

**IN THE CIRCUIT COURT OF THE NINETEENTH
JUDICIAL CIRCUIT FOR
ST. LUCIE COUNTY, FLORIDA**

**CARIBBEAN GALAXY REAL ESTATE
CORPORATION,**

Plaintiff,

v.

BARRY RANDALL,

and

CARIBBEAN NEWS NOW,

Defendants.

Case No. _____

Division

**COMPLAINT FOR
PURE BILL OF DISCOVERY**

NON-JURY

NATURE OF THE ACTION

1. Plaintiff Caribbean Galaxy Real Estate Corporation (“Galaxy”) files this Complaint for Pure Bill of Discovery against Defendants Barry Randall and Caribbean News Now (“CNN”). The action relates to multiple false and damaging articles published by the Defendants and posted on CNN’s website that falsely accuse Galaxy of misappropriating funds, defrauding investors, and misleading the government and people of the Federation of St. Kitts and Nevis in connection with a real estate development project that will bring a 273-suite luxury resort to the island of St. Kitts. The exact opposite is true: Galaxy has worked hard and with great diligence to develop the St. Kitts Ramada Resort, marketed investment opportunities in the resort to investors honestly and forthrightly and has secured substantial foreign investment to fund the development and construction of the resort in a manner that provides employment for local workers, utilizes local construction materials, and strengthens the islands’ economy. The resort has garnered widespread public enthusiasm, including strong support from the government of St. Kitts and Nevis.

2. Falsely accused of misconduct, Galaxy intends to set the record straight by initiating defamation and other legal claims against all accountable parties, including the individuals and entities, whose identities are currently unknown, who corruptly procured

Defendant's publication of these false and damaging articles through the payment of money to the Defendants and by other unlawful means. The Plaintiff files this Complaint for a Pure Bill of Discovery to obtain information that is critical to its ability to pursue these claims.

PARTIES

3. Plaintiff Caribbean Galaxy Real Estate Corporation ("Galaxy") is a real estate development corporation registered in St. Kitts, that develops high-end luxury resorts throughout the Caribbean. Galaxy is the developer of the St. Kitts Ramada Resort, a 273-suite luxury resort located on the island of St. Kitts. Galaxy is developing the St. Kitts Ramada Resort in collaboration with the St. Kitts and Nevis Citizen by Investment ("CBI") Program. Galaxy is *sui juris* and, as set forth in greater detail below, has standing to bring this action.

4. Defendant Caribbean News Now ("CNN") is a corporation nominally headquartered in Texas that claims to be "the leading voice for Caribbean regional news, information, and opinion." According to its website, CNN is "[p]ublished by and through the collaborative efforts of a number of individual contributors and other sources" – and it boasts that its website "attracts some 1.5 million visitors and 2.5 million-page views annually, with the majority (84%) of the readership split equally between North America and the wide Caribbean." Although CNN claims to be a professional journalistic enterprise and a trusted source of objective news about the region, many of the articles posted on www.caribbeannews.now are written anonymously by a "Caribbean News Now contributor" and consist solely of scathing, unsourced attacks on private citizens and institutions that do business in the region. Beginning in 2018, Defendant CNN published a series of false and damaging articles regarding Galaxy and the St. Kitts Ramada Resort.

5. Defendant Barry Randall is a Florida citizen who resides in Ft. Pierce, Florida. Randall is the self-described "managing editor" of Defendant CNN and, on information and belief, owns and operates Defendant CNN out of his residence in St. Lucie County, Florida. On

information and belief, Defendant Randall was principally responsible for authoring and publishing the false and damaging articles regarding Galaxy and the St. Kitts Ramada Resort.

JURISDICTION & VENUE

6. This Court has subject-matter jurisdiction over this action because it seeks equitable relief.

7. This Court has personal jurisdiction over Defendant Barry Randall pursuant to Florida Statute § 48.193 because Defendant Randall engaged in newsgathering activities in the state of Florida relating to the false and damaging articles that give rise to this action and because Defendant Randall published those articles in the state of Florida. Further, Defendant Randall is a resident and citizen of Florida.

8. This Court has personal jurisdiction over Defendant CNN pursuant to Florida Statute § 48.193 because, on information and belief, Defendant CNN operates, engages in, or carries on a business or a business venture in Florida. On information and belief, Defendant Randall operates CNN in Florida, the articles published on www.caribbeannewsnow.com are published in Florida, and CNN's website is operated, managed and maintained in Florida. This Court also has personal jurisdiction over Defendant CNN under Florida Statute § 48.193 because, on information and belief, the articles giving rise to this action were published by CNN in Florida and caused injury to Galaxy in Florida.

9. Exercising jurisdiction over Defendant CNN comports with due process under the federal Constitution and Florida's Constitution because, on information and belief, CNN is operated from Florida, and published the false statements giving rise to this action from Florida, because CNN has had sufficient minimum contacts with Florida such that the maintenance of this suit in Florida comports with traditional notions of fair play and substantial justice, and because CNN has, for the reasons stated herein, purposefully availed itself of the privileges of conducting and carrying on business activities in Florida.

10. Venue is proper pursuant to Florida Statute § 47.011 and Florida Statute § 47.051 because Randall resides in St. Lucie County, on information and belief, CNN is operated from St. Lucie County, and this cause of action accrued in St. Lucie County.

11. All conditions precedent have been performed, have occurred, or have been waived before commencing this action.

FACTUAL ALLEGATIONS¹

Galaxy Partners with The Federation of St. Kitts and Nevis to Develop the St. Kitts Ramada Resort

12. As a critical component of its business model, Galaxy collaborates with the twin Federation of St. Kitts and Nevis's Citizen by Investment ("CBI") Program.

13. Similar to other investment arrangements across the globe, the CBI Program in St. Kitts and Nevis was designed to stimulate the Federation's economy by attracting foreign investors to fund real estate developments and other capital projects. The CBI Program permits a path to citizenship for foreign nationals who contribute to St. Kitts and Nevis's Sustainable Development Fund or provide money to pre-approved real estate projects.

14. Galaxy's CBI project, the St. Kitts Ramada Resort, is a 273-room luxury resort located in the rural Whitegate area of St. Kitts.

15. The first phase of the St. Kitts Ramada Resort is set on an eight-acre site in St Paul's Parish, about 25 minutes from St Kitts Robert L. Bradshaw International Airport. The project includes a mix of sea-view units, spa villas, and garden villas. Hotel amenities will include conference space, a bar, a restaurant, a cultural center and a swimming pool, among others.

¹ Galaxy's diligent attempts to uncover information relevant to its proposed claims have been stymied by obstructionist and dilatory tactics from Defendant Randall and Defendant CNN. Therefore, many of the recitals in this Complaint are made "on information and belief." Through this action, Galaxy petitions the Court to permit it to initiate discovery to obtain documentary evidence and testimony from the Defendants to support the allegations.

16. In February of 2019, the Prime Minister of St. Kitts and Nevis visited the construction site and announced his continued support of the project:



The Prime Minister is quoted as saying “I am satisfied that the project is advancing apace and the project deserves the continuing support of the government of St Kitts and Nevis.”

17. St. Kitts Deputy Prime Minister Shawn Richards offered similar support. He stated that the property could “significantly transform” Whitegate – and draw new investment to that part of the country. “I think this hotel holds much potential in terms of changing the landscape within this particular area and the environs,” Deputy Prime Minister Richards is quoted as saying.

***The Defendants Conduct a Smear Campaign to
Damage Galaxy Through False and Damaging Articles***

18. Beginning in May 2018, CNN targeted Galaxy in a barrage of false and damaging articles which state, directly and through innuendo, that Galaxy committed criminal misconduct and fraud.

19. On May 21, 2018, Defendant CNN published an article authored by an anonymous “Caribbean News Now contributor” entitled: “Chinese developer promises five-star resorts to

Caribbean leaders; delivery questioned.”² The May 21 article falsely states—both directly and by implication—that Galaxy mismanaged the St. Kitts Ramada Resort CBI project in St. Kitts.

20. On December 24, 2018, Defendant CNN published an article authored by an anonymous CNN “contributor” entitled: “Chinese developer fails to meet completion commitment; St. Kitts Ramada resort far, far away.”³ The December 24 article falsely alleges – both directly and by implication – that Galaxy mismanaged the Ramada Inn CBI project in St. Kitts and misappropriated funds related to the project. The December 24 article also makes the false and inflammatory assertion that there is a suspicious “commission scheme” associated with the project—and accuses Galaxy of building a “Potemkin village” to defraud investors.

21. On January 24, 2019, Defendant CNN published another article authored by an anonymous CNN “contributor” entitled: “St. Kitts-Nevis citizenship programme abuse: ‘Let us count the ways.’”⁴ The January 24 article falsely alleges – both directly and by implication – that Galaxy is defrauding its investors and falsely suggesting that Galaxy is involved in a “hallmark Ponzi scheme.”

