 201, Lynnwood WA 98087

1 The oral examination to be subject to continuance or adjournment from time to time or
2 place to place until completed, and to be taken on the grounds and for the reason the said
3 witnesses will give evidence material to the establishment of Plaintiff’s case.

4 **Matters for Examination**

5 Pursuant to FRCP 30(b)(6), Real Innovation Inc (“RI” or “RIL”) is required to designate
6 and fully prepare one or more officers, directors, managing agents, or other people who consent
7 to testify on behalf of Real Innovation Inc, and whom Real Innovation Inc will fully prepare to
8 testify regarding all information that is known or reasonably available to Real Innovation Inc’s
9 organization regarding the following designated matters:

- 10
- 11 1. Documents RI has disclosed to Barton as part of discovery in this case, including
audio recordings.
 - 12 2. Does RI contend that it had consent to call the (972) 207 5749 phone number at any
13 time in the year 2023? If YES, what facts support RI’s contention? What documents
14 does RI believe support RI’s facts? If NO, does RI contend that RMG had consent to
call the (972) 207 5749 phone number in 2023 and transfer the calls to RI? Could
15 BPO do it?
 - 16 3. How RI obtained consent to call the (972) 207 5749 phone number. Are there more
documents relevant to this that have not been disclosed to Mr. Barton?
 - 17 4. Complaints RI has received about unwanted phone calls RI’s vendors were
18 transferring to RI. Are any of those complaints documented?
 - 19 5. What RI did or didn’t do in response to complaints RI has received about unwanted
phone calls RI’s vendors were transferring to RI.
 - 20 6. How RI obtained consent for entities to call the (972) 207 5749 phone number on its
21 behalf. Are there more documents relevant to this that have not been disclosed to Mr.
Barton? What are those documents?
 - 22 7. What facts does RI have that Barton consented to receive calls at phone number (972)
23 207 5749 from RI, Richardson Marketing Group LLC (“RMG”), or Progressive BPO
24 (“BPO”)?

- 1 8. To RI's knowledge, did RMG and BPO know of each other? If YES what knowledge
2 of this did RI have? When did RI first know this?
- 3 9. To RI's knowledge, did RMG and BPO work together? If YES what knowledge of
4 this did RI have? When did RI first know this?
- 5 10. Name the other companies RI was contracting with during 2023 with to transfer calls
6 to RI that were providing similar services as BPO and RMG. When during 2023
7 were those companies' transferring callers to RI? If YES what knowledge of this did
8 RI have? When did RI first know this?
- 9 11. Name the other companies RI was contracting with during 2024 with to transfer calls
10 to RI that were providing similar services as BPO and RMG. When during 2024
11 were those companies' transferring callers to RI? If YES what knowledge of this did
12 RI have? When did RI first know this?
- 13 12. To RI's knowledge, did any of these companies RI was contracting with to transfer
14 calls to RI know each other? If YES what knowledge of this did RI have? When did
15 RI first know this?
- 16 13. To RI's knowledge, did any of these companies RI was contracting with to transfer
17 calls to RI work together? If YES what knowledge of this did RI have? When did RI
18 first know this?
- 19 14. What facts does RI have that Barton consented to receive calls at phone number (972)
20 207 5749 on RI's behalf. Are there more documents relevant to this?
- 21 15. What facts does RI have that supports any claim that Barton consented to receive
22 calls at phone number (972) 207 5749 from RI, RMG, or BPO? What documents
23 support those facts?
- 24 16. What facts does RI have about Barton that they may use to discredit Barton. What
documents support those facts?
17. What parties executed the Lead Provision Agreement (Pages 43-44 of Dkt. 12)? For
each party, why does RI believe they executed it?
18. Did RI sign anything with RMG that supersedes or modifies the Lead Provision
Agreement (Pages 43-44 of Dkt. 12)? If YES, what did RI sign? What were the
terms of what RI signed? When did RI sign it?
19. What parties executed Exhibit A (Page 45 of Dkt. 12)? For each party, why does RI
believe they executed it?

- 1 20. Did RI sign anything with RMG that supersedes or modifies Exhibit A (Page 45 of
2 Dkt. 12)? If YES, what did RI sign? What were the terms of what RI signed? When
3 did RI sign it?
- 4 21. What is or was the name of each RI corporate executive during the years 2022 and
5 2023.
- 6 22. What state was each RI corporate executive located in during the years 2022 and
7 2023.
- 8 23. During the year 2023 who decided if Peter Reiersen is making good business
9 decisions for RI. For anyone RI identifies, what is their role and title at RI?
- 10 24. During the year 2023 who could fire Peter Reiersen from his role at RI. For anyone
11 RI identifies, what is their role and title at RI?
- 12 25. In RI's answer to Production Request No. 15 RI said "Real Innovation objects that
13 any "telephone solicitation" was "initiated" on its behalf. What does RI understand
14 "initiated" in Production Request No. 15 to mean? What does RI understand
15 "initiated" to mean?
- 16 26. Does RI believe that dialing someone's phone number is initiating a call? Why or
17 why not?
- 18 27. During the years 2022 and 2023 what corporate executives were responsible for
19 deciding how to resolve complaints of RI's vendors initiating unwanted telephone
20 calls to people like Barton and those calls being transferred to RI.
- 21 28. During the year 2023, what process did RI use to resolve complaints of RI's vendors
22 initiating unwanted telephone calls to people like Barton and those calls being
23 transferred to RI. Is the process documented somewhere?
- 24 29. What were the names of the corporate executives who took part in deciding to hire
RMG and BPO.
30. What does the term due diligence mean to RI.
31. Were there any criteria other than the cost that determined why RMG was hired, and
if so, what were they? Is there any tangible evidence of this?
32. Were there any criteria other than the cost that determined why BPO was hired, and if
so, what were they? Is there any tangible evidence of this?
33. What if any due diligence did RI complete to have confidence RMG would obey
telemarketing laws before RI entered into a contract with them.

- 1 34. What corporate executive or executives were responsible for deciding what due
2 diligence was needed before RI entered into a contract with RMG?
- 3 35. Are there documents showing the process RI used to decide to hire RMG? If YES
4 what are those documents?
- 5 36. Did Peter Rierson know what due diligence was done before hiring RMG? Are there
6 documents discussing it?
- 7 37. Did RI ever ask RMG to explain how they complied with the telemarketing laws of
8 every state they called into? If YES when did RI first ask them? Are there documents
9 showing what RI asked or how they responded?
- 10 ~~38. Did RI ever ask RMG to explain how they complied with the telemarketing laws of
11 any state they called into? If YES when did you first ask them? Are there documents
12 showing what you asked or how they responded?~~
- 13 39. Did RI ever check public records to see if RMG had a history of violating
14 telemarketing laws? If yes, what is the date RI first checked? Are there documents
15 showing what RI searched and what RI found?
- 16 40. At the times RMG called (972) 207-5749 and transferred the call to RI, did RI believe
17 RMG needed a valid (972) area code Subscription Account Number?
- 18 41. Did RI ever know RMG's 2023 Subscription Account Numbers for the area codes
19 they were transferring calls to RI? If yes, what is the first date RI knew? Are there
20 documents showing what RI knew?
- 21 42. Did RI ask to see RMG's 2023 Subscription Account Numbers for the area codes
22 they were transferring calls to RI? If yes, what is the date RI first asked? Are there
23 documents showing RI asking RMG, or their response?
- 24 43. Before signing the Lead Provision Agreement (Dkt 12 pages 43-45), did RI have any
reason to know that RMG was willing to sell RI the phone numbers of people who
did not consent to solicitation calls as a Lead? If so what if anything did RI do to
determine if RMG was selling the phone numbers of people who did not consent to
solicitation calls as a Lead?
- ~~44. Before signing the Lead Provision Agreement (Pages 43-44 of Dkt. 12), did you have
any reason to know that RMG was willing to sell you the phone numbers of people
who did not want solicitation calls as a Lead? If so what if anything did you to
determine if RMG was selling the phone numbers of people who did not want
solicitation calls as a Lead?~~
45. What if any due diligence did RI do to have confidence BPO would obey
telemarketing laws before RI entered into a contract with them? Are there documents
showing the due diligence RI did?

- 1 46. What corporate executive was responsible for deciding what due diligence was
2 needed before RI entered into a contract with BPO?
- 3 47. Did Peter Rierson know what due diligence was done before hiring BPO? Are there
4 documents showing what Peter Rierson knew before BPO was hired?
- 5 48. Did RI ever ask BPO to explain how they complied with the telemarketing laws of
6 every state they called into? If yes, what is the first date RI asked? Are there
7 documents showing what RI asked BPO?
- 8 49. Did RI ever ask BPO to explain how they complied with the telemarketing laws of
9 any state they called into? If yes, what is the first date RI asked? Are there documents
10 showing what RI asked?
- 11 50. Did RI ever ask BPO to explain how they complied with any federal telemarketing
12 laws? If yes, what is the first date RI asked? Are there documents showing what RI
13 asked?
- 14 51. Did RI ever check public records to see if BPO had a history of violating
15 telemarketing laws? If yes, what is the date RI first checked? What public records
16 did RI check? Are there documents showing what RI checked and the results they
17 got?
- 18 52. At the times BPO called (972) 207-5749 and transferred the call to RI, did RI believe
19 BPO needed a valid (972) area code Subscription Account Number?
- 20 53. Did RI ever know BPO's 2023 Subscription Account Numbers for the area codes
21 they were transferring calls to RI? If yes, what is the first date RI knew? Are there
22 documents showing what RI knew BPO's 2023 Subscription Account Numbers for
23 the area codes they were transferring calls to RI?
- 24 54. Did RI ever ask to see BPO's 2023 Subscription Account Numbers for the area codes
they were transferring calls to RI? If yes, what is the date RI first asked? Are there
documents showing what RI asked BPO to show and what if anything they gave RI in
return?
55. What RI corporate executive or executives were responsible for RI deciding not to
have a Subscription Account Number for the (972) area code during the year 2023?
56. What RI corporate executive or executives were responsible for RI deciding not to
have a Subscription Account Number for any area code during the year 2023?
57. What does the word "solicitation" mean?
58. What does the word "evidence" mean?
59. What services did BPO provide RI from March 21, 2023, through present.

