

PHILIP GODLEWSKI,
Plaintiff

v.

CHRIS KELLY, TIMES SHAMROCK
COMMUNICATIONS, THE SCRANTON
TIMES-TRIBUNE, LARRY HOLEVA
Defendants.

IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY

CIVIL DIVISION

JURY TRIAL DEMANDED

No.: 2021-CV-2195

MAURIE B. KELLY
CLERK OF JUDICIAL
RECORDS CIVIL DIVISION
2022 AUG -5 P 3:13

DEFENDANTS' MOTION TO COMPEL PLAINTIFF'S DISCOVERY RESPONSES

AND NOW COMES the Defendants, Chris Kelly, Times Shamrock Communications, The Scranton Times-Tribune and Larry Holeva, by and through their attorneys, Haggerty Hinton & Cosgrove LLP, and present this Motion to Compel Plaintiff's Discovery Responses and in support thereof avers:

PROCEDURAL HISTORY

1. Plaintiff commenced this action by filing a Complaint on May 24, 2021.
2. Defendants filed an Answer and New Matter on July 6, 2021.

I. PLAINTIFF'S OBJECTIONS AND RESPONSES TO DEFENDANTS' REQUESTS FOR PRODUCTION OF DOCUMENTS (SET I)

3. On July 12, 2021, Defendants served Plaintiff with Request for Production of Documents (Set I). (Attached as Exhibit "A" is a true and correct copy (relevant pages only) of Defendants' Request for Production of Documents (Set I).)

4. Request No. 2 of Set I requests "If you are making a claim for lost wages or diminished wage-earning capacity, please produce your federal income tax returns for the five years prior to the article published on February 14, 2021, and all subsequent years up through the time of trial."

5. Plaintiff answered: "These will be provided."
6. No federal tax returns have been provided to date.

7. Request No. 3 of Set I requests “If you are making a claim for lost wages or diminished wage-earning capacity, please produce copies of any and all income tax returns filed by or on behalf of any business or company in which you had an ownership interest for the five years prior to the article published on February 14, 2021, and all subsequent years up through the time of trial.”

8. Plaintiff answered: “See answer to 2 above.”

9. Plaintiff has not produced any tax returns for any businesses or companies he owned.

10. Request No. 6 requests “Your personnel records or employment records from ERA One Source Realty.”

11. Plaintiff answered: “Plaintiff is not in possession of these personal/employment records and does not know if they exist. (Attached as Exhibit “B” is a true and correct copy (relevant pages only) of Plaintiff’s Objections and Responses to Plaintiff’s Request for Production of Documents (Set I).)

12. Plaintiff did state an answer to an interrogatory that he was sent an email regarding his termination from ERA One Source Realty. He has not produced that email.

13. On November 1, 2021 Defense counsel sent a deficiencies letter to Plaintiff’s counsel with regard to Plaintiff’s Response to Defendants’ Request for Production of Documents (Set I).

14. Plaintiff’s counsel sent a responsive letter setting forth supplemental answers on December 9, 2021 without Plaintiff’s verification. (Attached as Exhibit “C” is a true and correct copy of Plaintiff’s Supplemental Answers to various requests for production of documents and interrogatories.)

15. Defendants hereby request that Plaintiff be compelled to provide a signature verification for his supplemental answers as required by Pa. Rules of Civil Procedure 4006(a)(1) and R.C.P. 4009(c)

16. Pursuant to Pa. R.C.P. 4009.12(a), a party served with requests for the production of documents shall answer the requests and produce or make the responsive documents available within thirty (30) days after being served. Pa. R.C.P. 4009.12(a).

17. Pa. R.C.P. 4019(a)(1) authorizes the Court to make an appropriate order if, among other things, a party fails to serve answers to discovery requests, including written requests for production under Rule 4009.

18. Accordingly, Defendants' respectfully request an Order of this Court pursuant to Pa. R.C.P. 4019(a)(1) compelling Plaintiff to respond to Defendants' requests for production Nos. 2, 3, and 6 as set forth above and Plaintiff's Verification for his December 9, 2021 Supplemental Answers.

II. DEFENDANTS' REQUESTS FOR PRODUCTION OF DOCUMENTS (SETS II, III and IV)

19. On October 26, 2021, Defendants served Plaintiff with Request for Production of Documents (Set II). (Attached as Exhibit "D" is a true and correct copy of Defendants' Request for Production of Documents (Set II).)

20. Plaintiff has not responded to these requests.

21. On March 25, 2022, Defendants served Plaintiff with Request for Production of Documents (Set III). (Attached as Exhibit "E" is a true and correct copy of Defendants' Request for Production of Documents (Set III).)

22. Plaintiff has not responded to these requests.

23. On June 24, 2022, Defendants served Plaintiff with Request for Production of Documents (Set IV). (Attached as Exhibit "F" is a true and correct copy of Defendants' Request for Production of Documents (Set IV).)