22. On January 27, 2019, Defendant CNN published an article by an anonymous CNN “contributor” entitled “St Kitts-Nevis government claim that Ramada resort ‘continues apace’ raises more questions than answers.”⁵ The January 27 article falsely alleges – both directly and by implication – Galaxy is misappropriating funds and operating a “Ponzi scheme.”

² The May 21 article is available online and published to a global audience at the following URL: <https://www.caribbeannewsnow.com/2018/05/21/chinese-cbi-developer-promises-five-star-resorts-to-caribbean-leaders-delivery-questioned/>.

³ The December Article is available online and published to a global audience at the following URL: <https://www.caribbeannewsnow.com/2018/12/24/chinese-developer-fails-to-meet-completion-commitment-st-kitts-ramada-resort-still-far-far-away/>.

⁴ The January 24 article is available online and published to a global audience at the following URL: <https://www.caribbeannewsnow.com/2019/01/24/st-kitts-nevis-citizenship-programme-abuse-let-us-count-the-ways/>.

⁵ The January 27 article is available online and published to a global audience at the following URL: <https://www.caribbeannewsnow.com/2019/01/27/st-kitts-nevis-government-claim-that-ramada-resort-continues-apace-raises-more-questions-than-answers/>.

23. On March 18, 2019, Defendant CNN published an article entitled: “Grenada government to open investigation into failed CBI project; will St Kitts-Nevis do the same?”⁶ The March 18 article falsely alleges – both directly and by implication – that Galaxy has defrauded the Federation through the CBI program.

***The Defendants Have Undisclosed Connections
to One of Galaxy’s Principal Competitors***

24. On information and belief, a company known as “Range Developments” – Galaxy’s principal competitors for CBI investment opportunities and CBI real estate development in the Caribbean region – corruptly procured publication of the false and damaging articles described above. On information and belief, Range Developments and its owner Mohammed Asaria procured publication of the false and damaging articles through the payment of money and other consideration to the Defendants – and by other unlawful means.

25. On information and belief, Range Developments and Asaria have made regular payments to Defendants Randall and CNN.

26. On information and belief, the payments to Defendants Randall and CNN were made indirectly, through intermediaries, to avoid detection.

27. On information and belief, Asaria has bragged about influencing the media in St. Kitts and Nevis to damage Range Developments’ competitors and further its own business interests on the islands.

28. On information and belief, Asaria invited Defendant Randall to Dubai to attend a promotional event for Range Developments.

29. On information and belief, Asaria or Range Developments paid for Defendant Randall to attend the promotional event in Dubai.

⁶ The March 18 article is available online and published to a global audience at the following URL: <https://www.caribbeannewsnow.com/2019/03/18/grenada-government-to-open-investigation-into-failed-cbi-project-will-st-kitts-nevis-do-the-same/>.

30. The May 21 article conspicuously praises Range Developments and its owner Mohammed Asaria. The May 21 article even cites Asaria as a source for some of the information within the article.

31. Neither Defendant Randall nor Defendant CNN have ever disclosed receiving payments – or any other consideration – from Range Developments or Asaria.

32. Defendant Randall has his own history of corrupt conduct. Before starting CNN, Defendant Randall was involved in a scheme to defraud clients investing money in the Cayman Islands. While serving as a “trust officer” for Cayman Capital Trust Company (“CCTC”), Randall was accused of misappropriating client funds for personal gain. As a result, he was indicted on four counts of theft and one count of obtaining a valuable security by deception. After a 41-day trial, Randall was convicted on all five counts and sentenced to four years in prison.⁷

***The Defendants Refuse to Retract the False Statements
or Identify the Anonymous Author(s) of The False Articles***

33. On December 28, 2018, undersigned counsel sent a letter to Defendant Randall, apprising him of the false allegations within the December 24 article and requesting an immediate retraction and apology.⁸ Further, Galaxy asked Defendant Randall to: (1) identify the anonymous author of the December 24 article; (2) identify the anonymous “critic,” “concerned individuals,” and “reputable industry stakeholders,” the December 24 article purports to rely on; and (3) provide a specific citation for “release” the December 24 article purports to rely on.

34. In a letter dated January 7, 2019, Defendant Randall refused to retract or correct the December 24 article and refused to provide any of the information requested by Galaxy, including the identity of the author. Instead, the Defendants continued to publish the additional false and damaging articles about Galaxy described above.

⁷ Following his convictions, Defendant Randall petitioned the Court to vacate judgment. But because this case was prosecuted by a tribunal in a foreign sovereign country, undersigned counsel is at this time unable to confirm the final outcome of Defendant Randall's appeal.

⁸ Plaintiff's Demand Letter to Defendant Randall is attached as Exhibit “A.”

35. Despite these and other good-faith attempts, Galaxy has been unable to obtain the identity of the anonymous authors of these defamatory articles or further evidence connecting the defamatory articles to Range Developments or its owner Asaria.

Galaxy Requires Additional Information to Vindicate Its Legal Rights and Initiate Legal Action Against Those Responsible for The False And Damaging Articles

36. The Defendants' undisclosed "pay for play" scheme – and the conduct of its co-conspirators Range Developments and Mohammed Asaria in that scheme – may very well violate federal and state law, as well as the laws of the Federation of St. Kitts and Nevis. Galaxy is unable to vindicate its rights under civil law because the Defendants' scheme is clandestine by design. As a private entity, Galaxy has no mechanism, other than this Complaint for Pure Bill of Discovery, to obtain the necessary information concerning the Defendants' unlawful and damaging activities.

37. Florida allows petitioners to file pure bills of discovery to determine the identity of potential defendants and theories of liability. *See First Nat'l Bank of Miami v. Dade-Broward Co.*, 171 So. 510 (Fla. 1937); *Lewis v. Weaver*, 969 So. 2d 586, 588 (Fla. 4th DCA 2007).

38. Galaxy files this Complaint for a Pure Bill of Discovery to ascertain the necessary information from the Defendants that will allow Galaxy to file defamation claims against CNN, Randall and other potential defendants, and tortious interference claims against Range Developments and any other culpable individual or entity.

39. The facts set forth in this Complaint more than satisfy the applicable standard for a pure bill of discovery. Specifically, Before Galaxy can file defamation claims, Galaxy must first know the identity of the anonymous author or authors of the defamatory articles. Galaxy must also be in a position to allege and prove that the articles were published with actual malice. Similarly, before Galaxy can pursue tortious interference claims or claims for deceptive business practices, Galaxy must know who published and authored the defamatory articles and whether they were published with the intent to interfere with Galaxy's business relationships on St. Kitts and elsewhere. Similarly, to the extent that the Defendants (or the unnamed authors) conspired with Galaxy's business competitors and accepted undisclosed payments or other consideration

from Galaxy's competitors, those payments may constitute additional evidence of actual malice. Such payments may give rise to additional claims and theories of recovery, including claims for unjust enrichment, fraud, civil conspiracy, and other claims.

40. Based on the foregoing, Galaxy intends to issue interrogatories, requests for production of documents, and sworn depositions to obtain evidence relating to the identities of the authors of the defamatory articles, their motivations for recklessly disregarding the truth in publishing the above-referenced articles, and to substantiate the information already in Galaxy's possession that the Defendants accepted payments from Galaxy's competitors in exchange for spreading defamatory lies about Galaxy. Galaxy also intends to request financial records from the Defendants to substantiate those payments.

41. In spite of its best efforts to obtain this information, Galaxy has been unable to uncover this critical evidence.

42. The requested discovery is not publicly-available nor is it available to Galaxy.

43. Galaxy has reasonable concerns that the information related to financial payments between Defendants CNN and/or Randall and Plaintiff's competitors will be destroyed.

44. Galaxy has no way of acquiring and preserving the information sought by this Pure Bill of Discovery for use as evidence and for the development of additional evidence in the anticipated claims against Defendants CNN and Randall or others except by the relief sought herein.

45. The discovery sought by Galaxy is relevant and critical to potential claims for defamation, tortious interference with a contract or business relationship, unjust enrichment, fraud, civil conspiracy, and deceptive business practices.

46. The requested discovery is necessary to ascertain who may be sued and under what theories.

47. If the information sought herein is withheld from Galaxy beyond applicable statutes of limitations, Galaxy may sustain an irreparable injury.

48. The Defendants will not suffer irreparable injury if Galaxy is allowed to obtain pre-suit discovery.

WHEREFORE, Plaintiff, Galaxy, respectfully requests that this Court grant a judgement against Defendants CNN and Randall

- (a) requiring the Defendants to present Defendant Randall for a deposition;
- (b) requiring the Defendants to identify and present for deposition each of CNN's employees or agents who have knowledge of the authorship and publication of the articles or knowledge of financial payments from Galaxy's business competitors
- (c) requiring Defendant to respond to Galaxy's discovery requests attached hereto as Exhibit "B"; and
- (d) authorizing Galaxy to serve third party subpoenas and take depositions of any other parties who may have knowledge of the subject matter.