- 1 60. What services did RMG provide RI from July 24, 2023, through December 6, 2023.
- 2 61. Were all the RMG services they provided RI governed by the Lead Provision
- 3 Agreement (Pages 43-44 of Dkt. 12) signed on 7/24/2023?
- 4 62. Did RI sign the Lead Provision Agreement (Pages 43-44 of Dkt. 12)? Please highlight
- 5 where RI signed on this copy of the Lead Provision Agreement.
- 6 63. Where is RI's name or how is RI identified in the Lead Provision Agreement (Pages
- 7 43-44 of Dkt. 12)? Please highlight where RI is identified on this copy of the Lead
- 8 Provision Agreement.
- 9 64. Did RI read the Lead Provision Agreement (Pages 43-44 of Dkt. 12) before it was
- 10 made effective on 7/24/2023?
- 11 65. Did RI understand everything in the Lead Provision Agreement (Pages 43-44 of Dkt.
- 12 12) before it was made effective on 7/24/2023?
- 13 66. Did RI have an opportunity to ask RMG about anything RI didn't understand in the
- 14 Lead Provision Agreement (Pages 43-44 of Dkt. 12) before it was made effective on
- 15 7/24/2023?
- 16 67. Did RI ask RMG about anything RI didn't understand in the Lead Provision
- 17 Agreement (Pages 43-44 of Dkt. 12) before it was made effective on 7/24/2023? If
- 18 YES are there any documents showing what RI asked RMG? Are there any
- 19 documents showing their responses?
- 20 68. Did the name Chuck Hoskovec in the Lead Provision Agreement (Pages 43-44 of
- 21 Dkt. 12) really mean RI?
- 22 69. Didn't the Lead Provision Agreement (Pages 43-44 of Dkt. 12) say: "Buyer is
- 23 responsible for ensuring compliance with all state and federal laws and regulations
- 24 regarding its purchase and use of the Leads."?
70. Do you agree the Lead Provision Agreement (Pages 43-44 of Dkt. 12) said: "Buyer is
- responsible for ensuring compliance with all state and federal laws and regulations
- regarding its purchase and use of the Leads."? At the time RI signed the Lead
- Provision Agreement, did RI believe RI was responsible for compliance with all state
- law regulations regarding the use of the Leads? If NO, why not? Prior to Barton
- filing a lawsuit, did RI believe RI was responsible for compliance with all state law
- regulations regarding the use of the Leads?
71. The Lead Provision Agreement (Pages 43-44 of Dkt. 12) said: "Buyer is responsible
- for ensuring compliance with all state and federal laws and regulations regarding its
- purchase and use of the Leads." Was RI responsible for compliance with all federal
- law regulations regarding the use of the Leads? If NO, why not?

- 1 72. Do you agree the Lead Provision Agreement (Pages 43-44 of Dkt. 12) says: “This
2 Agreement represents the entire agreement of the parties and may be amended only
3 by a writing signed by each of them.”? Does RI have an amendment of the Lead
4 Provision Agreement that is signed by RMG and RI? Does RI have an amendment of
5 the Lead Provision Agreement that is not signed by RMG and RI?
- 6 73. Where is Exhibit A (Page 45 of Dkt. 12) signed by RMG? Can RI highlight on this
7 copy of Exhibit A where it was signed by RMG?
- 8 74. Isn't it true that Exhibit A (Page 45 of Dkt. 12) does not modify the Lead Provision
9 Agreement (Pages 43-44 of Dkt. 12) unless it was signed by RMG? Does RI have
10 any evidence to the contrary?
- 11 75. Does RI agree that Exhibit A (Page 45 of Dkt. 12) does not modify the Lead
12 Provision Agreement (Pages 43-44 of Dkt. 12) because it was not signed by RMG? If
13 no, why?
- 14 76. If RI does not agree that Exhibit A (Page 45 of Dkt. 12) does not modify the Lead
15 Provision Agreement (Pages 43-44 of Dkt. 12) because it was not signed by RMG,
16 what documents does RI have that supports RI's assertion?
- 17 77. If RI does not agree that Exhibit A (Page 45 of Dkt. 12) does not modify the Lead
18 Provision Agreement (Pages 43-44 of Dkt. 12) because it was not signed by RMG,
19 what witnesses does RI have that support RI's assertion?
- 20 78. In Exhibit A (Page 45 of Dkt. 12) did Peter Reiersen agree that “I authorize RMG to
21 charge the above credit card, monthly, in compliance with this Agreement and
22 Exhibit A”?
- 23 79. Ignoring Exhibit A (Page 45 of Dkt. 12), what if any parts of the Lead Provision
24 Agreement (Pages 43-44 of Dkt. 12) do you think RMG didn't honor Please
highlight them on this copy of the Lead Provision Agreement.
80. Ignoring Exhibit A (Page 45 of Dkt. 12), can RI highlight on this copy of the Lead
Provision Agreement (Pages 43-44 of Dkt. 12) where RMG said the Leads they
provided would comply with any telemarketing law?
81. Isn't it true that ignoring Exhibit A (Page 45 of Dkt. 12), the Lead Provision
Agreement (Pages 43-44 of Dkt. 12) said it put the burden on RI to “ensuring
compliance with all state and federal laws and regulations regarding its purchase and
use of the Leads”? If you don't agree, why?
82. Does RI know what the Washington State telemarketing laws are RI would have to
comply with if RI wanted to be “ensuring compliance with all state and federal laws
and regulations regarding its purchase and use of the Leads”?

- 1 83. Does RI know what the federal telemarketing laws are RI would have to comply with
2 are if RI wanted to be “ensuring compliance with all state and federal laws and
3 regulations regarding its purchase and use of the Leads”?
- 3 84. What actions did RI take to comply with RI’s responsibility under the Lead Provision
4 Agreement (Pages 43-44 of Dkt. 12) for “ensuring compliance with all state and
5 federal laws and regulations regarding its purchase and use of the Leads”?
- 5 85. Are those actions documented?
- 6 86. What form is the documentation in?
- 7 87. Isn’t it true that ignoring Exhibit A (Page 45 of Dkt. 12), the Lead Provision
8 Agreement (Pages 43-44 of Dkt. 12) said it disclaimed all warranties of
9 merchantability or fitness for a particular purpose?
- 9 88. Isn’t it true that the **Limitation of Liability and Warranties** section of the Lead
10 Provision Agreement (Pages 43-44 of Dkt. 12) said it disclaimed all warranties of
11 merchantability or fitness for a particular purpose, and then said THE FOREGOING
12 LIMITATION SHALL APPLY NOTWITHSTANDING ANYTHING
13 ELSEWHERE IN THIS AGREEMENT?
- 12 89. Did RI read the **Limitation of Liability and Warranties** section of the Lead
13 Provision Agreement (Pages 43-44 of Dkt. 12) before signing it? If YES, did RI read
14 the “All calls and leads provided by Richardson Marketing Group are TCPA
15 compliant” portion of Exhibit A before signing it? If YES at the time RI agreed to
16 the Lead Provision Agreement, did RI think there was a conflict between the two
17 statements? If YES what did RI do at the time to resolve the conflict between the two
18 statements?
- 16 90. Isn’t it true that the **Miscellaneous** section of the Lead Provision Agreement (Pages
17 43-44 of Dkt. 12) says “This Agreement represents the entire agreement of the parties
18 and may be amended only by a writing signed by each of them. It supersedes any
19 agreements, written or oral, by and between the parties.”
- 18 91. ~~Isn’t it true that the **Miscellaneous** section of the Lead Provision Agreement (Pages
19 43-44 of Dkt. 12) says “This Agreement represents the entire agreement of the parties
20 and may be amended only by a writing signed by each of them. It supersedes any
21 agreements, written or oral, by and between the parties.”~~
- 21 92. Isn’t it true that the **Miscellaneous** section of the Lead Provision Agreement (Pages
22 43-44 of Dkt. 12) says “Buyer may not assign this Agreement without the prior
23 written consent of RMG.”
- 22 93. Did RMG give Chuck Hoskovec written consent to assign the Agreement to another
23 entity? If YES does RI have it? Has RI seen it?