24. Plaintiff has not responded to these requests.

25. Pursuant to Pa. R.C.P. 4009.12(a), a party served with requests for the production of documents shall answer the requests and produce or make the responsive documents available within thirty (30) days after being served. Pa. R.C.P. 4009.12(a).

26. Pa. R.C.P. 4019(a)(1) authorizes the Court to make an appropriate order if, among other things, a party fails to serve answers to discovery requests, including written requests for production under Rule 4009.

27. Accordingly, Defendants' respectfully request an Order of this Court pursuant to Pa. R.C.P. 4019(a)(1) compelling Plaintiff to respond to Defendants' Request for Production of Documents (Sets II, III and IV) in full, without objection.

III. DEFENDANTS' INTERROGATORIES (SET II)

28. On March 28, 2022, Defendants served Plaintiff with Interrogatories (Set II). (Attached as Exhibit "G" is a true and correct copy of Defendants' Interrogatories (Set II) direct to Plaintiff.)

29. Plaintiff has not responded to these interrogatories.

30. Pursuant to Pa. R.C.P. 4006, a party served an interrogatory shall answer the interrogatory within thirty (30) days after being served. Pa. R.C.P. 4006.

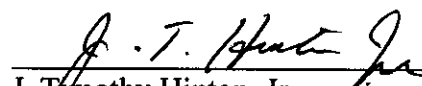
31. Pa. R.C.P. 4006 authorizes the Court to make an appropriate order if, among other things, a party fails to serve answers to discovery requests.

32. Accordingly, Plaintiff's respectfully requests an Order of this Court compelling Plaintiff to answer Defendants' Interrogatories (Set II) in full, without objection.

WHEREFORE, Defendants, Chris Kelly, Times Shamrock Communications, The Scranton Times-Tribune and Larry Holeva, respectfully request that this Honorable Court enter an Order compelling discovery against Plaintiff in the form of the proposed Order submitted herewith, and grant all such further relief, including an award of legal fees, as the Court finds to be just and proper.

Date: 8-5-2022

Respectfully submitted,



J. Timothy Hinton, Jr.
Haggerty Hinton & Cosgrove LLP
PA I.D. No. 61981
1401 Monroe Ave., Suite 2
Dunmore, PA 18509
*Attorneys for Defendants,
Chris Kelly, Times Shamrock
Communications, The Scranton Times-
Tribune and Larry Holeva*

CERTIFICATE OF COMPLIANCE

I hereby certify that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

/s/ J. Timothy Hinton, Jr., Esq.
J. TIMOTHY HINTON, JR., ESQUIRE
PA I.D. 61981

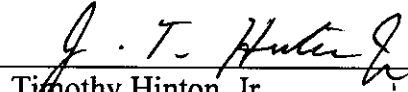
CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of August 2022 I caused to be served by Electronic mail, a true and correct copy of the foregoing Defendants' Motion to Compel Plaintiff's Discovery Responses upon the following:

Timothy M. Kolman, Esq.
414 Hulmeville Ave.
Pennel, PA 19047
TKolman@kolmanlaw.com
Attorney for Plaintiff

Date: 8-5-2022

Respectfully submitted:



J. Timothy Hinton, Jr.
Haggerty Hinton & Cosgrove LLP
PA I.D. No. 61981
1401 Monroe Ave., Suite 2
Dunmore, PA 18509
Attorneys for Defendants,
*Chris Kelly, Times Shamrock
Communications, The Scranton Times-
Tribune and Larry Holeva*

PHILIP GODLEWSKI,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF LACKAWANNA COUNTY
	:	
v.	:	CIVIL DIVISION
	:	
CHRIS KELLY, TIMES SHAMROCK	:	JURY TRIAL DEMANDED
COMMUNICATIONS, THE SCRANTON	:	
TIMES-TRIBUNE, LARRY HOLEVA	:	
Defendants.	:	No.: 2021-CV-2195

DEFENDANTS' REQUEST FOR PRODUCTION OF DOCUMENTS (SET I)
PROPOUNDED UPON PLAINTIFF

TO: Philip Godlewski

Defendants, Chris Kelly, Times Shamrock Communications, The Scranton Times-Tribune and Larry Holeva (hereinafter referred to as "Defendants"), by and through their counsel, Haggerty Hinton & Cosgrove LLP, by their undersigned counsel, hereby propounds the following request for production of documents and tangible things pursuant to Rule 4009.1 et seq. of the Pennsylvania Rules of Civil Procedure.

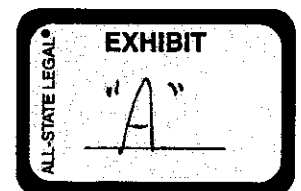
The documents and tangible things requested herein must be produced at the law offices of Haggerty Hinton & Cosgrove LLP, within thirty days.