This 27 day of March 2019.

Respectfully Submitted,

/s/ Shannon Timmann

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Caribbean Galaxy Corporation*

Exhibit A



C L A R E L O C K E

L L P

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December 28, 2018

Via Email

CONFIDENTIAL

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Barry Randall
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Email: barry@newsglobal.com

Re: False and defamatory article: “Chinese Developer Fails to Meet Completion Commitment; St Kitts Ramada Resort Still Far, Far Away.”

Dear Mr. Randall:

I write on behalf of my client, Caribbean Galaxy Real Estate Corporation (“CGRE”) to demand the immediate removal and retraction of the anonymous, false and defamatory article published online by Caribbean News Now on December 24, 2018, entitled “Chinese developer fails to meet completion commitment; St Kitts Ramada resort still far, far away”¹ (the “Article”). The Article falsely alleges – both directly and by implication – the CGRE has mismanaged the Ramada Inn CBI project in St Kitts and has misappropriated funds related to the project. The Article also makes the false and inflammatory assertion that there is a suspicious “commission scheme” associated with the project – and uses the xenophobic comparison to a “Potemkin village” to create the false and defamatory implication. These incendiary allegations are reckless, demonstrably false, and defamatory per se. Accordingly, we demand that the Article be removed immediately.

Quite apart from the false assertions and innuendo in the Article, we are investigating whether the various “releases” cited in the Article have been fabricated or altered. Needless to say,

¹ The Article is available online and published to a global audience at the following URL:
<https://www.caribbeannewsnow.com/2018/12/24/chinese-developer-fails-to-meet-completion-commitment-st-kitts-ramada-resort-still-far-far-away/>.



if the Article relies in any way upon a fabricated or adulterated release to support the defamatory assertions or implications of the article, that will be conclusive evidence of recklessness and malice.

The Article purports to be an objective news report regarding the status of the St. Kitts Ramada project, but it violates even the most basic journalistic principles of sourcing and attribution. The Article, which is attributed only to an anonymous “Caribbean News Now contributor,” is replete with assertions and highly unprofessional “questions” sourced only to unnamed “critics,” “concerned individuals,” and “reputable industry stakeholders.” None of these individuals is identified by name, title, position or affiliation, preventing your readers from ascertaining the bias and credibility of these unnamed individuals – or evaluating whether these individuals are in a position to have firsthand knowledge of the assertions they purport to make.

In order to remedy the reputational damage the Article has already caused to CGRE and the St Kitts CBI project, we demand that Caribbean News Now immediately (1) retract and remove the Article from www.caribbeannews.com and any other location online where it currently is posted; and (2) publish an apology to CGRE with the same prominence as the original Article. We also require, in support of our ongoing defamation analysis, that Caribbean News Now immediately identify the author of the Article, immediately identify each and every one of the “critics,” “concerned individuals,” and “reputable industry stakeholders” the Article purports to rely on, and immediately provide a specific citation to each and every “release” the Article purports to rely on. This constitutes CGRE’s formal demand for retraction under all applicable laws and rules of procedure.

Until these issues are resolved, we request that you instruct all relevant persons to preserve and retain all documents, data, and electronically stored information relating in any way to CGRE, the St Kitts CBI project, the Article, and the reporting, drafting, editing, and fact checking of any article related to the issues presented in the Article. This ongoing obligation to preserve and retain documents relating to these topics includes, without limitation: (i) communications with sources or potential sources; (ii) all communications with the author and all other people who performed any work related to the Article; (iii) all communications between and among the author and, editors, fact-checkers, and attorneys involved in the Article; (iv) all records relating to compensation paid to the author; (v) all reporters’ and editors’ notes regarding the article or any draft or version of the Article; (vi) all social media posts relating to CGRE; (vii) all interviews or statements made by or to third parties regarding CGRE; and (viii) all communications with government agencies, law enforcement, and/or public relations professionals regarding CGRE. This includes, without limitation, paper documents, photographs, video, email, attachments, and other electronic communications, text messages, social media posts and data (whether on Facebook, Twitter, or any other social media website), word processing documents, spreadsheets, presentation slides, databases, calendars and calendar entries, diaries, meeting notes, telephone logs, contact manager information, Internet usage files, offline storage for information stored on removable media, information contained on laptops or other portable devices, voice mails, and network access information.

We trust that Caribbean News Now will treat the issues raised in this letter with the attention and seriousness that CGRE deserves – and that Caribbean News Now owes to its readers as a



responsible journalistic enterprise. CGRE has worked hard and with great diligence to earn its reputation as a responsible developer – and to establish the reputation of the St Kitts CBI project. It was reckless and irresponsible for Caribbean News Now to damage those reputations with a false and misleading Article making serious allegations of misconduct authored by an anonymous “contributor” and sourced only to unnamed “critics.” Be assured that CGRE will take all necessary and appropriate steps against Caribbean News Now – including initiating litigation against Caribbean News Now and its principals in any appropriate forum, including Florida – to protect its reputation and set the record straight.

I look forward to your prompt response.

Sincerely,

Thomas A. Clare, P.C.

Exhibit B

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
FOR ST. LUCIE COUNTY, FLORIDA**

**CARIBBEAN GALAXY REAL ESTATE
CORPORATION,**

Plaintiff,

v.

BARRY RANDALL,

and

CARIBBEAN NEWS NOW,

Defendants.

Case No. _____
Division: _____

**PLAINTIFF CARIBBEAN GALAXY REAL ESTATE CORPORATION'S FIRST SET
OF REQUESTS FOR PRODUCTION TO DEFENDANT BARRY RANDALL**

Pursuant to Florida Rule of Civil Procedure 1.350, Plaintiff Caribbean Galaxy Real Estate Corporation ("Plaintiff" or "Galaxy") hereby submits its First Set of Requests for Production ("Requests for Production," and each individually a "Request for Production") to Defendant Barry Randall ("Randall"). Plaintiff requests that Defendant Randall produce the requested documents for inspection at the offices of Barry Randall, or at such other place and time as agreed by counsel. In accordance with Florida Rule of Civil Procedure 1.350, Defendant Randall shall submit separate responses to the following Requests for Production within forty-five (45) days of service of these Requests for Production. These Requests for Production shall be read, interpreted, and responded to in accordance with the definitions and instructions set forth below.

DEFINITIONS

1. The term “Communication(s)” or “Communicate(s)” refers to any manner or form of transfer or exchange of any information, whether by written, electronic, oral, or other means, and any and all documents containing, consisting of, or relating or referring in any way either directly or indirectly, to a Communication. “Communication(s)” include, but are not limited to, oral or written utterances, notations, and statements of any nature whatsoever, by and to whomever made, including, but not limited to, correspondence, conversations, dialogues, discussions, interviews, consultations, and other understandings between or among two or more Persons, whether face-to-face, or by telephone, fax, letter, email, website, social-media service, or any other means.

2. The term “Complaint” means the complaint in the above-captioned action that Galaxy filed on March 27, 2019, in the Circuit Court of the Nineteenth Judicial Circuit for St. Lucie County, Florida, naming You as a defendant, and any amendments to that complaint.

3. The terms “Defendant,” “Randall,” “You,” and “Your” mean Barry Randall, a defendant in the above-captioned action, and any present and former agents, assigns, representatives, employees, predecessors, successors, attorneys, and each Person acting or purporting to act on his behalf or for his benefit.

4. The term “Document(s)” is an all-inclusive term with the broadest possible meaning accorded to it under relevant law, and include the original (or a copy if the original is not available) and all versions, drafts, revisions, and non-identical copies (which copies are non-identical because of alterations, attachments, blanks, comments, notes, underlining, highlighting or otherwise) of any writing or record whether in tangible, electronic, or any other form. “Document(s)” include, but are not limited to, electronically stored information, emails, letters, correspondences, work files, reports, filings, research, memoranda, reports, notes, notebooks,

message slips, telephone logs, diaries, journals, calendars, electronic organizer entries, contact information records, writings, drawings, spreadsheets, presentations, ledgers, minutes, financial reports or records, facsimiles, contracts, invoices, receipts, graphs, charts, photographs, blog posts, Internet posts, social-media posts, social-media direct messages, instant messages, text messages, and video or audio recordings. “Document(s)” also includes the metadata applicable to any document and the file, folder tabs, and labels appended to or containing any document.