- 1 94. Isn't it true that Exhibit A in Dkt. 12, page 45, is undated?
- 2 95. What 8 states did RI not want under the Territory portion of Exhibit A (Page 45 of
3 Dkt. 12) of the Lead Provision Agreement (Pages 43-44 of Dkt. 12)? Why didn't RI
4 want them?
- 5 96. Was RI's account with RMG a Subscription Account as the term is used in Exhibit A
6 (Page 45 of Dkt. 12)?
- 7 97. What did "2 minute buffer included" in Exhibit A (Page 45 of Dkt. 12) mean?
- 8 98. What did the sentence "Buyer will maintain records of and provide contact
9 information for all individuals who request no further solicitation or contact for
10 purposes of soliciting the products offered, in accordance with all state and federal
11 laws and regulations (the "Opt Out List")" in the Lead Provision Agreement (Pages
12 43-44 of Dkt. 12) mean?
- 13 99. What did the sentence "Buyer will provide RMG with the Opt Out List to ensure
14 RMG knows when individuals identified in the Leads request no further solicitations"
15 in the Lead Provision Agreement (Pages 43-44 of Dkt. 12) mean?
- 16 100. On what date did RI start talking to RMG about entering into a Lead Provision
17 Agreement (Pages 43-44 of Dkt. 12)?
- 18 101. If RI does not know the exact date, what is the most precise time period RI can give?
- 19 102. Did RI ever have a conversation directly with Deryck Richardson? If so, on what
20 dates?
- 21 103. Is it correct that the Lead Provision Agreement (Pages 43-44 of Dkt. 12) says "RMG
22 desires to refer certain prospective customers or leads to Buyer (the "Leads"), and
23 Buyer desires to receive such Lead Information from RMG"?
- 24 104. What does the term "Warm transfer" mean in the context of the services RMG and
BPO were providing RI?
105. Did RI hire RMG to refer prospective customers to RI?
106. Is that the same as saying RI hired RMG to refer Leads to RI?
107. Can we agree for this deposition that a Lead is someone RMG or BPO believed might
be a prospective customer for RI?
108. Does the Lead Provision Agreement (Pages 43-44 of Dkt. 12) say that Leads provided
by Richardson Marketing Group are TCPA compliant?
109. Does Exhibit A (Page 45 of Dkt. 12) say that Leads provided by Richardson
Marketing Group are TCPA compliant?

- 1 110. Where in the Lead Provision Agreement or Exhibit A is “TCPA” defined, or what
2 other document defines “TCPA”?
- 3 111. What exactly did RI understand “TCPA” to mean as it was used in the Lead Exhibit
4 A (Page 45 of Dkt. 12)?
- 5 112. How does RI know RI and BPO understood “TCPA” to mean the same thing?
- 6 113. Is there a document that shows RI and BPO understood “TCPA” to mean the same
7 thing?
- 8 114. Where in the Lead Provision Agreement or Exhibit A is “TCPA compliant” defined,
9 or what other document defines “TCPA compliant”?
- 10 115. What exactly did RI understand “TCPA compliant” to mean as it was used in the
11 Lead Exhibit A (Page 45 of Dkt. 12)? Is it documented? If YES, in what form?
- 12 116. How does RI know RI and RMG understood “TCPA compliant” to mean the same
13 thing? Is it documented? If YES, in what form?
- 14 117. Is there a document that shows RI and RMG understood “TCPA compliant” to mean
15 the same thing?
- 16 118. Could RMG have reasonably understood “TCPA compliant” to mean it complied
17 with a portion of the TCPA? If NO, why not?
- 18 119. Did RI say in Interrogatory No 1 “After verifying that the individual is indeed
19 interested in Real Innovation’s products, the marketer refers the individual to Real
20 Innovation by transferring a telephone call to Real Innovation after the individual
21 provides consent.”
- 22 120. How was RMG going to refer Leads to RI?
- 23 121. Was it going to involve phone calls?
- 24 122. Was RMG going to transfer phone calls to RI?
123. Who was going to talk to these transferred Leads on RI’s behalf?
124. Did RI know how RMG was going to get these Leads on the phone so that they could
be transferred to RI? Are there documents showing how RMG was going to get those
leads on the phone?
125. Did RI know before RI hired RMG how they were going to get these Leads on the
phone so that they could be transferred to RI? Are there documents showing what RI
knew before RI hired RMG? What did RI know about how RMG was going to get
these Leads on the phone?

- 1 126. Did RI ever ask RMG how they were going to get these Leads on the phone so that
2 they could be transferred to RI? If Yes what did they say? Are there documents
3 showing RI asking RMG? Or their response?
- 4 127. Did RI think Leads were calling RMG and then getting transferred to RI? What did
5 RI think?
- 6 128. Did RI think RMG was calling Leads and then transferring them to RI? What did RI
7 think?
- 8 129. If YES: did RI think RMG itself was calling the Leads, or was hiring someone else to
9 start the calls and then had the calls transferred to RMG? What did RI think?
- 10 130. Did RI ever ask RMG who was initiating the calls of the Leads they were transferring
11 to RI? If YES what did they say? Are there documents showing RI asking RMG? Or
12 their response?
- 13 131. Did RI's understanding of who was actually initiating the calls to the Leads ever
14 change? Are there documents showing RI's changing understanding? What was RI's
15 understanding?
- 16 132. Did RI ever come to know who was initiating the calls to the Leads that RMG was
17 transferring to RI? If YES, who was initiating the calls and when did RI learn it?
18 Are there documents showing the identity of who was initiating the calls?
- 19 133. In RI's answer to Production Request No. 15 RI said "Real Innovation objects that
20 any "telephone solicitation" was "initiated" on its behalf. Real Innovation, Inc.
21 contracts with marketing companies to refer prospective customers to Real
22 Innovation. Real Innovation does not authorize any marketer to make calls on its
23 "behalf" or to encourage or advertise Real Innovation's products." What does RI
24 understand "calls on your behalf" in Production Request No. 15 to mean? What does
RI believe "calls on your behalf" means?
134. Isn't RMG calling phone numbers and then transferring the call to RI if the person
they called seems interested in the products RI offers "making calls on RI's behalf"?
If not, on whose behalf are they calling?
135. Isn't BPO calling phone numbers and then transferring the call to RI if the person
they called seems interested in the products RI offers "making calls on RI's behalf"?
If not, on whose behalf are they calling?
136. Has RI ever heard the term Robocall?
137. Did RI know what a Robocall is?
138. Did RI know that Leads getting transferred to RI from RMG were first brought on the
line with a Robocall? If YES when did RI first know? Are there documents showing
what RI knew about RMG using robocalls to generate Leads for RI?

- 1 139. On what date did the phone call in RI_0002 take place?
- 2 140. Did RI record the RI_0002 call? If NO, who recorded RI_0005? Who did RI get it
- 3 from? Where did they get it from?
- 4 141. Is the call in RI_0002 a true and accurate copy of conversation between RI and me?
- 5 142. Is RI_0002 a true and accurate recording of the entirety of the call? If NO what
- 6 portion of the call does this recording not capture?
- 7 143. When did Peter Reiersen become aware of the RI_0002 call? Are there documents
- 8 showing how and when Peter Reiersen first become aware of the RI_0002 call?
- 9 144. Is there a person in the RI_0002 call who sold RI's products and services?
- 10 145. What is the name of the person in the RI_0002 call who sold RI's products and
- 11 services?
- 12 146. What are the names of everyone in the RI_0002 call?
- 13 147. At the time of the RI_0002 call did Peter Reiersen and Patrick McNiel know each
- 14 other? What was the nature of the relationship?
- 15 148. If not, what is the name of the person selling RI's products or services in RI_0002?
- 16 149. Did Mr. McNiel speak with Mr. Barton the day before the call in RI_0002?
- 17 150. In the call the day before the call in RI_0002, did Mr. Barton call Mr. McNiel?
- 18 151. In the call the day before the call in RI_0002, did Mr. McNiel hang up on Mr.
- 19 Barton?
- 20 152. At the time of the call in RI_0002 did Mr. McNiel work for RI as an employee?
- 21 153. At the time of the call in RI_0002 did Mr. McNiel work for RI as a contractor?
- 22 154. At the time of the call in RI_0002 was Mr. McNiel authorized to sell RI's products
- 23 and services?
- 24 155. At the time of the call in RI_0002 was Mr. McNiel authorized to sell RI's products
- and services over the phone?
156. At the time of the call in RI_0002 was Mr. McNiel authorized to speak for RI?
157. At the time of the call in RI_0002 was Mr. McNiel authorized to receive information
- for RI?
158. At the time of the call in RI_0002 was Mr. McNiel authorized to take do-not-call
- requests from Leads?