Each of the following requests is intended as a separate request. Where a request has subparts, please respond to each subpart separately and in full. Do not limit any response to the numbered requests as a whole.

If you have any objection to any request, please state your objection fully and set forth the factual basis for your objection in lieu of production of documents. You must file and serve a written response to these requests upon you, regardless of the time set for production of the documents and things requested herein. You are reminded that any objections not raised within the thirty-day time period provided for by Pa.R.C.P. 4009.12 will be deemed to have been waived by you.

These requests are not only for documents and tangible things that are owned by you, but also for documents and tangible things that are in your possession, custody, or control. This means that you must produce all documents and tangible things that are responsive to a particular request and that are in your possession (regardless of whether they are your property), or over which you have control even if they are not in your possession. It also means you must produce documents and tangible things that are in the possession, custody, or control of your agents, employees, and/or attorneys.

Before responding to these requests, you are required to make a diligent search of your files and records to ascertain whether you have documents that would be responsive to a given request. Your agents, employees, and attorneys must do the same.



transfer;

- c. the reason(s) for the loss, destruction, or transfer;
- d. the person responsible for the loss or destruction;
- e. the person(s) or entit(ies) to whom transferred;
- f. the document's present location; and
- g. the date and manner in which defendants can or may obtain each such document.

4. These document requests are continuing, and defendants shall produce in the form of supplementary document productions any document requested herein which is unavailable to plaintiff the time of its response hereto but which becomes available to it or to its agents or representatives up to the time of trial.

DOCUMENTS REQUESTED

1. Produce all documents related to your claim that the February 14, 2021 article identified in the Complaint contained false and defamatory statements.

2. If you are making a claim for lost wages or diminished wage-earning capacity, please produce your federal income tax returns for the five years prior to the article published on February 14, 2021, and all subsequent years up through the time of trial.

3. If you are making a claim for lost wages or diminished wage-earning capacity, please produce copies of any and all income tax returns filed by or on behalf of any business or company in which you had an ownership interest for the five years prior to the article published on February 14, 2021, and all subsequent years up through the time of trial.

4. Any and all physician, hospital, medication, and/or other health care/medical bills and receipts which you are claiming as damages in this lawsuit.

5. Any and all medical, physician, hospital, or other health care records relating to any physical and/or mental injuries which you are claiming in this lawsuit.

6. Your personnel records or employment records from ERA One Source Realty.

7. Any statements from any person with relevant information concerning Plaintiff's claims against Defendants.

PHILIP GODLEWSKI,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF LACKAWANNA COUNTY
	:	
v.	:	CIVIL DIVISION
	:	
CHRIS KELLY, TIMES SHAMROCK	:	JURY TRIAL DEMANDED
COMMUNICATIONS, THE SCRANTON	:	
TIMES-TRIBUNE, LARRY HOLEVA	:	
Defendants.	:	No.: 2021-CV-2195

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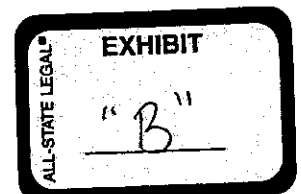
**PLAINTIFF'S RESPONSE TO DEFENDANT'S FIRST SET OF
REQUESTS FOR PRODUCTION OF DOCUMENTS**

Plaintiff, by and through the undersigned counsel, hereby responds to Defendant's First Request for Production of Documents as follows:

RESPONSES

General Objections

1. Plaintiff generally objects to Defendant's Requests for Production to the extent they are ambiguous, vague, over-broad, and/or unduly burdensome.
2. Plaintiff generally objects to Defendant's Requests for Production to the extent they improperly seek information protected by the attorney-client privilege and/or the attorney work-product doctrine.
3. Plaintiff generally objects to Defendant's Requests for Production to the extent they improperly seek information that is not relevant to any of the issues in this dispute and/or are not reasonably calculated to lead to the discovery of admissible evidence.
4. Plaintiff generally objects to Defendant's Requests for Production as discovery has not yet closed and this matter has not yet been prepared for trial.
5. Accordingly, these Answers are made without prejudice to Plaintiff's right to amend the answers set forth herein and/or to present additional information that is hereafter obtained or evaluated.
6. Plaintiff generally objects to Defendant's Requests for Production to the extent they cause unreasonable annoyance, embarrassment, oppression, burden, and/or expense.
7. Plaintiff generally objects to each of the Requests included in Defendant's Requests for Production to the extent that their scope exceeds the scope of discovery permitted by the Federal Rules of Civil Procedure.



8. Plaintiff generally objects to Defendant's Requests for Production to the extent that formulating full and complete Answers would require Plaintiff to review Documents not presently in his possession, custody, or control.

9. Plaintiff generally objects to Defendant's Requests for Production to the extent they imply that information is to be provided by more than one person. These Answers have been made to the best of Plaintiff's knowledge, with the assistance of counsel. These answers do not represent the knowledge of any person other than Plaintiff.