5. The term “ESI” means electronically stored information.

6. The term “May 21 Article” means the article published on or about May 21, 2018, by Defendants CNN and Barry Randall, titled “Chinese CBI developer promises five-star resorts to Caribbean leaders; delivery questioned,” including the statements and other content embedded or contained therein.

7. The term “December 24 Article” means the article published on or about December 24, 2018, by Defendants CNN and Barry Randall, titled “Chinese developer fails to meet completion commitment; St. Kitts Ramada resort far, far away,” including the statements and other content embedded or contained therein.

8. The term “January 24 Article” means the article published on or about December 24, 2018, by Defendants CNN and Barry Randall, titled “St. Kitts-Nevis citizenship programme abuse: ‘Let us count the ways,’” including the statements and other content embedded or contained therein.

9. The term “January 27 Article” means the article published on or about December 24, 2018, by Defendants CNN and Barry Randall, titled “St Kitts-Nevis government claim that Ramada resort ‘continues apace’ raises more questions than answers,” including the statements and other content embedded or contained therein.

10. The term “March 18 Article” means the article published on or about March 18, 2019, by Defendants CNN and Randall, titled “Grenada government to open investigation into failed CBI project; will St Kitts-Nevis do the same?,” including the statements and other content embedded or contained therein.

11. The term “Subject Articles” means the May 21 Article, the December 24 Article, the January 24 Article, the January 27 Article, and the March 18 Article.

12. “Range Developments” means the investment and hospitality company that develops Citizenship-by-Investment projects across the Eastern Caribbean and is based in Dubai, United Arab Emirates.

13. “Mohammed Asaria” means the Founder, Joint Managing Partner, and Member of the Board of Range Developments.

14. The term “Person(s)” means, inclusively, individuals, groups of individuals (e.g., a committee or panel), partnerships, corporations, joint ventures, associations, trusts, governmental entities, and any other entity or organization. A reference to any person shall include when applicable, its subsidiaries, control persons, controlling persons, partners, shareholders, officers, directors, managers, employees, agents, any other persons acting or purporting to act on its behalf.

15. The terms “Relating To,” “Referring To,” and/or “Reflecting” shall be construed in the broadest possible sense to mean referring or relating to, reflecting, concerning, regarding, containing, identifying, monitoring, constituting, embodying, comprising, stating, dealing with, commenting on, responding to, connected to, in connection with, stating, analyzing, describing, consisting of, discussing, evidencing, mentioning, pertaining to, citing, summarizing, containing information concerning, or bearing any logical or factual connection with the matter discussed, as these terms are understood in the broadest sense.

INSTRUCTIONS

1. These Requests for Production call for the production of Documents that are in Your actual or constructive possession, custody, or control, regardless of location, including in the possession, custody, or control of any current or former attorneys, consultants, experts, agents, employees, contractors, volunteers, and anyone else acting on Your behalf or for Your benefit, whether or not employed by You.

2. Your production shall include every document known to You and every such document which can be located or discovered by reasonably diligent efforts by You. If You cannot produce a particular Document after exercising due diligence to find or obtain the document, so state.

3. If any Document called for hereby was formerly in Your possession, custody, or control and has been lost or destroyed, that Document is to be identified in writing by: (i) addressor, addressee, and/or Person who prepared or authorized the Document; (ii) date of preparation or transmittal; (iii) subject matter; (iv) number of pages, attachments, or appendices; (v) all Persons to whom the Document was distributed; (vi) date of loss or destruction; and (vii) if destroyed, the manner of destruction, reason for destruction, Persons authorizing destruction, and Persons destroying the Document.

4. If a copy of a requested Document is not identical to any other copy of the same Document, by reason of alterations, marginal notes, comments, etc., all non-identical copies shall be produced. All Documents that are attached to each other when located for production shall be left so attached.

5. All Documents are to be produced in their entirety, without abbreviation or expurgation, including both back and front thereof, with all attachments or other matters affixed thereto.

6. You shall produce responsive Documents as they have been kept in the usual course of business. If there is no Document responsive to any particular category, You shall so state in writing.

7. For purposes of interpreting or construing the scope of these Requests for Production, all terms shall be given their most expansive and inclusive interpretation, unless otherwise specifically limited by the language of an individual request. This includes, without limitation the following: (i) the singular shall include the plural and vice versa; (ii) the masculine, feminine, or neuter pronoun shall not exclude other genders; (iii) the connectives “and” and “or” shall be read either disjunctively or conjunctively as necessary to bring within the scope of the Requests for Production all responses that might otherwise be construed to be outside their scope; (iv) the terms “any,” “all,” or “each” shall be read to mean any, all, each, and every; (v) the word “including” shall be read to mean including without limitation; (vi) the present term shall be construed to include the past term and vice versa; (vii) the terms “person” and “persons” shall include natural persons and legal entities as well as other organized groups of natural persons and legal entities; and (viii) references to employees, officers, directors, or agents shall include both current and former employees, officers, directors, and agents.

8. If You object to any part of a Request for Production, You must set forth Your basis for the objection and respond to all parts of the Request for Production to which You do not object.

9. If production of any requested Document is objected to on the grounds that production is unduly burdensome, describe the undue burden.

10. If any of the Documents called for by any Request for Production herein is withheld because You claim that such information is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or by any other privilege or protection from disclosure, You shall produce a privilege log that identifies: (i) the basis for asserting the claim of

privilege; (ii) the type of Document; (iii) the identity of the Document's author(s) and its addressee(s), and every person who prepared or received the Document or any portion thereof; (iv) the title and other identifying data of the Document; (v) the date of the Document; (vi) the subject matter of the Document and/or any attachment(s) to the Document; and (vii) the number of pages comprising the Document.

11. If in the course of responding to these Requests for Production You encounter any ambiguity in the Requests for Production, in a definition, or in an instruction relevant to the Requests for Production, explain what You find to be ambiguous and what construction You used in providing Your answer.

12. No paragraph or Request for Production herein shall be construed with reference to any other paragraph or Request for Production for purposes of limitation.

13. The specificity of any Request for Production herein shall not be construed to limit the generality or reach of any other Request for Production herein.

14. Unless otherwise specified in a specific Request for Production, the relevant time period is January 1, 2017, to the present. In no event shall You treat the time period covered by these Requests for Production as commencing any later than the earliest date of any document or information You rely upon, intend to rely upon, or consider in connection with this matter.

15. These Requests for Production are continuing in nature, up to and during the course of the proceedings in the above-captioned action. In the event that You obtain additional Documents that are responsive to these Requests for Production, You shall supplement Your response to each such Request for Production and produce the additional Documents promptly.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1

All Documents Relating To or Referring To Range Developments and/or its founder Mohammed Asaria, or any of their employees, directors, managers, agents, or Persons acting for or on behalf of Range Developments or Mohammed Asaria, or Reflecting any Communication by, between, or among You and Range Developments and/or its founder Mohammed Asaria or any of their employees, directors, managers, agents, or Person acting for or on behalf of Range Developments or Mohammed Asaria.

REQUEST FOR PRODUCTION NO. 2

All financial records and all Documents Relating To or Referring To all payments or other forms of consideration made to You by Range Developments and/or its founder Mohammed Asaria, or any of their employees, directors, managers, agents, or Persons acting for or on behalf of Range Developments or Mohammed Asaria.

REQUEST FOR PRODUCTION NO. 3

All Documents referenced in, identified by, or relied upon in preparing Your Responses to Plaintiff's Interrogatories to You, and/or Your Responses to any other discovery requests.

REQUEST FOR PRODUCTION NO. 4

All Documents Relating To or Reflecting the organization structure (e.g., organizational charts) of any company, business, website, or organization that You own, operate, or control.

REQUEST FOR PRODUCTION NO. 5

All Documents Relating To, Referring To, or Reflecting any policy Relating To Document or data retention and/or preservation that You have adopted, implemented, or followed, including but not limited to any policy Relating To or Referring To Document or data retention and/or preservation by any company, business, website, or organization that You own, operate, or control.

REQUEST FOR PRODUCTION NO. 6

All Documents Relating To, Referring To, or Reflecting any Communication by, between, or among You and any Person (including but not limited to Persons identified in Your responses to Plaintiff's Interrogatories to You), Relating To or Referring To (a) the subject matter(s) of the Complaint; and/or (b) the subject matter(s) of these Requests for Production.

REQUEST FOR PRODUCTION NO. 7

Any joint defense or similar agreement between You and any other party or non-party to the above-captioned action Relating To the above-captioned action.

This 27 day of March 2019.

Respectfully Submitted,

/s/ Shannon Timmann

Thomas A. Clare, P.C. (*pro hac vice* pending)
Daniel P. Watkins (*pro hac vice* pending)
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*Attorneys for Plaintiff,
Caribbean Galaxy Real Estate Corporation*

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
FOR ST. LUCIE COUNTY, FLORIDA**

**CARIBBEAN GALAXY REAL ESTATE
CORPORATION,**

Plaintiff,

v.

