

1 Max K. Archer, WSBA # 54081  
2 Riverside Law Group, PLLC  
3 905 W. Riverside Ave., Ste. 404  
4 Spokane, WA 99201  
5 [mka@riverside-law.com](mailto:mka@riverside-law.com)  
6 (509) 504-8714  
7 *Attorney for Plaintiff*

8 Lauren Hausman, *pro hac vice*  
9 CopyCat Legal PLLC  
10 3111 N. University Drive, Suite 301  
11 Coral Springs, FL 33065  
12 [lauren@copycatlegal.com](mailto:lauren@copycatlegal.com)  
13 (877) 437-6228  
14 *Attorney for Plaintiff*

15  
16  
17  
18  
19  
20  
21  
22  
23  
24

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

PREPARED FOOD PHOTOS, INC.  
f/k/a ADLIFE MARKETING &  
COMMUNICATIONS CO., INC.,

Plaintiff,

v.

POOL WORLD, INC.,

Defendant.

Civil Action No. 2:23-cv-00160-TOR

**PLAINTIFF'S RESPONSES TO  
DEFENDANT'S THIRD REQUEST  
FOR PRODUCTION**

1  
2 Pursuant to 34 of the Federal Rules of Civil Procedure, Plaintiff Prepared  
3 Food Photos, Inc. (“Plaintiff”), submits these responses to defendant Pool World,  
4 Inc.’s (“Defendant”) Third Request for Production (the “Document Requests”) as  
5 follows:

6  
7 **REQUESTS FOR PRODUCTION**

8 14. Produce all communications, and records of communications, with  
9 persons that entered into subscription agreements that were the subject of Requests  
10 for Production Nos. 4 and 5.

11 **RESPONSE**: Plaintiff objects to this request as irrelevant and overbroad.  
12 Plaintiff’s communications with persons that entered into subscription agreements  
13 that were subject of Requests for Productions Nos. 4 and 5 (which stated “Any and  
14 all license agreements in place at any time between June 2, 2020 and the present  
15 that cover the use of the “Work” or any group of photos that includes the “Work.””  
16 *and* “Any and all subscription agreements in place at any time between June 2,  
17 2020 and the present that cover the use of the “Work” or any group of photos that  
18 includes Plaintiff’s “Work.””) are not relevant to the claims or defenses at issue in  
19 the lawsuit. Requests for Productions Nos. 4 and 5 seek licenses that cover the  
20 “Work” – as Defendant has been made aware, in June 2020 to present, any license  
21 would have included the Work – Plaintiff would not be in possession, custody or  
22  
23  
24

1 control of a license specific to only the Work. The documents Defendant seeks  
2 would include Plaintiff's entire library, which is overbroad.

3 15. Produce any and all documents reflecting payments pursuant to  
4 subscription agreements that were the subject of Requests for Production Nos. 4  
5 and 5.  
6

7 **RESPONSE:** Plaintiff objects to this Request as irrelevant and overbroad.  
8 Plaintiff has already produced to Defendant a list of its subscribers. The documents  
9 regarding payment are not relevant to the claims or defenses at issue in the lawsuit.  
10 Requests for Productions Nos. 4 and 5 seek licenses that cover the "work" – as  
11 Defendant has been made aware, in June 2020 to present, any license would have  
12 included the Work – Plaintiff would not be in possession, custody or control of a  
13 license specific to only the Work. The documents Defendant seeks would include  
14 Plaintiff's entire library, which is overbroad.  
15

16 16. Produce all communications among your staff, or with your  
17 representatives, or with any other person, about subscription agreements (or  
18 proposed subscription agreements) that were the subject of Requests for  
19 Production Nos. 4 and 5.  
20

21 **RESPONSE:** Plaintiff objects to this Request as irrelevant and overbroad.  
22 Plaintiff has already produced to Defendant a list of its subscribers. The  
23 communications between Plaintiff, its staff, or its representative, or any other  
24

1 person regarding subscription agreements (or proposed subscription agreements)  
2 that were the subject of Requests for Production Nos. 4 and 5 are not relevant to  
3 the claims or defenses at issue in the lawsuit. Requests for Productions Nos. 4 and  
4 5 seek licenses that cover the “work” – as Defendant has been made aware, in June  
5 2020 to present, any license would have included the Work – Plaintiff would not  
6 be in possession, custody or control of a license specific to only the Work. The  
7 documents Defendant seeks would include Plaintiff’s entire library, which is  
8 overbroad.  
9

10  
11 17. Produce any and all documents reflecting the downloading or use of  
12 your photos pursuant to subscription agreements that were the subject of Request  
13 for Production Nos. 4 and 5.

14 **RESPONSE:** To the extent this request seeks production of documents  
15 showing the downloading of photographs pursuant to a subscription agreement,  
16 plaintiff is not in possession, custody or control of such documents. To the extent  
17 this request seeks production of documents setting up subscription accounts and/or  
18 providing instructions therefore, plaintiff will produce non-privileged documents,  
19 if any, responsive to this request.  
20  
21  
22  
23  
24

1 Dated: February 19, 2024.

/s/ Lauren Hausman

2 Lauren Hausman (*pro hac vice*)  
3 CopyCat Legal PLLC  
4 3111 N. University Drive, Suite  
5 301  
6 Coral Springs, Florida 33065  
7 (877) 437-6228  
8 [lauren@copycatlegal.com](mailto:lauren@copycatlegal.com)

9 /s/ Max Archer

10 Max Archer  
11 Riverside Law Group  
12 WSBA #54081  
13 905 W. Riverside Ave., Suite 404  
14 Spokane, WA 99201  
15 (509) 504-8714  
16 [mka@riverside-law.com](mailto:mka@riverside-law.com)

17 **CERTIFICATE OF SERVICE**

18 I hereby certify that on February 19, 2024, I served the foregoing document  
19 via e-mail to: Paul Levy, Esq. ([plevy@citizen.org](mailto:plevy@citizen.org)) and Stephen Kirby, Esq.  
20 ([kirby@kirbylawoffice.com](mailto:kirby@kirbylawoffice.com)).  
21

22 /s/ Lauren Hausman  
23 Lauren Hausman, Esq.  
24