- 1 159. At the time of the call in RI_0002 was Mr. McNiel authorized to listen to unwanted
2 phone call complaints from Leads?
- 3 160. Did RI have a contract with Mr. McNiel that was in effect during the time of the
4 RI_0002 call? If YES what were the terms of the contract?
- 5 161. What policies should Mr. McNiel have followed when Mr. Barton told him Mr.
6 Barton was receiving unwanted calls that led me to RI? Is there a document showing
7 those policies?
- 8 162. Did Mr. McNiel follow those policies?
- 9 163. What if any policies did Mr. McNiel not follow after Mr. Barton told him Mr. Barton
10 was receiving unwanted calls that led him to RI?
- 11 164. What policies did RI have for situations when RI receive complaints of unwanted
12 calls that are transferred to RI? Is there a document showing those policies?
- 13 165. Did RI follow those policies?
- 14 166. What if any policies did RI not follow after Mr. Barton told Mr. McNiel Mr. Barton
15 was receiving unwanted calls that led him to RI? Was anyone disciplined or retrained
16 for not following those policies?
- 17 167. At the time of the call in RI_0002 was Mr. McNiel authorized to pass along to RI
18 details of unwanted phone calls he learned from Leads?
- 19 168. At the time of the call in RI_0002 did Mr. McNiel have a duty to pass along to RI
20 details of unwanted phone calls he learned from Leads?
- 21 169. After RI learned Mr. Barton did not want calls during the RI_0002 call, did RI tell
22 BPO to put (972) 207 5749 on their do not call list? If YES, on what date did RI tell
23 BPO to put (972) 207 5749 on their do not call list?
- 24 170. Did Mr. McNiel email Real Innovation Inc.'s marketing director about the
conversation he had with Mr. Barton in the RI_0002 call? If YES did RI save this
email?
171. Did Mr. McNiel tell anyone at RI about the conversation he had with Mr. Barton in
the RI_0002 call? If YES is the conversation documented in some way?
172. Did the Real Innovation Inc. marketing director ever reach out to Mr. Barton? If
YES, what happened?
173. Did Real Innovation Inc. ever reach out to Mr. Barton to ask for more information to
help them investigate his complaints? If YES, what happened? If NO, why not?
174. If NO, who decided RI should not to reach out to Mr. Barton for more information?

- 1 175. Was there discussion inside of RI as to whether to reach out to Mr. Barton for more
2 information? If YES is the discussion documented in some way?
- 3 176. At what time point in the RI_0002 call did Mr. McNiel confirm that Mr. Barton's
4 contact number was (360) 518-5521?
- 5 177. By the end of the RI_0002 call did RI have reason to know RMG was robocalling
6 Leads before they were transferred to RI?
- 7 178. By the end of this RI_0002 call did RI have reason to know RMG was calling Mr.
8 Barton on RI's behalf?
- 9 179. By the end of this RI_0002 call did RI have reason to know RMG was placing calls to
10 Mr. Barton without my consent?
- 11 180. By the end of this RI_0002 call did RI have reason to know RMG was placing calls to
12 Mr. Barton without his consent?
- 13 181. Did this RI_0002 call cause RI to ask RMG if they had Mr. Barton's consent for the
14 call in RI_0002? If YES what was the first date RI asked?
- 15 182. Did RI discipline RMG for transferring the RI_0002 call to RI?
- 16 183. If YES: What was the discipline?
- 17 184. If YES: What date was the discipline?
- 18 185. In how many other calls transferred from RMG did the person on the phone complain
19 about the call being unwanted? If YES Were those complaints before or after the call
20 in RI_0002? What were the dates of those complaints?
- 21 186. Did RI care how RMG was getting Leads on the phone? Are there any documents
22 showing RI supervising how RMG was getting Leads on the phone?
- 23 187. How much was RMG charging RI for a Lead?
- 24 188. How much was BPO charging RI for a Lead?
189. Around the time RI hired RMG and BPO did RI get price quotes for similar Leads
from other vendors? If YES what did each other vendor charge for a lead similar to
what RMG and BPO provided?
190. RI said that RI contracted with RMG through December 6, 2023. On August 11,
2023, did RI have reason to know RMG was identifying themselves to Mr. Barton as
"American Benefits"?
191. Did RI ever ask RMG why they were identifying themselves as American Benefits?
If YES is that conversation documented? What form is the documentation in?

- 1 192. Did RI investigate if RMG was allowed to do business under the name American
2 Benefits? If YES what was the date RI first started investigating? Is that
investigation documented?
- 3 193. RI said that RI no longer contracted with RMG after December 6, 2023. Why did the
4 relationship end?
- 5 194. Who ended the relationship? Was it ended in writing?
- 6 195. On what date did RI receive the first summons and complaint in this lawsuit?
- 7 196. On 9/22/2023 did RI tell RMG “We appreciate RI being a good business partner and
look forward to a long relationship?”
- 8 197. By 9/22/2023 had RI asked RMG for evidence they had consent to be calling (972)
207-5749?
- 9 198. Did RI ever ask RMG for evidence they had consent to be calling (972) 207-5749?
- 10 199. If YES: Did RMG provide it? If YES What entity did they get it from? What is that
11 entities name and address?
- 12 200. If YES: What evidence did RMG provide to RI indicating RMG had consent to be
calling (972) 207-5749?
- 13 201. If YES: Did the evidence RMG provide RI mention RMG by name as someone who
had consent to call (972) 207-5749?
- 14 202. If YES: Did the evidence RMG provide RI mention BPO by name as someone who
15 had consent to call (972) 207-5749?
- 16 203. If YES: Did the evidence RMG provide RI mention RI by name as someone who had
consent to call (972) 207-5749?
- 17 204. If YES: Did the evidence RMG provide RI mention anyone by name as someone who
18 had consent to call (972) 207-5749? If YES, who was named?
- 19 205. If YES: Did the evidence RMG provide RI mention RI by name as someone who
RMG could call (972) 207-5749 on RI’s behalf?
- 20 206. If YES: Did the evidence RMG provide RI mention RI by name as someone who
21 BPO could call (972) 207-5749 on RI’s behalf?
- 22 207. If YES: Did the evidence RMG provide RI have the IP address of the device that was
used to provide consent? If YES: Does RI have any evidence Mr. Barton has ever
23 used that IP address? If YES what is that evidence?

- 1 208. If YES: Did the evidence RMG provide RI have any information about the device
2 that was used to provide consent, such as its operating system, screen resolution,
3 device fingerprint, or browser type? If YES: Does RI have any evidence Mr. Barton
4 has ever used a device like that? If YES what is that evidence?
- 5 209. If YES: Did the evidence RMG provide RI have any information about the date and
6 time consent was provided? If YES: Does RI have any evidence of where Mr. Barton
7 was on those dates and times? If YES what is that evidence?
- 8 210. By 9/22/2023 had RI asked RMG for evidence RMG had consent to be calling (972)
9 207-5749 on RI's behalf?
- 10 211. Did RI ever ask RMG for evidence RMG had consent to be calling (972) 207-5749
11 on RI's behalf?
- 12 212. If YES: Did RMG provide it? If YES What entity did they get it from? What is that
13 entity's name and address? What is the evidence? Who has the evidence?
- 14 213. If YES: Did the evidence RMG provide RI mention RI by name as someone who had
15 consent to call (972) 207-5749?
- 16 214. If YES: Did the evidence RMG provide RI mention anyone by name as someone who
17 had consent to call (972) 207-5749? If YES, who was named?
- 18 215. If YES: Did the evidence RMG provide RI mention RI by name as someone who
19 RMG had consent to call (972) 207-5749 on RI's behalf?
- 20 216. If YES: Did the evidence RMG provide RI have the IP address of the device that was
21 used to provide consent? If YES: does RI have any evidence Mr. Barton has ever
22 used that IP address? If YES what is that evidence?
- 23 217. If YES: Did the evidence RMG provide RI have any information about the device
24 that was used to provide consent, such as its operating system, screen resolution,
device fingerprint, or browser type? If YES: does RI have any evidence Mr. Barton
has ever used a device like that? If YES what is that evidence?
218. If YES: Did the evidence RMG provide RI have any information about the date and
time consent was provided? If YES: does RI have any evidence of where Mr. Barton
was on those dates and times?
219. Has anyone else given RI evidence that RMG had consent to be calling (972) 207-
5749?
220. If YES: What is the name of the entity that gave it to RI?
221. If YES: What entity did they get it from? What is the name and address of that entity
they got it from?

- 1 222. If YES: What is the address of the entity that gave it to RI?
- 2 223. If YES: What evidence did they provide to RI indicating RMG had consent to be
3 calling (972) 207-5749?
- 4 224. If YES: Did the evidence mention RI by name as someone who RMG had consent to
5 call (972) 207-5749 on behalf of?
- 6 225. If YES: Did the evidence mention anyone by name as someone who had consent to
7 call (972) 207-5749? If YES, who?
- 8 226. If YES: Did the evidence mention RI by name as someone who BPO had consent to
9 call (972) 207-5749 on behalf of?
- 10 227. If YES: Did the evidence mention RI by name as someone who had consent to call
11 (972) 207-5749?
- 12 228. If YES: Did the evidence have the IP address of the device that was used to provide
13 consent? If YES: does RI have any evidence Mr. Barton has ever used that IP
14 address? If YES what is it?
- 15 229. If YES: Did the evidence have any information about the device that was used to
16 provide consent, such as its operating system, screen resolution, device fingerprint, or
17 browser type? If YES: does RI have any evidence Mr. Barton has ever used a device
18 like that? If YES what is it?
- 19 230. If YES: Did the evidence have any information about the date and time consent was
20 provided? If YES: What was the information? does RI have any evidence of where
21 Mr. Barton was on those dates and times? If YES what is it?
- 22 231. If YES: Did the evidence have any other information tending to prove Mr. Barton
23 was the person who gave the consent? If YES: does RI have any evidence supporting
24 that information? If YES what is it?
232. Has anyone else given RI evidence that RI had consent to cause the calls at issue to
be initiated to (972) 207 5749?
233. If YES: What is the name of the entity that gave it to RI? What entity did they get it
from? What is the name and address of that entity they got it from?
234. If YES: What is the address of the entity that gave it to RI?
235. If YES: What evidence did they provide to RI indicating RI had consent to cause the
calls at issue to be initiated to (972) 207 5749?
236. If YES: Did the evidence mention RI by name as someone who had consent to call
(972) 207-5749?