BARRY RANDALL,

and

CARIBBEAN NEWS NOW,

Defendants.

Case No. _____
Division: _____

**PLAINTIFF CARIBBEAN GALAXY REAL ESTATE CORPORATION'S FIRST SET
OF INTERROGATORIES TO DEFENDANT BARRY RANDALL**

Pursuant to Florida Rule of Civil Procedure 1.340, Plaintiff Caribbean Galaxy Real Estate Corporation ("Plaintiff" or "Galaxy") hereby propounds the following Interrogatories, to be answered separately, fully, in writing, and under oath by Defendant Barry Randall, within forty-five (45) days of service of the Interrogatories. These Interrogatories shall be read, interpreted, and responded to in accordance with the definitions and instructions set forth below.

DEFINITIONS

1. The term “Communication(s)” or “Communicate(s)” refers to any manner or form of transfer or exchange of any information, whether by written, electronic, oral, or other means, and any and all documents containing, consisting of, or relating or referring in any way either directly or indirectly, to a Communication. “Communication(s)” include, but are not limited to, oral or written utterances, notations, and statements of any nature whatsoever, by and to whomever made, including, but not limited to, correspondence, conversations, dialogues, discussions, interviews, consultations, and other understandings between or among two or more Persons, whether face-to-face, or by telephone, fax, letter, email, website, social-media service, or any other means.

2. The term “Complaint” means the complaint in the above-captioned action that Galaxy filed on March 27, 2019, in the Circuit Court of the Nineteenth Judicial Circuit for St. Lucie County, Florida, naming You as a defendant, and any amendments to that complaint.

3. The terms “Defendant,” “Randall,” “You,” and “Your” mean Barry Randall, a defendant in the above-captioned action, and any present and former agents, assigns, representatives, employees, predecessors, successors, attorneys, and each Person acting or purporting to act on his behalf or for his benefit.

4. The term “Document(s)” is an all-inclusive term with the broadest possible meaning accorded to it under relevant law, and include the original (or a copy if the original is not available) and all versions, drafts, revisions, and non-identical copies (which copies are non-identical because of alterations, attachments, blanks, comments, notes, underlining, highlighting or otherwise) of any writing or record whether in tangible, electronic, or any other form. “Document(s)” include, but are not limited to, electronically stored information, emails, letters, correspondences, work files, reports, filings, research, memoranda, reports, notes, notebooks,

message slips, telephone logs, diaries, journals, calendars, electronic organizer entries, contact information records, writings, drawings, spreadsheets, presentations, ledgers, minutes, financial reports or records, facsimiles, contracts, invoices, receipts, graphs, charts, photographs, blog posts, Internet posts, social-media posts, social-media direct messages, instant messages, text messages, and video or audio recordings. “Document(s)” also includes the metadata applicable to any document and the file, folder tabs, and labels appended to or containing any document.

5. The term “ESI” means electronically stored information.

6. The term “May 21 Article” means the article published on or about May 21, 2018, by Defendants CNN and Barry Randall, titled “Chinese CBI developer promises five-star resorts to Caribbean leaders; delivery questioned,” including the statements and other content embedded or contained therein.

7. The term “December 24 Article” means the article published on or about December 24, 2018, by Defendants CNN and Barry Randall, titled “Chinese developer fails to meet completion commitment; St. Kitts Ramada resort far, far away,” including the statements and other content embedded or contained therein.

8. The term “January 24 Article” means the article published on or about December 24, 2018, by Defendants CNN and Barry Randall, titled “St. Kitts-Nevis citizenship programme abuse: ‘Let us count the ways,’” including the statements and other content embedded or contained therein.

9. The term “January 27 Article” means the article published on or about December 24, 2018, by Defendants CNN and Barry Randall, titled “St Kitts-Nevis government claim that Ramada resort ‘continues apace’ raises more questions than answers,” including the statements and other content embedded or contained therein.

10. The term “March 18 Article” means the article published on or about March 18, 2019, by Defendants CNN and Randall, titled “Grenada government to open investigation into failed CBI project; will St Kitts-Nevis do the same?,” including the statements and other content embedded or contained therein.

11. The term “Subject Articles” means the May 21 Article, the December 24 Article, the January 24 Article, the January 27 Article, and the March 18 Article.

12. “Range Developments” means the investment and hospitality company that develops Citizenship-by-Investment projects across the Eastern Caribbean and is based in Dubai, United Arab Emirates.

13. “Mohammed Asaria” means the Founder, Joint Managing Partner, and Member of the Board of Range Developments.

14. The term “Person(s)” means, inclusively, individuals, groups of individuals (e.g., a committee or panel), partnerships, corporations, joint ventures, associations, trusts, governmental entities, and any other entity or organization. A reference to any person shall include when applicable, its subsidiaries, control persons, controlling persons, partners, shareholders, officers, directors, managers, employees, agents, any other persons acting or purporting to act on its behalf.

15. The terms “Relating To,” “Referring To,” and/or “Reflecting” shall be construed in the broadest possible sense to mean referring or relating to, reflecting, concerning, regarding, containing, identifying, monitoring, constituting, embodying, comprising, stating, dealing with, commenting on, responding to, connected to, in connection with, stating, analyzing, describing, consisting of, discussing, evidencing, mentioning, pertaining to, citing, summarizing, containing information concerning, or bearing any logical or factual connection with the matter discussed, as these terms are understood in the broadest sense.

16. The terms “State,” “Explain,” and “Describe” mean to set forth a complete and detailed statement of all information, circumstances, and facts that concern, refer to, relate to, reflect, comprise, or bear upon the matter concerning which information is requested.

17. The term “Identify,” when used with respect to an individual, means to state the following:

- a. The person’s full name;
- b. The person’s present and past employment position and business affiliations, if any, with any of the parties to this litigation; and
- c. If such person is not now an employee of a party to this litigation, the person’s last known address and current employer.

18. The term “Identify,” when used with respect to a business or legal entity, means to state the following:

- a. The entity’s full name, place of business, and telephone number;
- b. The entity’s legal statutes (*e.g.*, corporation, partnership, etc.)
- c. The law of the jurisdiction under which the entity exists;
- d. The primary contact person relating to the subject matter of the Interrogatory; and
- e. The full address and telephone number of the primary contact person identified, if different from that of the entity.

19. The term “Identify,” when used with respect to a Document, means to attach a copy of the Document to the response or to provide a list of the Bates numbers of the Document if the Document has already been produced, or to state each of the following as reflected on the Document or as is known to the party/parties (or its agents or representatives) answering these Interrogatories:

- a. The title and nature of the Document;
- b. The date of the Document;

- c. The author(s) of the Document;
 - d. The addressee(s) or recipient(s), if any, of the Document;
 - e. The identity of the person(s) who prepared the Document; and
 - f. The location of the Document and the identity of the custodian.
20. The term “Identify,” when used with respect to a Communication, means to:
- a. Identify each party and witness to the Communication, and whether it was oral, written, electronic, or otherwise;
 - b. Summarize the substance of the Communication; and
 - c. State the time, date, and location of such Communication.

INSTRUCTIONS

1. You must answer each Interrogatory separately, completely, in writing, and under oath, and You must sign Your answers.

2. In responding to these Interrogatories, You are required to furnish all information that is available to You or subject to Your reasonable inquiry, including information known to You or otherwise in Your possession, custody, or control, regardless of location, or that is in the possession, custody, or control of any current or former attorneys, consultants, accountants, advisors, experts, agents, employees, contractors, volunteers, and other persons directly or indirectly employed by, or connected with, You or Your attorneys. If You cannot completely answer any Interrogatory after the exercise of reasonable diligence, You shall furnish as complete an answer as You can, and You shall explain in detail the reasons You cannot give a full answer, including a statement as to what is needed in order to give a complete answer.

3. All references to Documents are to those Documents in Your possession, custody, or control, whether directly or indirectly.

4. For purposes of interpreting or construing the scope of these Interrogatories, all terms shall be given their most expansive and inclusive interpretation, unless otherwise specifically

limited by the language of an individual Interrogatory. This includes, without limitation, the following: (i) the singular shall include the plural and vice versa; (ii) the masculine, feminine, or neuter pronoun shall not exclude other genders; (iii) the connectives “and” and “or” shall be read either disjunctively or conjunctively as necessary to bring within the scope of these Interrogatories all responses that might otherwise be construed to be outside their scope; (iv) the terms “any,” “all,” or “each” shall be read to mean any, all, each, and every; (v) the word “including” shall be read to mean including without limitation; (vi) the present tense shall be construed to include the past tense and vice versa; (vii) the terms “person” and “persons” shall include natural persons and legal entities as well as other organized groups of natural persons and legal entities; and (viii) references to employees, officers, directors, or agents shall include both current and former employees, officers, directors, and agents.