10. Plaintiff responds to Defendant's Requests for Production subject to and without waiver of all of the foregoing General Objections. Plaintiff has made reasonable efforts to respond to the Requests for Production as Plaintiff understands and interprets them. If Defendant subsequently seeks any information not yet identified, Plaintiff reserves the right to supplement these Answers. Further, Plaintiff specifically reserves the right to supplement these Answers based upon information which is discovered in the process of preparing for hearings or trial and information not yet obtained.

Specific Objections and Responses

Without waiver of the foregoing general objections, Plaintiff responds as follows to Defendant's First Request for Production of Documents:

DOCUMENTS REQUESTED

1. Produce all Documents related to your claim that the February 14, 2021, article identified in the Complaint contained false and defamatory statements.

This Document Request is objected to because it is vague, overbroad, burdensome, and requires the Plaintiff to make legal conclusions. By way of further answer, and in no way in derogation of the foregoing, the Defendant is referred to the Complaint and its detailed analysis of the false and defamatory statements.

2. If you are making a claim for lost wages or diminished wage-earning capacity, please produce your federal income tax returns for the five years prior to the article published on February 14, 2021, and all subsequent years up through the time of trial.

These will be provided.

3. If you are making a claim for lost wages or diminished wage-earning capacity, please produce copies of any and all income tax returns filed by or on behalf of any business or company in which you had an ownership interest for the five years prior to the article published on February 14, 2021, and all subsequent years up through the time of trial.

See answer to 2 above.

4. Any and all physician, hospital, medication, and/or other health care/medical bills and receipts which you are claiming as damages in this lawsuit.

Plaintiff does not have his medical records. He will, however, pursuant to a confidentiality agreement, sign a release and make them available to the Defendant

5. Any and all medical, physician, hospital, or other health care records relating to any physical and/or mental injuries which you are claiming in this lawsuit.

See Answer to 4 above

6. Your personnel records or employment records from ERA One Source Realty.

Plaintiff is not in possession of these personal/ employment records and does not know if they exist.

7. Any statements from any person with relevant information concerning Plaintiff's claims against Defendant.

This Document Request is objected to because it is vague, overbroad, burdensome.

8. Any Documents evidencing harm to your reputation, lost earnings, diminished earning capacity, embarrassment, and/or humiliation caused by the article reference in the Complaint.

Plaintiff is in the process of collecting them. There are literally hundreds of messages, screenshots, online comments, hate emails, hate mail, and other documents



(e) Kolman@KolmanLaw.com • (t) 215-750-3134 • (f) 215-750-3138

KOLMANLAW.COM

December 9, 2021

EMAILED: timhinton@haggertylaw.net

J. Timothy Hinton, Jr., Esquire
Haggerty Hinton & Cosgrove
1401 Monroe Ave., Suite 2
Dunmore, PA 18509

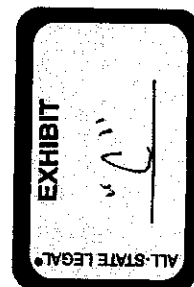
**RE: Philip Godlewski v. Chris Kelly, Times Shamrock Communications, The
Scranton Times-Tribune, Larry Holeva
Court of Common Pleas, Lackawanna County No. 2021-CV-2195**

Dear Tim:

Please find my client's supplemental responses to your deficiency letter. I apologize for the delay in getting this to you but I acquired certain documents from Phil which he sent me yesterday. These are attached. Should you have any further questions or issues, kindly contact me.

Plaintiff's Supplemental Responses to Defendant's Discovery Requests

1. You have requested documents that do not exist. You are requesting the Plaintiff to produce documents which prove that the article is false and defamatory. The Plaintiff was not in any way involved in the January 6, 2021, assault on the capital. He did not write a blog, article, podcast or broadcast any reference to the assault. There is nothing whatsoever to connect him with the assault. Obviously therefore, no documents are available. As for the 'sexual relations' or 'intercourse' or 'sexual and illegal intimacy', there are no documents because it never happened. The only document is what he pled to. You should know that a very detailed search was



conducted by the police when Godlewski was first accused and charged. It involved a search of his home and all of the properties which she had sold and/or to which she might have had access with the victim. His phone and that of his wife was forensically examined. Search warrants were issued shotgun style. They picked up nothing. The investigation took a year. At the preliminary hearing, the DA had no evidence but refused to drop the charges. One year on, there was also no evidence. The DA still refused to drop the felonies and said that they would keep the investigation going for another year. During the prior year, Phil had been suspended by the Real Estate Association and could not sell houses. He was almost bankrupt. When the DA realized that he was going to go to trial, and win, because there was no evidence, the DA threatened to continue the investigation for another year, knowing the damage that the prior year had wrought. Phil's income had declined from \$8000 a month to \$2000 a month. On the advice of his grandfather, in order to be able to make a living, Phil agreed to a plea of corruption of minors. This was done because he could not continue to suffer the economic pressure. It was not done because he was guilty in any way. This is what he will testify to. I hope this explanation gives you some background you did not previously have. It also onto some of the other deficiencies you have raised.