- 1 237. If YES: Did the evidence mention RMG by name as someone who had consent to call
2 (972) 207-5749 on RI's behalf?
- 3 238. If YES: Did the evidence mention BPO by name as someone who had consent to call
4 (972) 207-5749 on RI's behalf?
- 5 239. If YES: Did the evidence mention anyone by name as someone who had consent to
6 call (972) 207-5749 on RI's behalf?
- 7 240. If YES: Did the evidence have the IP address of the device that was used to provide
8 consent? If YES: does RI have any evidence Mr. Barton has ever used that IP
9 address? If YES what is it?
- 10 241. If YES: Did the evidence have any information about the device that was used to
11 provide consent, such as its operating system, screen resolution, device fingerprint, or
12 browser type? If YES: does RI have any evidence Mr. Barton has ever used a device
13 like that? If YES what is it?
- 14 242. If YES: Did the evidence have any information about the date and time consent was
15 provided? If YES: does RI have any evidence of where Mr. Barton was on those
16 dates and times? If YES what is it?
- 17 243. If YES: Did the evidence have any other information tending to prove Mr. Barton
18 was the person who gave the consent? If YES: does RI have any evidence supporting
19 that information? If YES what is it?
- 20 244. What agreements or contracts did RI have in place with BPO at the time of the
21 November 21 call? Are all the agreements or contracts written down?
- 22 245. In what documents did BPO promise not to make calls that violated telemarketing
23 laws?
- 24 246. Did RI hire BPO to refer prospective customers to RI?
247. How was BPO going to refer Leads to RI?
248. Was it going to involve phone calls?
249. Was BPO going to transfer phone calls to RI?
250. Who was going to talk to these transferred Leads on RI's behalf?
251. Did RI know how BPO was going to get these Leads on the phone so that they could
be transferred to RI?
252. Did RI know before RI hired BPO how they were going to get these Leads on the
phone so that they could be transferred to RI?

- 1 253. Did RI ever ask BPO how they were going to get these Leads on the phone so that
they could be transferred to RI?
- 2 254. Did RI think Leads were calling BPO and then getting transferred to RI?
- 3 255. Did RI think BPO was calling Leads and then transferring them to RI?
- 4 256. If YES: Was RI ok with BPO calling phone numbers and then transferring
5 perspective customers to RI?
- 6 257. Did RI ever come to know who exactly was initiating the calls to the Leads that BPO
was transferring to RI?
- 7 258. Has BPO given RI evidence that BPO had consent to call (972) 207-5749?
- 8 259. If YES: What evidence did they provide to RI indicating BPO had consent to call
9 (972) 207-5749? What entity did they get it from? What is the name and address of
that entity BPO got it from?
- 10 260. If YES: What evidence did they provide to RI indicating BPO had consent to call
11 (972) 207-5749 on RI's behalf?
- 12 261. If YES: Did the evidence mention RI by name as someone who had consent to call
(972) 207-5749?
- 13 262. If YES: Did the evidence mention BPO by name as someone who had consent to call
(972) 207-5749?
- 14 263. If YES: Did the evidence mention RMG by name as someone who had consent to call
15 (972) 207-5749?
- 16 264. If YES: Did the evidence mention anyone by name as someone who had consent to
call (972) 207-5749?
- 17 265. If YES: Did the evidence have the IP address of the device that was used to provide
18 consent? If YES: does RI have any evidence I have ever used that IP address?
- 19 266. If YES: Did the evidence have any information about the device that was used to
20 provide consent, such as its operating system, screen resolution, device fingerprint, or
browser type? If YES: does RI have any evidence I have ever used a device like that?
- 21 267. If YES: Did the evidence have any information about the date and time consent was
22 provided? If YES: does RI have any evidence of where I was on those dates and
times?
- 23 268. If YES: Did the evidence have any other information tending to prove I was the
24 person who gave the consent? If YES: does RI have any evidence supporting that
information?

- 1 269. Has anyone else given RI evidence that BPO had consent to call (972) 207-5749?
- 2 270. If YES: What is the name of the entity that gave them to RI? What entity did they get
it from? What is the name and address of that entity they got it from?
- 3 271. If YES: What is the address of the entity that gave them to RI?
- 4 272. If YES: What evidence did they provide to RI indicating BPO had consent to call
5 (972) 207-5749?
- 6 273. If YES: Did the evidence mention RI by name as someone who had consent to call
(972) 207-5749?
- 7 274. If YES: Did the evidence mention BPO by name as someone who had consent to call
8 (972) 207-5749?
- 9 275. If YES: Did the evidence mention anyone else by name as someone who had consent
to call (972) 207-5749?
- 10 276. If YES: Did the evidence mention BPO by name as someone who had consent to call
11 (972) 207-5749 on RI's behalf?
- 12 277. If YES: Did the evidence have the IP address of the device that was used to provide
consent? If YES: does RI have any evidence Mr. Barton has ever used that IP
13 address? If YES what is it?
- 14 278. If YES: Did the evidence have any information about the device that was used to
provide consent, such as its operating system, screen resolution, device fingerprint, or
15 browser type? If YES: does RI have any evidence Mr. Barton has ever used a device
like that? If YES what is it?
- 16 279. If YES: Did the evidence have any information about the date and time consent was
provided? If YES: does RI have any evidence of where Mr. Barton was on those
17 dates and times? If YES what is it?
- 18 280. If YES: Did the evidence have any other information tending to prove Mr. Barton
was the person who gave the consent? If YES: does RI have any evidence supporting
19 that information? If YES what is it?
- 20 281. Does RI have evidence Barton consented to RI, RMG, or BPO calling (972) 207-
5749?
- 21 282. If YES: Who provided it? What is the name and address of who provided it to RI?
22 What is the name and address of the entity where they got it from?
- 23 283. If YES: What is it?

- 1 284. If YES: Does the evidence mention RMG by name as someone who had consent to
2 call (972) 207-5749?
- 3 285. If YES: Does the evidence mention BPO by name as someone who had consent to
4 call (972) 207-5749?
- 5 286. If YES: Does the evidence mention RI by name as someone who had consent to call
6 (972) 207-5749?
- 7 287. If YES: Does the evidence mention anyone by name as someone who had consent to
8 call (972) 207-5749? If YES, what are the names?
- 9 288. If YES: Does the evidence have the IP address of the device that was used to provide
10 consent? If YES: does RI have any evidence Mr. Barton has ever used that IP
11 address? If YES what is that evidence?
- 12 289. If YES: Does the evidence have any information about the device that was used to
13 provide consent, such as its operating system, screen resolution, device fingerprint, or
14 browser type? If YES: does RI have any evidence Mr. Barton has ever used a device
15 like that? If YES what is that evidence?
- 16 290. If YES: Does the evidence have any information about the date and time consent was
17 provided? If YES: does RI have any evidence of where Mr. Barton was on those
18 dates and times? If YES what is that evidence?
- 19 291. If YES: Does the evidence have any other information about who provided the
20 consent? If YES, what is it? does RI have any evidence to support that information?
21 If YES what is it?
- 22 292. Does RI have facts that indicate Mr. Barton consented to calls marketing RI's goods
23 or services? If YES: What facts does RI have that it was Mr. Barton who gave that
24 consent? Are there documents that support those facts? What are those documents?
Who has those documents?
293. In Interrogatory No. 2, RI said that on November 21, 2023, Mr. Barton's number was
already in RI's do-not-call list. Had RI ever tell BPO to add (972) 207-5749 to their
do-not-call list prior to November 21, 2023? If NO: Why not?
294. On what date did the phone call in RI_0005 take place?
295. Did RI record the call in RI_0005? If NO, who recorded RI_0005? How did RI get
it? Who did RI get it from? Who did they get it from?
296. Is the call in RI_0005 a true and accurate copy of conversation between RI and Mr.
Barton?
297. Is RI_0005 a true and accurate recording of the entirety of the call? If NO what
portion of the call does this recording not capture?