5. If You object to any part of an Interrogatory, You must set forth Your basis for the objection and respond to all parts of the Interrogatory to which You do not object.

6. If in the course of responding to these Interrogatories You encounter any ambiguity in the Interrogatories, in a definition, or in an instruction relevant to the Interrogatories, explain what You find to be ambiguous and what construction You used in providing Your answer.

7. If You object to any Interrogatory on the grounds that responding is unduly burdensome, describe the undue burden.

8. If any information called for by any Interrogatory herein is withheld because You claim that such information is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or by any other privilege or protection from disclosure, provide:

- a. A general description of the information or Communication;
- b. The date the information was generated or Communicated;
- c. The name of the person(s) involved in the information or Communication; and

d. The claim or claims of privilege under which the information is withheld.

9. No paragraph or Interrogatory herein shall be construed with reference to any other paragraph or Interrogatory for purposes of limitation.

10. The specificity of any Interrogatory herein shall not be construed to limit the generality or reach of any other Interrogatory herein.

11. These Interrogatories are continuing in nature, up to and during the course of the proceedings in the above-captioned action. In the event that You obtain additional information that is responsive to these Interrogatories, You shall promptly supplement Your response to each such Interrogatory.

INTERROGATORIES

INTERROGATORY NO. 1

Identify the author or authors of the May 21 Article.

INTERROGATORY NO. 2

Identify the author or authors of the December 24 Article.

INTERROGATORY NO. 3

Identify the author or authors of the January 24 Article.

INTERROGATORY NO. 4

Identify the author or authors of the January 27 Article.

INTERROGATORY NO. 5

Identify all financial compensation, remuneration, or any other form of consideration You have received from Range Developments and/or its founder Mohammed Asaria, or any of their employees, directors, managers, agents, or Persons acting for or on behalf of Range Development or Mohammed Asaria.

INTERROGATORY NO. 6

Describe the role of Range Development Relating to the Subject Articles.

INTERROGATORY NO. 7

Describe the role of Mohammed Asaria Relating to the Subject Articles.

INTERROGATORY NO. 8

Identify each third party who You believe would have Documents in its possession, custody, or control that may Relate To the facts surrounding the Complaint and/or the subject-matter of the above-captioned action and whether You have seen or are otherwise familiar with the information in or contents of those documents.

INTERROGATORY NO. 9

Identify each Person who participated in the preparation of any responses to the Interrogatories propounded on You by Plaintiff.

This 27 day of March 2019.

Respectfully Submitted,

/s/ Shannon Timmann

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*Attorneys for Plaintiff,
Caribbean Galaxy Real Estate Corporation*

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
FOR ST. LUCIE COUNTY, FLORIDA**

**CARIBBEAN GALAXY REAL ESTATE
CORPORATION,**

Plaintiff,

v.

BARRY RANDALL,

and

CARIBBEAN NEWS NOW,

Defendants.

Case No. _____
Division: _____

**PLAINTIFF CARIBBEAN GALAXY REAL ESTATE CORPORATION'S FIRST SET
OF REQUESTS FOR PRODUCTION TO DEFENDANT CARIBBEAN NEWS NOW**

Pursuant to Florida Rule of Civil Procedure 1.350, Plaintiff Caribbean Galaxy Real Estate Corporation ("Plaintiff" or "Galaxy") hereby submits its First Set of Requests for Production ("Requests for Production," and each individually a "Request for Production") to Defendant Caribbean News Now ("CNN"). Plaintiff requests that Defendant CNN produce the requested documents for inspection at the offices of Caribbean News Now, or at such other place and time as agreed by counsel. In accordance with Florida Rule of Civil Procedure 1.350, Defendant CNN shall submit separate responses to the following Requests for Production within forty-five (45) days of service of these Requests for Production. These Requests for Production shall be read, interpreted, and responded to in accordance with the definitions and instructions set forth below.

DEFINITIONS

1. The term “Communication(s)” or “Communicate(s)” refers to any manner or form of transfer or exchange of any information, whether by written, electronic, oral, or other means, and any and all documents containing, consisting of, or relating or referring in any way either directly or indirectly, to a Communication. “Communication(s)” include, but are not limited to, oral or written utterances, notations, and statements of any nature whatsoever, by and to whomever made, including, but not limited to, correspondence, conversations, dialogues, discussions, interviews, consultations, and other understandings between or among two or more Persons, whether face-to-face, or by telephone, fax, letter, email, website, social-media service, or any other means.

2. The term “Complaint” means the complaint in the above-captioned action that Galaxy filed on March 27, 2019, in the Circuit Court of the Nineteenth Judicial Circuit for St. Lucie County, Florida, naming You as a defendant, and any amendments to that complaint.

3. The terms “Defendant,” “CNN,” “You,” and “Your” mean Caribbean News Network, Inc., a defendant in the above-captioned action, and any present and former affiliates, companies, parents, subsidiaries, agents, assigns, directors, representatives, employees, predecessors, successors, attorneys, and each Person acting or purporting to act on its behalf or for its benefit.

4. The term “Document(s)” is an all-inclusive term with the broadest possible meaning accorded to it under relevant law, and include the original (or a copy if the original is not available) and all versions, drafts, revisions, and non-identical copies (which copies are non-identical because of alterations, attachments, blanks, comments, notes, underlining, highlighting or otherwise) of any writing or record whether in tangible, electronic, or any other form. “Document(s)” include, but are not limited to, electronically stored information, emails, letters,

correspondences, work files, reports, filings, research, memoranda, reports, notes, notebooks, message slips, telephone logs, diaries, journals, calendars, electronic organizer entries, contact information records, writings, drawings, spreadsheets, presentations, ledgers, minutes, financial reports or records, facsimiles, contracts, invoices, receipts, graphs, charts, photographs, blog posts, Internet posts, social-media posts, social-media direct messages, instant messages, text messages, and video or audio recordings. “Document(s)” also includes the metadata applicable to any document and the file, folder tabs, and labels appended to or containing any document.

5. The term “ESI” means electronically stored information.

6. The term “May 21 Article” means the article published on or about May 21, 2018, by Defendants CNN and Barry Randall, titled “Chinese CBI developer promises five-star resorts to Caribbean leaders; delivery questioned,” including the statements and other content embedded or contained therein.

7. The term “December 24 Article” means the article published on or about December 24, 2018, by Defendants CNN and Barry Randall, titled “Chinese developer fails to meet completion commitment; St. Kitts Ramada resort far, far away,” including the statements and other content embedded or contained therein.

8. The term “January 24 Article” means the article published on or about December 24, 2018, by Defendants CNN and Barry Randall, titled “St. Kitts-Nevis citizenship programme abuse: ‘Let us count the ways,’” including the statements and other content embedded or contained therein.

9. The term “January 27 Article” means the article published on or about December 24, 2018, by Defendants CNN and Barry Randall, titled “St Kitts-Nevis government claim that Ramada resort ‘continues apace’ raises more questions than answers,” including the statements and other content embedded or contained therein.

10. The term “March 18 Article” means the article published on or about March 18, 2019, by Defendants CNN and Randall, titled “Grenada government to open investigation into failed CBI project; will St Kitts-Nevis do the same?,” including the statements and other content embedded or contained therein.

11. The term “Subject Articles” means the May 21 Article, the December 24 Article, the January 24 Article, the January 27 Article, and the March 18 Article.

12. “Range Developments” means the investment and hospitality company that develops Citizenship-by-Investment projects across the Eastern Caribbean and is based in Dubai, United Arab Emirates.

13. “Mohammed Asaria” means the Founder, Joint Managing Partner, and Member of the Board of Range Developments.

14. The term “Person(s)” means, inclusively, individuals, groups of individuals (e.g., a committee or panel), partnerships, corporations, joint ventures, associations, trusts, governmental entities, and any other entity or organization. A reference to any person shall include when applicable, its subsidiaries, control persons, controlling persons, partners, shareholders, officers, directors, managers, employees, agents, any other persons acting or purporting to act on its behalf.

15. The terms “Relating To,” “Referring To,” and/or “Reflecting” shall be construed in the broadest possible sense to mean referring or relating to, reflecting, concerning, regarding, containing, identifying, monitoring, constituting, embodying, comprising, stating, dealing with, commenting on, responding to, connected to, in connection with, stating, analyzing, describing, consisting of, discussing, evidencing, mentioning, pertaining to, citing, summarizing, containing information concerning, or bearing any logical or factual connection with the matter discussed, as these terms are understood in the broadest sense.

INSTRUCTIONS

1. These Requests for Production call for the production of Documents that are in Your actual or constructive possession, custody, or control, regardless of location, including in the possession, custody, or control of any current or former attorneys, consultants, experts, agents, employees, contractors, volunteers, and anyone else acting on Your behalf or for Your benefit, whether or not employed by You.