2. Phil was in Las Vegas when I spoke to him, at the conference, he has promised to send me those tax returns but was not able to get immediate hold of them. I will follow up and get them to you.
4. I have enclosed a confidential release document and apologize for the delay in this matter.
6. There is an email discharging Phil which, once again, he has in his possession and again, I will follow up with him on this issue. There are no problems releasing his employment records.

9. - 12. Phil does not have any witness statements. We have not gathered any and he has not independently solicited any, neither have any been sent to him. Phil does not have any notes, diary or recordings leading up to the article which are relevant. He does have recordings in which absolutely nothing is said regarding the January 6, 2021, assault on the Capitol. As stated, had there is nothing that Phil has ever broadcast either for or against, the events of January 6, 2021. Neither has he fielded any calls regarding this matter.

21. I think this has been addressed. We have no documents to prove a negative. His deposition will bear out the veracity of these answers.

Interrogatories

1f. He attended two years of college before going into real estate. He was at Regent University pursuing a master in the arts of law and alternative dispute resolution online. From 2019 to 2020 he took a course 'Mastery of Negotiation' at the Harvard business School.

2. The Plaintiff is making a wage loss claim. He lost his job with ERA and has not sold any properties since that time. In addition, his followers were reduced by thousands. I need to get a handle on precisely what this number is but with respect to his followers, that is not an easy prospect. I will get more information from you. I believe his recent tax returns should accurately reflect the loss.

9. Plaintiff has followers on you to, Facebook, telegram rumble, D Live and channel. The exact number of followers is determined by these sites and we will get that information for you. Obviously, it has changed over time but it is tens of thousands.

11. We don't have this figure at present and shall determine, if possible, to provide it.

14. There is some merchandise sold by Phil under license. We should be able to get that figure to you. We do not have it right now.

15. These numbers are ascertainable. They are counted. So Phil's assertion is true and we will get the information to back it up.

16. The victim was a minor at the time and entitled to anonymity. There's nothing in the law which says her identity can be exposed when she reaches eighteen. Therefore, there is no law permitting a minor victim to have his or her identity revealed simply because he or she has reached maturity. Further, a victim of sexual abuse and/or rape is entitled to continued immunity. We stand by our position. If you believe it is wrong, we will file a motion and we will let the judge decide. We believe exposing her identity is a violation of law.

19-20 Dori left February 17, 2021 right after the article was published.

24. Plaintiff has this document and will provide it.

27. The details are these. Plaintiff's best childhood friend Joe was dating the victim. He was twenty-one. She was sixteen. They were having a sexual relationship. Plaintiff did not know this at the time but apparently, there was a threat to expose Joe. As a result, he committed suicide. The relationship between Plaintiff and the victim was only with respect to discussions regarding Joe and his suicide. This is possibly why the Victim pleaded the Fifth Amendment when asked any questions regarding this case. Plaintiff was 25 and all of this happened

30. In short, Phil's family life became nonexistent. His wife left him, taking with her the minor children who he has not seen since February. He has spent a great deal of money in divorce court in order to get just some visitation. The pain comes not simply from not seeing his children but from his wife leaving him, despite his innocence.

36. \$33,600.

37. Yes.

38. Plaintiff cannot provide a complete list. A sample of the individuals who now have an unfavorable view of his reputation, were provided by your client. However, the

Plaintiff intends to do some statistical research, to find out how extensive this is. This is not been undertaken as yet. Further, Plaintiff believes that, in his industry, selling real estate, his reputation has been significantly harmed. Once again, Plaintiff intends to research this issue more carefully. In short, plaintiff does not have a complete answer to this point.

39. See answer to 38.

40. Obviously ERA is no longer doing business with the Plaintiff.

41. See answer to 38.

43(f) Plaintiff is seeking counseling because of the emotional injury. There are no physical damages. Plaintiff has had medication prescribed for the adverse effect of the article.

Sincerely,

KOLMAN LAW, P.C.

/s/ Timothy M. Kolman

Timothy M. Kolman, Esquire

BUGAJ / FISCHER
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
P.O. Box 390
MAPLE LEAF GARDENS
308 NINTH STREET HONESDALE, PA 18431
(570) 253-3021 FAX (570) 253-9484
INFO@BUGAJ-FISCHER-LAW.COM

Ronald M. Bugaj '75

Ronnie Bugaj Fischer '03

December 7, 2021

SENT VIA EMAIL

PHILIP GODLEWSKI
115 HUCKLEBERRY LANE
DURYEA, PA 18642

RE: Godlewski – Godlewski vs. – Custody
Luzerne County | Docket No. 2177 - 2021

Dear Phil:

Enclosed please find a copy of a Motion for Transcript filed by Attorney Timothy Hinton for the hearing on custody that was held on September 14, 2021. As you can see, Attorney Hinton has nothing to do with the custody case but is trying to gather information against you in your lawsuit against the Scranton Times.