- 1 298. Is there a person in the RI_0005 call who sells RI's products and services?
- 2 299. What is that person's name?
- 3 300. Identify every person whose voice is captured in the RI_0005 recording.
- 4 301. In the call RI_0005, did Mr. Barton call RI?
- 5 302. In the call RI_0005, did Mr. Barton call Ms. Oliver?
- 6 303. At the time of the call in RI_0005 did Ms. Oliver work for RI as an employee?
- 7 304. At the time of the call in RI_0005 did Ms. Oliver work for RI as a contractor?
- 8 305. At the time of the call in RI_0005 was Ms. Oliver authorized to sell RI's products and services?
- 9 306. At the time of the call in RI_0005 was Ms. Oliver authorized to sell RI's products and services over the phone?
- 10 307. At the time of the call in RI_0005 was Ms. Oliver authorized to speak for RI?
- 11 308. At the time of the call in RI_0005 was Ms. Oliver authorized to receive information for RI?
- 12 309. At the time of the call in RI_0005 was Ms. Oliver authorized to take do-not-call requests from Leads?
- 13 310. At the time of the call in RI_0005 was Ms. Oliver authorized to listen to unwanted phone call complaints from Leads?
- 14 311. What policies should Ms. Oliver have followed when Mr. Barton told her Mr. Barton was receiving unwanted calls that led him to RI? Are those policies written down?
- 15 312. Did Ms. Oliver follow those policies?
- 16 313. What if any policies did Ms. Oliver not follow after Mr. Barton told her Mr. Barton was receiving unwanted calls that led him to RI?
- 17 314. On that day what policies did RI have for situations when RI receives complaints of unwanted calls that are transferred to RI? Are those policies documented?
- 18 315. Did RI follow those policies?
- 19 316. What if any policies did RI not follow after Mr. Barton told Ms. Oliver Mr. Barton was receiving unwanted calls that led him to RI?
- 20 317. At the time of the call in RI_0005 was Ms. Oliver authorized to pass along to RI details of unwanted phone calls she learned from Leads?
- 21
- 22
- 23
- 24

- 1 318. At the time of the call in RI_0005 did Ms. Oliver have a duty to pass along to RI
2 details of unwanted phone calls she learned from Leads?
- 3 319. On the day of the RI_0005 call, at about the 16:08 mark of the call, did RI learn the
4 entity that originated the call was identifying itself as “American Benefits”?
- 5 320. On the day of the RI_0005 call, at about the 16:08 mark of the call, did RI learn the
6 entity that originated the call was using the same name as RMG’s calls?
- 7 321. On the day of the RI_0005 call, at about the 16:08 mark of the call, did RI have
8 reason to know BPO’s calls and RMG’s calls were related?
- 9 322. Did RI at any point ask BPO if they were identifying themselves as “American
10 Benefits” to the people they were calling? If YES is any of RI’s questioning
11 documented?
- 12 323. Did RI at any point ask BPO why they were identifying themselves as “American
13 Benefits” to the people they were calling? If YES is any of RI’s questioning
14 documented?
- 15 324. Prior to the RI_0005 call, did RI believe that RMG and BPO were related in some
16 way? If YES: What did RI know about the relationship between them?
- 17 325. When did Peter Reiersen become aware of the RI_0005 call? Is this documented?
- 18 326. At the time of the RI_0005 call did Peter Reiersen and Ms. Oliver know each other?
19 If YES what was the nature and history of their relationship?
- 20 327. After the RI_0005 call, did RI do any investigation to understand why two seemingly
21 different telemarketers placing unwanted calls were both using the name “American
22 Benefits”? If YES is any part of RI’s investigation documented?
- 23 328. If YES: What investigation did RI do? When did RI start that investigation? What
24 were the results of that investigation? Is any part of RI’s investigation documented?
329. If NO: Why not? Are the reasons for not doing an investigation documented?
330. After the RI_0005 call, did RI do any investigation to understand if BPO is still
calling (972) 207-5749 and identifying themselves as “American Benefits”? If YES
is any part of RI’s investigation documented? When did RI start this investigation?
331. RI’s agreements or contracts with RMG and BPO don’t say at what time of day they
should start and stop transferring calls to RI. How did they know to start and stop
transferring calls to RI?
332. RI’s agreements or contracts with RMG and BPO don’t say what days of the month
they should transfer calls to RI. How did they know what days of the month to
transfer calls to RI?

- 1 333. RI's agreements or contracts with RMG and BPO don't say how many calls per day
2 they should transfer to RI. How did they know how many calls per day they should
transfer to RI?
- 3 334. Has RI ever blocked call transfers from BPO or RMG that are on RI's internal do-
4 not-call list? Why or why not?
- 5 335. During the time RMG was transferring Leads to RI, how many people they
6 transferred to RI indicated that they did not know why they were called? On what
7 dates did these indications happen?
- 8 336. During the time RMG was transferring Leads to RI, how many people they
9 transferred to RI indicated that they did not give permission to be called? On what
10 dates did these indications happen?
- 11 337. During the time RMG was transferring Leads to RI, how many people they
12 transferred to RI indicated that prior to the call being transferred to RI, the Lead heard
13 the name "American Benefits" on the call? On what dates did these indications
14 happen?
- 15 338. During the time RMG was transferring Leads to RI, how many people they
16 transferred to RI indicated that prior to the call being transferred to RI, the Lead heard
17 the name "Senior Benefits" on the call? On what dates did these indications happen?
- 18 339. During the time BPO has been transferring Leads to RI, how many people they
19 transferred to RI indicated that they did not know why they were called? On what
20 dates did these indications happen?
- 21 340. During the time BPO has been transferring Leads to RI, how many people they
22 transferred to RI indicated that they did not give permission to be called? On what
23 dates did these indications happen?
- 24 341. During the time BPO has been transferring Leads to RI, how many people they
transferred to RI indicated that prior to the call being transferred to RI, the Lead heard
the name "American Benefits" on the call? On what dates did these indications
happen?
342. During the time BPO has been transferring Leads to RI, how many people they
transferred to RI indicated that prior to the call being transferred to RI, the Lead heard
the name "Senior Benefits" on the call? On what dates did these indications happen?
343. Have RI paid out any money to people who said they received unwanted calls and
RMG was involved in transferring those calls to RI? On what dates did each of those
people first complain to RI?

1 344. Have RI paid out any money to people who said they received unwanted calls and
2 BPO was involved in transferring those calls to RI? On what dates did each of those
people first complain to RI?

3 345. Has RI seen complaints about RI on page
4 [https://www.bbb.org/us/de/middletown/profile/sales-lead-generation/real-innovation-](https://www.bbb.org/us/de/middletown/profile/sales-lead-generation/real-innovation-inc-0251-92032193/complaints?)
[inc-0251-92032193/complaints?](https://www.bbb.org/us/de/middletown/profile/sales-lead-generation/real-innovation-inc-0251-92032193/complaints?)

5 346. Did RI reply to the 11/27/2023 complaint about unwanted phone calls on
6 [https://www.bbb.org/us/de/middletown/profile/sales-lead-generation/real-innovation-](https://www.bbb.org/us/de/middletown/profile/sales-lead-generation/real-innovation-inc-0251-92032193/complaints?)
[inc-0251-92032193/complaints?](https://www.bbb.org/us/de/middletown/profile/sales-lead-generation/real-innovation-inc-0251-92032193/complaints?)

7 347. If YES: does RI know the name of the person who lodged the complaint? On what
8 dates did that person first complain to RI?

9 348. If YES: Did Peter Reiersen know about this complaint?

10 349. During 2023 what complaints of unwanted calls stemming from RMG and BPO did
11 Peter Reiersen know about, and on what dates did he know about them?

12 350. During 2023 what complaints of unwanted calls stemming from RMG and BPO did
13 RI know about, and on what dates did RI know about them?

14 351. If YES: Was BPO involved in transferring those calls to RI? If YES: On what dates
15 did these calls happen?

16 352. In Affirmative Defense Number 5 on page 34 of Docket 46, did RI say “Plaintiff
17 submitted multiple requests for information for insurance quotes in which he
18 expressly consented to being contacted and called.”

19 353. Did any of these requests RI allege Mr. Barton made specifically name RI as
20 someone Mr. Barton was consenting to receive calls from? If YES: How does RI
21 know this to be so?

22 354. Did any of these requests RI allege Mr. Barton made specifically name RMG as
23 someone Mr. Barton was consenting to receive calls from? If YES: How does RI
24 know this to be so?

355. Did any of these requests RI alleges Mr. Barton made specifically name BPO as
someone Mr. Barton was consenting to receive calls from? If YES: How does RI
know this to be so?

356. Did RI received a Production Request No. 1 that said: “Produce all records of calls or
text messages initiated to phone number (972) 207-5749 on your behalf between the
dates of 7/11/2022 and 12/31/2023.”

- 1 357. Did RI change Production Request No. 1 to: “Produce all records of calls or text
2 messages initiated to phone number (972) 207-5749 on your behalf between the dates
3 of 7/11/2022 and 12/31/2022.”
- 3 358. Did RI ask RMG to indemnify RI for the costs of this lawsuit?
- 4 359. If YES: Did RMG ever say they would?
- 5 360. If YES: Did RMG ever say they would not? If YES: What reasons did RMG give for
6 saying they would not?
- 6 361. Did RI ask BPO to indemnify RI for the costs of this lawsuit? If NO, why not?
- 7 362. Is BPO indemnifying RI for any of the costs of this lawsuit?
- 8 363. When did Peter Reiersen become aware there was at least one complaint about RMG
9 transferring a call to RI that involved a person who did not consent to be called?
- 10 364. What did Peter Reiersen do when he became aware there was at least one complaint
11 about RMG transferring a call to RI that involved a person who did not consent to be
12 called?
- 12 365. If there was a second complaint about RMG transferring a call to RI that involved a
13 person who did not consent to be called, when did Peter Reiersen become aware of
14 that?
- 13 366. What did Peter Reiersen do when he became aware there was a second complaint
14 about RMG transferring a call to RI that involved a person who did not consent to be
15 called?
- 14 367. When did Peter Reiersen become aware there was at least one complaint about BPO
16 transferring a call to RI that involved a person who did not consent to be called?
- 15 368. What did Peter Reiersen do when he became aware there was at least one complaint
17 about BPO transferring a call to RI that involved a person who did not consent to be
18 called?
- 16 369. If there was a second complaint about BPO transferring a call to RI that involved a
19 person who did not consent to be called, when did Peter Reiersen become aware of
20 that?
- 17 370. What did Peter Reiersen do when he became aware there was at a second complaint
21 about BPO transferring a call to RI that involved a person who did not consent to be
22 called?
- 18 371. On 8/9/2023, what was Patrick McNiel’s relationship with RI? Employee? Agent?
23 Salesman? Salesman for RI?