2. Your production shall include every document known to You and every such document which can be located or discovered by reasonably diligent efforts by You. If You cannot produce a particular Document after exercising due diligence to find or obtain the document, so state.

3. If any Document called for hereby was formerly in Your possession, custody, or control and has been lost or destroyed, that Document is to be identified in writing by: (i) addressor, addressee, and/or Person who prepared or authorized the Document; (ii) date of preparation or transmittal; (iii) subject matter; (iv) number of pages, attachments, or appendices; (v) all Persons to whom the Document was distributed; (vi) date of loss or destruction; and (vii) if destroyed, the manner of destruction, reason for destruction, Persons authorizing destruction, and Persons destroying the Document.

4. If a copy of a requested Document is not identical to any other copy of the same Document, by reason of alterations, marginal notes, comments, etc., all non-identical copies shall be produced. All Documents that are attached to each other when located for production shall be left so attached.

5. All Documents are to be produced in their entirety, without abbreviation or expurgation, including both back and front thereof, with all attachments or other matters affixed thereto.

6. You shall produce responsive Documents as they have been kept in the usual course of business. If there is no Document responsive to any particular category, You shall so state in writing.

7. For purposes of interpreting or construing the scope of these Requests for Production, all terms shall be given their most expansive and inclusive interpretation, unless otherwise specifically limited by the language of an individual request. This includes, without limitation the following: (i) the singular shall include the plural and vice versa; (ii) the masculine, feminine, or neuter pronoun shall not exclude other genders; (iii) the connectives “and” and “or” shall be read either disjunctively or conjunctively as necessary to bring within the scope of the Requests for Production all responses that might otherwise be construed to be outside their scope; (iv) the terms “any,” “all,” or “each” shall be read to mean any, all, each, and every; (v) the word “including” shall be read to mean including without limitation; (vi) the present term shall be construed to include the past term and vice versa; (vii) the terms “person” and “persons” shall include natural persons and legal entities as well as other organized groups of natural persons and legal entities; and (viii) references to employees, officers, directors, or agents shall include both current and former employees, officers, directors, and agents.

8. If You object to any part of a Request for Production, You must set forth Your basis for the objection and respond to all parts of the Request for Production to which You do not object.

9. If production of any requested Document is objected to on the grounds that production is unduly burdensome, describe the undue burden.

10. If any of the Documents called for by any Request for Production herein is withheld because You claim that such information is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or by any other privilege or protection from disclosure, You shall produce a privilege log that identifies: (i) the basis for asserting the claim of

privilege; (ii) the type of Document; (iii) the identity of the Document's author(s) and its addressee(s), and every person who prepared or received the Document or any portion thereof; (iv) the title and other identifying data of the Document; (v) the date of the Document; (vi) the subject matter of the Document and/or any attachment(s) to the Document; and (vii) the number of pages comprising the Document.

11. If in the course of responding to these Requests for Production You encounter any ambiguity in the Requests for Production, in a definition, or in an instruction relevant to the Requests for Production, explain what You find to be ambiguous and what construction You used in providing Your answer.

12. No paragraph or Request for Production herein shall be construed with reference to any other paragraph or Request for Production for purposes of limitation.

13. The specificity of any Request for Production herein shall not be construed to limit the generality or reach of any other Request for Production herein.

14. Unless otherwise specified in a specific Request for Production, the relevant time period is January 1, 2017, to the present. In no event shall You treat the time period covered by these Requests for Production as commencing any later than the earliest date of any document or information You rely upon, intend to rely upon, or consider in connection with this matter.

15. These Requests for Production are continuing in nature, up to and during the course of the proceedings in the above-captioned action. In the event that You obtain additional Documents that are responsive to these Requests for Production, You shall supplement Your response to each such Request for Production and produce the additional Documents promptly.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1

All Documents Relating To or Referring To Range Developments and/or its founder Mohammed Asaria, or any of their employees, directors, managers, agents, or Persons acting for or on behalf of Range Developments or Mohammed Asaria, or Reflecting any Communication by, between, or among You and Range Developments and/or its founder Mohammed Asaria or any of their employees, directors, managers, agents, or Person acting for or on behalf of Range Developments or Mohammed Asaria.

REQUEST FOR PRODUCTION NO. 2

All financial records and all Documents Relating To or Referring To all payments or other forms of consideration made to You by Range Developments and/or its founder Mohammed Asaria, or any of their employees, directors, managers, agents, or Persons acting for or on behalf of Range Developments or Mohammed Asaria.

REQUEST FOR PRODUCTION NO. 3

All Documents referenced in, identified by, or relied upon in preparing Your Responses to Plaintiff's Interrogatories to You, and/or Your Responses to any other discovery requests.

REQUEST FOR PRODUCTION NO. 4

All Documents Relating To or Reflecting the organization structure (e.g., organizational charts) of any company, business, website, or organization that You own, operate, or control.

REQUEST FOR PRODUCTION NO. 5

All Documents Relating To, Referring To, or Reflecting any policy Relating To Document or data retention and/or preservation that You have adopted, implemented, or followed, including but not limited to any policy Relating To or Referring To Document or data retention and/or preservation by any company, business, website, or organization that You own, operate, or control.

REQUEST FOR PRODUCTION NO. 6

All Documents Relating To, Referring To, or Reflecting any Communication by, between, or among You and any Person (including but not limited to Persons identified in Your responses to Plaintiff's Interrogatories to You), Relating To or Referring To (a) the subject matter(s) of the Complaint; and/or (b) the subject matter(s) of these Requests for Production.

REQUEST FOR PRODUCTION NO. 7

Any joint defense or similar agreement between You and any other party or non-party to the above-captioned action Relating To the above-captioned action.

This 27 day of March 2019.

Respectfully Submitted,

/s/ Shannon Timmann

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*Attorneys for Plaintiff,
Caribbean Galaxy Real Estate Corporation*

**IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
FOR ST. LUCIE COUNTY, FLORIDA**

**CARIBBEAN GALAXY REAL ESTATE
CORPORATION,**

Plaintiff,

v.

BARRY RANDALL,

and

CARIBBEAN NEWS NOW,

Defendants.

Case No. _____
Division: _____

**PLAINTIFF CARIBBEAN GALAXY REAL ESTATE CORPORATION'S FIRST SET
OF INTERROGATORIES TO DEFENDANT CARIBBEAN NEWS NOW**

Pursuant to Florida Rule of Civil Procedure 1.340, Plaintiff Caribbean Galaxy Real Estate Corporation ("Plaintiff" or "Galaxy") hereby propounds the following Interrogatories, to be answered separately, fully, in writing, and under oath by Defendant Caribbean News Now ("CNN"), within forty-five (45) days of service of the Interrogatories. These Interrogatories shall be read, interpreted, and responded to in accordance with the definitions and instructions set forth below.

DEFINITIONS

1. The term “Communication(s)” or “Communicate(s)” refers to any manner or form of transfer or exchange of any information, whether by written, electronic, oral, or other means, and any and all documents containing, consisting of, or relating or referring in any way either directly or indirectly, to a Communication. “Communication(s)” include, but are not limited to, oral or written utterances, notations, and statements of any nature whatsoever, by and to whomever made, including, but not limited to, correspondence, conversations, dialogues, discussions, interviews, consultations, and other understandings between or among two or more Persons, whether face-to-face, or by telephone, fax, letter, email, website, social-media service, or any other means.

2. The term “Complaint” means the complaint in the above-captioned action that Galaxy filed on March 27, 2019, in the Circuit Court of the Nineteenth Judicial Circuit for St. Lucie County, Florida, naming You as a defendant, and any amendments to that complaint.

3. The terms “Defendant,” “CNN,” “You,” and “Your” mean Caribbean News Network, Inc., a defendant in the above-captioned action, and any present and former affiliates, companies, parents, subsidiaries, agents, assigns, directors, representatives, employees, predecessors, successors, attorneys, and each Person acting or purporting to act on its behalf or for its benefit.

4. The term “Document(s)” is an all-inclusive term with the broadest possible meaning accorded to it under relevant law, and include the original (or a copy if the original is not available) and all versions, drafts, revisions, and non-identical copies (which copies are non-identical because of alterations, attachments, blanks, comments, notes, underlining, highlighting or otherwise) of any writing or record whether in tangible, electronic, or any other form. “Document(s)” include, but are not limited to, electronically stored information, emails, letters,

correspondences, work files, reports, filings, research, memoranda, reports, notes, notebooks, message slips, telephone logs, diaries, journals, calendars, electronic organizer entries, contact information records, writings, drawings, spreadsheets, presentations, ledgers, minutes, financial reports or records, facsimiles, contracts, invoices, receipts, graphs, charts, photographs, blog posts, Internet posts, social-media posts, social-media direct messages, instant messages, text messages, and video or audio recordings. “Document(s)” also includes the metadata applicable to any document and the file, folder tabs, and labels appended to or containing any document.