You should notify your lawyer in that case as he may need to register an opposition to this Motion.

Please take immediate action on this matter.

Sincerely,

Ronald M. Bugaj

RMB/ry
Encl.

Date: 11.24-21

Signature: J. Timothy Antle Jr

(insert proper case caption here)

Godlewski

v.

Godlewski

IN THE COURT OF COMMON PLEAS
OF LUZERNE COUNTY

CIVIL OR JUVENILE DIVISION
(circle one)

02177 of 20 21
(insert case number)

ORDER

AND NOW, this _____ day of _____, 20____, upon
consideration of the Motion for Transcript in the above-captioned matter, IT IS HEREBY
ORDERED as follows:

BY THE COURT:

J.



Request for Transcript or Copy

Luzerne County

Pursuant to Pa.R.J.A. 4007(A), this form must be completed by a person requesting a transcript for any court proceeding. Additional requirements may be found in the local rules of court for each judicial district. Local rules may be found by following the appropriate link at: <http://www.pacourts.us/courts/courts-of-common-pleas/>.

If the cost of the transcript presents an economic hardship, there are reduced rates available to those who qualify. See Pa.R.J.A. 4007(E). Copies of this request must be served in accordance with Pa.R.J.A. 4007(B). A deposit determined by local rule may be required.

PROTHONOTARY LUZERNE COUNTY
FILED NOV 24 21 PM 1:24

I. Case Information

Case Caption Dorothea Gobbewski v. Philip Goblewski

Presiding Judge Master Sharon Butzel

Date(s) of Proceeding Sept. 14, 2021

Court Reporter Name (if available) unknown

Docket Number 2021-02177

Type of Proceeding (check the appropriate box): Criminal Civil Family Orphans' Court Juvenile

Other (please specify): _____

II. Requestor Information

Name of Requestor / Attorney ID Number (if applicable) Transcript of ^{custody} hearing on 9/14/21
J. Timothy Hinton, Jr. ID 61981

I am Counsel for _____ Self-Represented Not a party to this action

Agency / Firm: Haggerty Hinton & Cosgrove LLP Court Represented: Yes No

Street Address: 1401 Monroe Ave., Suite City: Dunmore State: PA Zip: 18509

Email: timhinton@haggertylaw.net Telephone: 570-344-9845

Does this request qualify for a reduced rate pursuant to Pa.R.J.A. 4007(E)? Yes No
If Yes, please provide proof of authorization for a reduced rate or an affidavit required by Pa.R.J.A. 4008(B)(4) requesting a waiver of all or a portion of the costs.

III. Transcript Items Requested

Entire proceeding Jury Voir Dire Opening statements Closing arguments Jury Instructions

Testimony (specify each witness): _____

Pre/Post trial hearing (specify): _____

Other (specify): _____

Request for Transcript or Copy, AOPC - 6.29.18 1

IV. Transcript Delivery and Cost

For the original transcript request, please select from the following:

Delivery Time:	Ordinary <input checked="" type="checkbox"/>	Expedited <input type="checkbox"/>	Daily <input type="checkbox"/>	Same Day <input type="checkbox"/>	
Original Transcript:	\$2.50	\$3.50	\$4.50	\$6.50	(cost per page)
Copy for Requestor : <input type="checkbox"/> Yes <input type="checkbox"/> No	+\$0.50	+\$0.75	+\$1.00	+\$1.25	(cost per page)

Note: Expedited, Daily, and Same Day Requests are only available where provided by the judicial district or court reporter. Costs payable by requestor shall not exceed the rates prescribed in Pa.R.J.A. 4008(A)(1) and (D)(1).

Requesting Governmental Agency Rate (if applicable): Yes No

Manner of Delivery: Electronic (PDF) Format Hard copy (add \$0.25 per page to page rates)

Other (if offered, extra charges may apply): Complex Litigation Real Time Feed

Special Requests (if offered): Minuscrit/Condensed ASCII Include Word Index Other

If Other, please specify: _____

Are you requesting a photocopy of an existing transcript? Yes No (For photocopy rates, please see Pa.R.J.A 4008(D))

Requestor's Signature: J. Timothy Hunter Jr.

Date: 11-24-21

Note: The first requestor of a transcript is obligated to pay for the original transcript, which is filed with the court, plus the copy rate if the requestor desires a personal copy (subject to any cost sharing with additional parties).