- 1 372. On 8/9/2023, was Mr. Barton a warm transfer from RMG to RI?
- 2 373. On 8/9/2023, was Mr. Barton a warm transfer to Patrick McNiel?
- 3 374. Was Patrick McNiel on that 8/9/2023 call to discern if Mr. Barton was looking to buy insurance? If NO, why was Patrick McNiel on the call?
- 4 375. Had RI trained Patrick McNiel prior to the 8/9/2023 telephone call at issue in this
- 5 lawsuit that he needed to identify himself and the company or organization on whose
- 6 behalf the solicitation is being made and the purpose of the call within the first 30
- 7 seconds of the telephone call?
- 8 376. In the 8/9/2023 telephone call at issue in this lawsuit did Patrick McNiel identify
- 9 himself and the company or organization on whose behalf the solicitation is being
- 10 made and the purpose of the call within the first 30 seconds of the telephone call?
- 11 377. In the 8/9/2023 telephone call at issue in this lawsuit did RI identify itself and the
- 12 company or organization on whose behalf the solicitation is being made and the
- 13 purpose of the call within the first 30 seconds of the telephone call? Was anyone
- 14 identified in the call? How were they identified?
- 15 378. In the 8/9/2023 telephone call at issue in this lawsuit did Patrick McNiel inform
- 16 Barton that his contact information will be removed from RI's lists for at least one
- 17 year?
- 18 379. In the 8/9/2023 telephone call at issue in this lawsuit was RI identified within the first
- 19 30 seconds of the telephone call? How was RI identified?
- 20 380. In the 8/9/2023 telephone call at issue in this lawsuit was the purpose of the call
- 21 identified within the first 30 seconds of the telephone call? If YES what was the
- 22 purpose of the call identified as? How was it identified?
- 23 381. Did RMG, someone RI hired to call individuals regarding insurance, call Barton on
- 24 8/22/2023 and transfer him to RI?
382. Did BPO, someone RI hired to call individuals regarding insurance, call Barton on 11/21/2023 and transfer him to RI?
383. On 8/9/2023 was Patrick McNiel licensed to sell insurance?
384. If Patrick McNiel discerned on the 8/9/2023 call that Mr. Barton was looking to buy insurance, was his purpose in the call to suggest insurance products to Mr. Barton?
385. If Mr. Barton had purchased insurance on the 8/9/2023 call with Patrick McNiel, would RI have earned revenue on the sale?
386. On 8/22/2023, what was Damon Rusche's relationship with RI? Employee? Agent? Salesman? Salesman for RI?

- 1 387. On 8/22/2023, was Mr. Barton a warm transfer to Damon Rusche?
- 2 388. On what date was the call in RI_0004 recorded?
- 3 389. Did RI record the call in RI_0004? If NO, who recorded RI_0004? How did RI get it?
Who did RI get it from? Who did they get it from?
- 4 390. Is RI_0004 a true and accurate recording of conversation in the 8/22/2023 telephone
5 call that is at issue in this lawsuit?
- 6 391. Is RI_0004 a true and accurate recording of conversation between Mr. Barton and one
of RI's agents?
- 7 392. Is RI_0004 a true and accurate recording of the entirety of the call? If NO what
8 portion of the call does this recording not capture?
- 9 393. Is there a person in the RI_0004 call who sells RI's products and services?
- 10 394. What is that person's name?
- 11 395. Had RI trained Damon Rusche prior to the 8/22/2023 telephone call at issue in this
12 lawsuit that he needed to identify himself and the company or organization on whose
behalf the solicitation is being made and the purpose of the call within the first 30
seconds of the telephone call?
- 13 396. In the 8/22/2023 telephone call at issue in this lawsuit did Damon Rusche identify
14 himself and the company or organization on whose behalf the solicitation is being
made and the purpose of the call within the first 30 seconds of the telephone call?
- 15 397. In the 8/22/2023 telephone call at issue in this lawsuit did RI identify itself and the
16 company or organization on whose behalf the solicitation is being made and the
purpose of the call within the first 30 seconds of the telephone call? How did RI
17 identify itself or how was RI identified?
- 18 398. In the 8/22/2023 telephone call at issue in this lawsuit was RI identified within the
first 30 seconds of the telephone call? If yes, how was RI identified?
- 19 399. In the 8/22/2023 telephone call at issue in this lawsuit was the purpose of the call
20 identified within the first 30 seconds of the telephone call? If YES what was the
purpose of the call identified as? How was it identified?
- 21 400. Was Damon Rusche on that 8/22/2023 call to discern if Mr. Barton was looking to
buy insurance? If NO why was Damon Rusche on the call?
- 22 401. On 8/22/2023 was Damon Rusche licensed to sell insurance?
- 23 402. If Damon Rusche discerned on the 8/22/2023 call that Mr. Barton was looking to buy
insurance, was his purpose in the call to suggest insurance products to Mr. Barton?
- 24

- 1 403. If Mr. Barton had purchased insurance on the 8/22/2023 call with Damon Rusche,
2 would RI have earned revenue on the sale?
- 3 404. On 11/21/2023, what was Jenee Oliver's relationship with RI? Employee? Agent?
4 Salesman? Salesman for RI?
- 5 405. On 11/21/2023, did BPO transfer Mr. Barton to RI?
- 6 406. On 11/21/2023, was Mr. Barton a warm transfer to RI?
- 7 407. On 11/21/2023, was Mr. Barton a warm transfer to Jenee Oliver?
- 8 408. Was Jenee Oliver on that 11/21/2023 call to discern if Mr. Barton was looking to buy
9 insurance? If NO why was Jenee Oliver on the call?
- 10 409. Had RI trained Jenee Oliver prior to the 11/21/2023 telephone call at issue in this
11 lawsuit that she needed to identify herself and the company or organization on whose
12 behalf the solicitation is being made and the purpose of the call within the first 30
13 seconds of the telephone call?
- 14 410. In the 11/21/2023 telephone call at issue in this lawsuit did Jenee Oliver identify
15 herself and the company or organization on whose behalf the solicitation is being
16 made and the purpose of the call within the first 30 seconds of the telephone call?
- 17 411. In the 11/21/2023 telephone call at issue in this lawsuit did RI identify itself and the
18 company or organization on whose behalf the solicitation is being made and the
19 purpose of the call within the first 30 seconds of the telephone call? How was RI
20 identified?
- 21 412. In the 11/21/2023 telephone call at issue in this lawsuit did Jenee Oliver inform
22 Barton that his contact information will be removed from RI's lists for at least one
23 year?
- 24 413. In the 11/21/2023 telephone call at issue in this lawsuit was RI identified within the
first 30 seconds of the telephone call? How was RI identified?
414. In the 11/21/2023 telephone call at issue in this lawsuit was the purpose of the call
identified within the first 30 seconds of the telephone call? If YES what was the
purpose of the call identified as? How was it identified?
415. On 11/21/2023 was Jenee Oliver licensed to sell insurance?
416. If Jenee Oliver discerned on the 11/21/2023 call that Mr. Barton was looking to buy
insurance, was her purpose in the call to suggest insurance products to Mr. Barton?
417. If Mr. Barton had purchased insurance on the 11/21/2023 call with Jenee Oliver,
would RI have earned revenue on the sale?

- 1 418. On what date was the call in RI_0006 recorded?
- 2 419. Did RI record the call in RI_0006? If NO, who recorded RI_0006? How did RI get
3 it? Who did RI get it from? Who did they get it from?
- 4 420. Is the voice of one or more of RI's agents recorded in RI_0006? If YES what is the
5 name or names of RI's agents?
- 6 421. Is RI_0006 a true and accurate recording of conversation between Mr. Barton and one
7 or more of RI's agents?
- 8 422. Is RI_0006 a true and accurate recording of conversation between Mr. Barton and RI?
- 9 423. Is RI_0006 a true and accurate recording of the entirety of the call? If NO what
10 portion of the call does this recording not capture?
- 11 424. Is there a person in the RI_0006 call who sells RI's products and services?
- 12 425. What is that person's name?
- 13 426. Are RI_0005 and RI_0006 part of the same call?
- 14 427. On what date was the call in RI_0007 recorded?
- 15 428. Did RI record the call in RI_0007? If NO, who recorded RI_0007? How did RI get
16 it? Who did RI get it from? Who did they get it from?
- 17 429. Is RI_0007 a true and accurate recording of conversation between Mr. Barton and one
18 or more of RI's agents?
- 19 430. Is there a person in the RI_0007 call who sells RI's products and services?
- 20 431. What is that person's name?
- 21 432. Is the voice of one or more of RI's agents recorded in RI_0007? If YES what is the
22 name or names of RI's agents?
- 23 433. Is RI_0007 a true and accurate recording of conversation between Mr. Barton and RI?
- 24 434. Is RI_0007 a true and accurate recording of the entirety of the call? If NO what
portion of the call does this recording not capture?
435. On what date was the call in RI_0008 recorded?
436. Did RI record the call in RI_0008? If NO, who recorded RI_0008? How did RI get
it? Who did RI get it from? Who did they get it from?
437. Is RI_0008 a true and accurate recording of conversation between Mr. Barton and one
or more of RI's agents?