5. The term “ESI” means electronically stored information.

6. The term “May 21 Article” means the article published on or about May 21, 2018, by Defendants CNN and Barry Randall, titled “Chinese CBI developer promises five-star resorts to Caribbean leaders; delivery questioned,” including the statements and other content embedded or contained therein.

7. The term “December 24 Article” means the article published on or about December 24, 2018, by Defendants CNN and Barry Randall, titled “Chinese developer fails to meet completion commitment; St. Kitts Ramada resort far, far away,” including the statements and other content embedded or contained therein.

8. The term “January 24 Article” means the article published on or about December 24, 2018, by Defendants CNN and Barry Randall, titled “St. Kitts-Nevis citizenship programme abuse: ‘Let us count the ways,’” including the statements and other content embedded or contained therein.

9. The term “January 27 Article” means the article published on or about December 24, 2018, by Defendants CNN and Barry Randall, titled “St Kitts-Nevis government claim that Ramada resort ‘continues apace’ raises more questions than answers,” including the statements and other content embedded or contained therein.

10. The term “March 18 Article” means the article published on or about March 18, 2019, by Defendants CNN and Randall, titled “Grenada government to open investigation into failed CBI project; will St Kitts-Nevis do the same?,” including the statements and other content embedded or contained therein.

11. The term “Subject Articles” means the May 21 Article, the December 24 Article, the January 24 Article, the January 27 Article, and the March 18 Article.

12. “Range Developments” means the investment and hospitality company that develops Citizenship-by-Investment projects across the Eastern Caribbean and is based in Dubai, United Arab Emirates.

13. “Mohammed Asaria” means the Founder, Joint Managing Partner, and Member of the Board of Range Developments.

14. The term “Person(s)” means, inclusively, individuals, groups of individuals (e.g., a committee or panel), partnerships, corporations, joint ventures, associations, trusts, governmental entities, and any other entity or organization. A reference to any person shall include when applicable, its subsidiaries, control persons, controlling persons, partners, shareholders, officers, directors, managers, employees, agents, any other persons acting or purporting to act on its behalf.

15. The terms “Relating To,” “Referring To,” and/or “Reflecting” shall be construed in the broadest possible sense to mean referring or relating to, reflecting, concerning, regarding, containing, identifying, monitoring, constituting, embodying, comprising, stating, dealing with, commenting on, responding to, connected to, in connection with, stating, analyzing, describing, consisting of, discussing, evidencing, mentioning, pertaining to, citing, summarizing, containing information concerning, or bearing any logical or factual connection with the matter discussed, as these terms are understood in the broadest sense.

16. The terms “State,” “Explain,” and “Describe” mean to set forth a complete and detailed statement of all information, circumstances, and facts that concern, refer to, relate to, reflect, comprise, or bear upon the matter concerning which information is requested.

17. The term “Identify,” when used with respect to an individual, means to state the following:

- a. The person’s full name;
- b. The person’s present and past employment position and business affiliations, if any, with any of the parties to this litigation; and
- c. If such person is not now an employee of a party to this litigation, the person’s last known address and current employer.

18. The term “Identify,” when used with respect to a business or legal entity, means to state the following:

- a. The entity’s full name, place of business, and telephone number;
- b. The entity’s legal statutes (*e.g.*, corporation, partnership, etc.)
- c. The law of the jurisdiction under which the entity exists;
- d. The primary contact person relating to the subject matter of the Interrogatory; and
- e. The full address and telephone number of the primary contact person identified, if different from that of the entity.

19. The term “Identify,” when used with respect to a Document, means to attach a copy of the Document to the response or to provide a list of the Bates numbers of the Document if the Document has already been produced, or to state each of the following as reflected on the Document or as is known to the party/parties (or its agents or representatives) answering these Interrogatories:

- a. The title and nature of the Document;
- b. The date of the Document;

- c. The author(s) of the Document;
 - d. The addressee(s) or recipient(s), if any, of the Document;
 - e. The identity of the person(s) who prepared the Document; and
 - f. The location of the Document and the identity of the custodian.
20. The term “Identify,” when used with respect to a Communication, means to:
- a. Identify each party and witness to the Communication, and whether it was oral, written, electronic, or otherwise;
 - b. Summarize the substance of the Communication; and
 - c. State the time, date, and location of such Communication.

INSTRUCTIONS

1. You must answer each Interrogatory separately, completely, in writing, and under oath, and You must sign Your answers.

2. In responding to these Interrogatories, You are required to furnish all information that is available to You or subject to Your reasonable inquiry, including information known to You or otherwise in Your possession, custody, or control, regardless of location, or that is in the possession, custody, or control of any current or former attorneys, consultants, accountants, advisors, experts, agents, employees, contractors, volunteers, and other persons directly or indirectly employed by, or connected with, You or Your attorneys. If You cannot completely answer any Interrogatory after the exercise of reasonable diligence, You shall furnish as complete an answer as You can, and You shall explain in detail the reasons You cannot give a full answer, including a statement as to what is needed in order to give a complete answer.

3. All references to Documents are to those Documents in Your possession, custody, or control, whether directly or indirectly.

4. For purposes of interpreting or construing the scope of these Interrogatories, all terms shall be given their most expansive and inclusive interpretation, unless otherwise specifically

limited by the language of an individual Interrogatory. This includes, without limitation, the following: (i) the singular shall include the plural and vice versa; (ii) the masculine, feminine, or neuter pronoun shall not exclude other genders; (iii) the connectives “and” and “or” shall be read either disjunctively or conjunctively as necessary to bring within the scope of these Interrogatories all responses that might otherwise be construed to be outside their scope; (iv) the terms “any,” “all,” or “each” shall be read to mean any, all, each, and every; (v) the word “including” shall be read to mean including without limitation; (vi) the present tense shall be construed to include the past tense and vice versa; (vii) the terms “person” and “persons” shall include natural persons and legal entities as well as other organized groups of natural persons and legal entities; and (viii) references to employees, officers, directors, or agents shall include both current and former employees, officers, directors, and agents.

5. If You object to any part of an Interrogatory, You must set forth Your basis for the objection and respond to all parts of the Interrogatory to which You do not object.

6. If in the course of responding to these Interrogatories You encounter any ambiguity in the Interrogatories, in a definition, or in an instruction relevant to the Interrogatories, explain what You find to be ambiguous and what construction You used in providing Your answer.

7. If You object to any Interrogatory on the grounds that responding is unduly burdensome, describe the undue burden.

8. If any information called for by any Interrogatory herein is withheld because You claim that such information is protected from discovery by the attorney-client privilege, the attorney work-product doctrine, or by any other privilege or protection from disclosure, provide:

- a. A general description of the information or Communication;
- b. The date the information was generated or Communicated;
- c. The name of the person(s) involved in the information or Communication; and

d. The claim or claims of privilege under which the information is withheld.

9. No paragraph or Interrogatory herein shall be construed with reference to any other paragraph or Interrogatory for purposes of limitation.

10. The specificity of any Interrogatory herein shall not be construed to limit the generality or reach of any other Interrogatory herein.

11. These Interrogatories are continuing in nature, up to and during the proceedings in the above-captioned action. In the event that You obtain additional information that is responsive to these Interrogatories, You shall promptly supplement Your response to each such Interrogatory.

INTERROGATORIES

INTERROGATORY NO. 1

Identify the author or authors of the May 21 Article.

INTERROGATORY NO. 2

Identify the author or authors of the December 24 Article.

INTERROGATORY NO. 3

Identify the author or authors of the January 24 Article.

INTERROGATORY NO. 4

Identify the author or authors of the January 27 Article.

INTERROGATORY NO. 5

Identify all financial compensation, remuneration, or any other form of consideration You have received from Range Developments and/or its founder Mohammed Asaria, or any of their employees, directors, managers, agents, or Persons acting for or on behalf of Range Development or Mohammed Asaria.

INTERROGATORY NO. 6

Describe the role of Range Development Relating to the Subject Articles.

INTERROGATORY NO. 7

Describe the role of Mohammed Asaria Relating to the Subject Articles.

INTERROGATORY NO. 8

Identify each third party who You believe would have Documents in its possession, custody, or control that may Relate To the facts surrounding the Complaint and/or the subject-matter of the above-captioned action and whether You have seen or are otherwise familiar with the information in or contents of those documents.

INTERROGATORY NO. 9

Identify each Person who participated in the preparation of any responses to the Interrogatories propounded on You by Plaintiff.

This 27 day of March 2019.

Respectfully Submitted,

/s/ Shannon Timmann

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