(insert proper case caption here)

Godlewski
v.
Godlewski

: IN THE COURT OF COMMON PLEAS
: OF LUZERNE COUNTY

: CIVIL OR JUVENILE DIVISION
: (circle one)

: 02177 of 2021
: (insert case number)

PROTHONOTARY LUZERNE COUNTY
FILED NOV 24 2 11 PM '21

MOTION FOR TRANSCRIPT

TO THE HONORABLE JUDGES OF SAID COURT:

Now comes, J. Timothy Hinton Jr. (Petitioner's name), and files this Motion for Transcripts in the above-captioned matter and respectfully represents as follows:

1. J. Timothy Hinton Jr. (Petitioner's name) is an individual residing at 573 Wedge Dr., Dickson City PA 18519 (full address).
2. On _____ (date), this petitioner was involved in a _____ (type of court proceeding) before The Honorable _____ (Judge/Hearing Officer name).
3. On November 24, 2021 (date), this Petitioner filed a Request for Transcript or Copy form pursuant to Pa.R.J.A. 4007(A). Please attach form as Exhibit "A."
4. The cost of transcript has has (circle one) been paid by Petitioner.

5. Petitioner avers that the transcript is necessary for the following reason:

To examine Defendant's
testimony in this case since it
is reportedly relevant to Philip
Godlewski's pending civil lawsuit against

WHEREFORE, J. Timothy Hinton (Petitioner's name) ^{of the Scranton Times} respectfully requests
Mr.
this Honorable Court grant him or her release of the transcript in the above-captioned matter.

Respectfully submitted,

J. Timothy Hinton
(Petitioner's signature)

VERIFICATION

I, J. Timothy Hinton JR (Petitioner's name), verify that the statements
made herein are true and correct to the best of my knowledge, and are made subject to the
penalties of 18 Pa. C.S.A §4904 relating to unsworn falsification to authorities.

Date: 6-24-21 Signature: J. T. Hinton JR

EXHIBIT "A"

PROTHONOTARY LUZERNE COUNTY
FILED NO 2421 PW 1:24

(insert proper case caption here)

Godlewski
v.
Godlewski

: IN THE COURT OF COMMON PLEAS
: OF LUZERNE COUNTY

: CIVIL OR JUVENILE DIVISION
: (circle one)

: 02177 of 2021
: (insert case number)

CERTIFICATE OF SERVICE

I, J. Timothy Hinton Jr. (Petitioner name) hereby certify that the foregoing Motion for Transcript was served upon the parties and at the address listed in the manner listed below: (must serve all parties)

Service by: U.S. Mail (hand-delivery or U.S. Mail)

The Honorable Master Shara Bitzel (Judge/Hearing Officer name)
_____ (address)

Philip Godlewski (name of opposing party)
110 Ronald Bugaj, Esq. (address)
308 Ninth St.
P.O. Box 370
Honesdale, PA 18431

Dorothy Godlewski (name of opposing party)
110 John R. Williams, Esq. (address)
700 Vine St.
Scranton, PA 18510

_____ (name of opposing party)
_____ (address)

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Court* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: J. Timothy Hinton, Jr.

Signature: J. Timothy Hinton, Jr.

Name: J. Timothy Hinton, Jr.

Attorney No. (if applicable): 61981

INDEPENDENT CONTRACTOR TERMINATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is made by and between Phil Godlewski, ("Contractor") and One Source Realty, Inc. d/b/a ERA One Source Realty, (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party").

RECITALS

WHEREAS, Contractor was engaged as an independent contractor with Company; A copy of said agreement and addendum are attached hereto and marked as Exhibit "A".

WHEREAS, Contractor entered into an Independent Contractor Agreement with the Company on August 24, 2019 (the "Independent Contractor Agreement");

WHEREAS, the Parties desire to engage in a mutual release and termination of the Independent Contractor Agreement and associated services, effective February 18, 2021;

NOW, THEREFORE, in consideration of the mutual promises made herein, the Company and Contractor hereby agree as follows:

COVENANTS

1. Receipt of All Payments. Contractor acknowledges and represents that the Company has paid or provided all payment, fees, reimbursable expenses, and any and all other compensation due to Contractor.
2. Release of Claims. Contractor agrees that the within agreement represents settlement in full of all outstanding obligations owed to Contractor by the Company and its current and former officers, directors, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries, and predecessor and successor corporations and assigns (collectively, the "Releasees"). Contractor, on his own behalf and on behalf of his respective heirs, family members, executors, agents, and assigns, hereby and forever releases the Releasees from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Contractor may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement, including, without limitation:
 - a. any and all claims relating to or arising from Contractor's relationship with the Company and the termination of that relationship;
 - b. any and all claims for wrongful discharge of employment; unemployment compensation; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional

interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

c. any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Contractor Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the Sarbanes-Oxley Act of 2002; the Immigration Control and Reform Act;

d. any and all claims for violation of the federal or any state constitution;

e. any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

f. any claim for any loss, cost, damage, or expense arising out of any dispute over the nonwithholding or other tax treatment of any of the proceeds received by Contractor as a result of this Agreement; and

g. any and all claims for attorneys' fees and costs.