- 1 438. Is there a person in the RI_0008 call who sold RI's products and services?
- 2 439. What is that person's name?
- 3 440. Is the voice of one or more of RI's agents recorded in RI_0008? If YES what is the
4 name or names of RI's agents?
- 4 441. Identify every person whose voice is captured in the RI_0008 recording.
- 5 442. Is the voice of Damon Rusche in the RI_0008 recording?
- 6 443. Is RI_0008 a true and accurate recording of conversation between Mr. Barton and RI?
- 7 444. Is RI_0008 a true and accurate recording of the entirety of the call? If NO what
8 portion of the call does this recording not capture?
- 8 445. Is the call recording in RI_0004 contained inside the call recording RI_0008?
- 9 446. On what date was the call in RI_0003 recorded?
- 10 447. Did RI record the call in RI_0003? If NO, who recorded RI_0003? How did RI get
11 it? Who did RI get it from? Who did they get it from?
- 12 448. Is RI_0003 a true and accurate recording of conversation between Mr. Barton and one
13 or more of RI's agents?
- 13 449. Is the voice of one or more of RI's agents recorded in RI_0003? If YES what is the
14 name or names of RI's agents?
- 14 450. Is there a person in the RI_0003 call who sold RI's products and services?
- 15 451. What is that person's name?
- 16 452. Identify every person whose voice is captured in the RI_0003 recording.
- 17 453. Is RI_0003 a true and accurate recording of conversation between Mr. Barton and RI?
- 18 454. Is RI_0003 a true and accurate recording of the entirety of the call? If NO what
19 portion of the call does this recording not capture?
- 20 455. On what date was the call in RI_0001 recorded?
- 21 456. Did RI record the call in RI_0001? If NO, who recorded RI_0001? How did RI get
22 it? Who did RI get it from? Who did they get it from?
- 22 457. Is RI_0001 a true and accurate recording of conversation between Mr. Barton and one
23 or more of RI's agents?

- 1 458. Is the voice of one or more of RI's agents recorded in RI_0001? If YES what is the
2 name or names of RI's agents?
- 3 459. Is there a person in the RI_0001 call who sold RI's products and services?
- 4 460. What is that person's name?
- 5 461. Identify every person whose voice is captured in the RI_0001 recording.
- 6 462. Is RI_0001 a true and accurate recording of conversation between Mr. Barton and RI?
- 7 463. Is RI_0001 a true and accurate recording of the entirety of the call? If NO what
8 portion of the call does this recording not capture?
- 9 464. Are the recording in RI_0001 and RI_0005 from the same call?
- 10 465. Are the recording in RI_0001 and RI_0006 from the same call?
- 11 466. On RI_0009 the document says "No TCPA disclosure label was found". What does
12 that mean?
- 13 467. Does RI have any evidence that I have ever used email address
14 Nathan.bar23@gmail.com. If YES, what is it?
- 15 468. What does RI accept as sufficient evidence that a phone number's subscriber or
16 regular user has consented to the phone calls that were transferred to RI?
- 17 469. RI knows RI's answer to the question of "what does RI accept as sufficient evidence
18 that a phone number's subscriber or regular user has consented to the phone calls that
19 are transferred to RI." Did RI expect RMG to have any evidence beyond that to
20 satisfy any obligation in Exhibit A (Page 45 of Dkt. 12) that "all proof will be
21 provided"?
- 22 470. Before RI signed the Lead Provision Agreement (Pages 43-44 of Dkt. 12), did RI ask
23 RMG what they accepted as sufficient evidence that a phone number's subscriber or
24 regular user has consented to the phone calls that were transferred to RI? If YES is
there any documentation on what RI asked and what they responded with?
471. Before RI signed the Lead Provision Agreement (Pages 43-44 of Dkt. 12), did RI ask
RMG what they would provide, if requested, to satisfy any obligation under "all proof
will be provided within 24 hours protecting all parties"? If YES is there any
documentation on what RI asked and what they responded with?
472. How does a Lead ID token Jornaya make it more probable than not that a phone
number's subscriber or regular user has consented to the phone calls that are
transferred to RI?
473. Does RI know what a double opt in is?

1 474. For the purposes of this deposition can we agree that a double opt in is when an entity
2 receives a phone number along with a consent for telemarketing calls, the entity texts
3 the phone number and requires a person in physical custody of the phone to complete
4 an additional step before solicitation calls are initiated to the phone number.

475. Why doesn't RI only allow RI's marketing contractors to transfer calls to RI that
resulted from double opt ins?

476. What is the name or are the names of the entities that transferred the calls to RI that
form a basis of lawsuit *Dobronski v. Real Innovation Inc*?

477. What is the name or are the names of the entities that transferred the calls to RI that
form a basis of lawsuit *Jason Ingber et al v. Real Innovation Inc. et al*?

478. What is the name or are the names of the entities that transferred the calls to RI that
form a basis of lawsuit *Matthews v. National Life Insurance Company*?

479. At ¶11 of page 35 of Dkt. 46 RI said: "Defendants directed such alleged agents to
comply with all laws, including the TCPA." Did RI direct BPO to comply with all
laws, including the TCPA?

480. On what dates did RI direct BPO to comply with all laws, including the TCPA?

481. Is it documented that RI directed BPO to comply with all laws, including the TCPA?

482. On what dates did RI direct RMG to comply with all laws, including the TCPA?

483. Is it documented that RI directed RMG to comply with all laws, including the TCPA?

484. Is RI_0012 a true and accurate copy of an email RI received?

485. Is RI_0012 a true and accurate copy of an email RI received on 8/11/2023?

486. Does RI believe Nathen Barton sent RI the email in RI_0012?

487. After receiving the email in RI_0012, did RI tell entities to put phone number (972)
207-5749 on their do-not-call list?

488. If YES what is the name of the entities RI told to put phone number (972) 207-5749
on their do-not-call list?

489. If YES on what date did RI tell each of these entities to put phone number (972) 207-
5749 on their do-not-call list?

490. If RI believes Mr. Barton gave consent as RI alleges in Affirmative Defense #3 on
page 34 of Dkt. 46, were there any facts that caused RI not to assert counter-claims
against Mr. Barton?

1 491. If RI believes Mr. Barton gave consent as RI alleges in Affirmative Defense #5 on
2 page 34 of Dkt. 46, were there any facts that caused RI not to assert ~~counter-claims~~
against Mr. Barton?

3 492. If RI believes Mr. Barton gave consent as RI alleges in Affirmative Defense #6 on
4 page 35 of Dkt. 46, were there any facts that caused RI not to assert ~~counter-claims~~
against Mr. Barton?

5 493. If RI believes Mr. Barton gave consent as RI alleges in Affirmative Defense #3 on
6 page 34 of Dkt. 46, were there any facts that caused RI to RI cross-claim RMG? If RI
believes Mr. Barton gave consent as RI alleges in Affirmative Defense #3 on page 34
7 of Dkt. 46, were there any facts that caused RI to RI cross-claim RMG?

8 494. If RI believes Mr. Barton gave consent as RI alleges in Affirmative Defense #5 on
page 34 of Dkt. 46, were there any facts that caused RI to cross-claim RMG?

9 495. If RI believes Mr. Barton gave consent as RI alleges in Affirmative Defense #6 on
page 34 of Dkt. 46, were there any facts that caused RI to RI cross-claim RMG?

10 ~~496. If Mr. Barton gave consent as RI alleges in RI's Affirmative Defenses, what facts~~
11 ~~show RI's cross-claim against RMG misplaced?~~

12 497. What practices did RI implement to effectively prevent telephone solicitations in
13 violation of the regulations prescribed under 47 U.S.C. § 227 and/or other laws as
alleged in Affirmative Defense #13 on page 36 of Dkt. 46.

14 498. What due care did RI take to effectively prevent telephone solicitations in violation of
15 the regulations prescribed under 47 U.S.C. § 227 and/or other laws as alleged in
Affirmative Defense #13 on page 36 of Dkt. 46.

16 499. What evidence is there that RI directed BPO to comply with telemarketing laws? Is it
documented, and if so, how and where?

17 500. What evidence is there that RI directed RMG to comply with telemarketing laws? Is
it documented, and if so, how and where?

18 501. What is BPO's physical address?

19 502. What is BPO's mailing address?

20 503. At the time RI was considering hiring RMG what did RI know about their reputation
21 for complying with telemarketing laws?

1 s/ Nathen Barton

(signed)

January 10, 2025

(Dated)

2
3 Nathen Barton
4 (469) 347 2139
5 4618 NW 11th Cir
6 Camas WA 98607

7 I DECLARE that on January 10, 2025, I placed for delivery via Email, a true copy of the
8 foregoing "Notice of Deposition" to:

9 jmauseth@mausethlegal.com

10 JKostov@mausethlegal.com

11 info@richardsonmarketinggroup.net

12 As all parties agreed to email service and receipt of discovery documents.

13
14 s/ Nathen Barton

15 Nathen Barton
16 4618 NW 11th Cir
17 Camas WA 98607
18 bluewind33@protonmail.com