Contractor agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. CONTRACTOR FURTHER AGREES TO WAIVE ANY RIGHT TO RECOVER LIQUIDATED DAMAGES, PUNITIVE DAMAGES, COMPENSATORY DAMAGES, AND ATTORNEYS' FEES IN ANY SUIT, COMPLAINT, CHARGE, OR OTHER PROCEEDING FILED BY CONTRACTOR OR ANYONE ELSE ON CONTRACTOR'S BEHALF.

In exchange for Contractor's releases, the Company, on its own behalf and on behalf of its current and former officers, directors, investors, affiliates, divisions, and subsidiaries, and predecessor and successor corporations and assigns (collectively, the "Company Releasees"), hereby and forever releases Contractor and Consultant from, and agrees not to sue concerning, or in any manner to institute, prosecute, or pursue, any claim, complaint, charge, duty, obligation, demand, or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that the Company Releasees may possess against Contractor arising from any omissions, acts, facts, or damages that have occurred up until and including the Effective Date of this Agreement.

3. No Pending Claims or Assignments. Contractor represents and warrants that there are no claims, charges, lawsuits, or any similar matters of any kind filed by him or on his behalf or for his benefit currently pending against the Company or the Releasees, or any of them, in any forum whatsoever, including, without limitation, in any state or federal court, or before any before any federal, state, or local administrative agency, board or governing body. Contractor also represents and warrants that there has been no assignment or other transfer of any interest in any claim he may have against the Company or any Releasee, and Contractor agrees to indemnify and hold them and each of them, harmless from any liability, claims,

demands, damages, costs, expenses, and attorneys' fees incurred by them or any of them, as a result of any person asserting any such assignment or transfer.

4. **No Pending or Future Lawsuits.** Contractor represents that he has no lawsuits, claims, or actions pending in his name, or on behalf of any other person or entity, against the Company or any of the other Releasees. Contractor also represents that he does not intend to bring any claims on his own behalf or on behalf of any other person or entity against the Company or any of the other Releasees. The Company represents that it has no lawsuits, claims, or actions pending in its name, or on behalf of any other person or entity, against Contractor or Consultant. The Company also represents that it does not intend to bring any claims on its own behalf or on behalf of any other person or entity against Contractor or Consultant.

5. **Waiver of Non-Compete.** Company hereby waives and releases Contractor from compliance with the Covenant not to Compete. It is understood that Contractor is free to practice real estate as he chooses.

6. **Survival of Non-Solicitation.** The parties agree that the non-solicitation covenant present in the independent contractor agreement shall survive the mutual release of said agreement. Specifically, for a period of twelve (12) months Associate will not directly or indirectly solicit business from or attempt to provide services as are now provided to any customer or client of ERA One Source Realty, nor shall Associate use ERA One Source Realty's existing client base and/or confidential information to solicit business from existing clients or attempt to transfer that business to any competing entity. Further, for a period of three (3) years after termination or expiration of this Agreement, Associate shall not directly or indirectly solicit, induce or attempt to induce any employee or other Associate of ERA One Source Realty to terminate his or her employment and/or independent contractor relationship with ERA One Source Realty.

7. **Proprietary Information and Files.** All files and documents pertaining to listings, leads, and transactions are the property of the Company shall be delivered to Company by Contractor immediately upon execution of this Agreement.

8. **Confidentiality.** Contractor agrees to maintain in complete confidence the existence of this Agreement, the contents and terms of this Agreement, (hereinafter collectively referred to as "Separation Information"). Contractor agrees that he will not publicize, directly or indirectly, any Separation Information. Contractor acknowledges and agrees that the confidentiality of the Separation Information is of the essence. The Parties agree that if the Company proves that Contractor breached this Confidentiality provision, the Company shall be entitled to an award of its costs spent enforcing this provision, including all reasonable attorneys' fees associated with the enforcement action, without regard to whether the Company can establish actual damages from Contractor's breach. Any such individual breach or disclosure shall not excuse Contractor from his obligations hereunder, nor permit him to make additional disclosures. Contractor warrants that he has not disclosed, orally or in writing, directly or indirectly, any of the Separation Information to any unauthorized party.

9. **Trade Secrets and Confidential Information/Company Property.** Contractor reaffirms and agrees to observe and abide by the terms of the confidentiality provisions contained in the Independent Contractor Agreement, specifically including the provisions therein regarding

nondisclosure of the Company's trade secrets and confidential and proprietary information. Contractor agrees that he will not disclose the Company's trade secrets and confidential and proprietary information. Contractor's signature below constitutes his certification under penalty of perjury that he has returned all documents and other items provided to Contractor by the Company, developed or obtained by Contractor in connection with his employment with the Company, or otherwise belonging to the Company.

10. **Mutual Nondisparagement.** Contractor agrees to refrain from any disparagement, defamation, libel, or slander of any of the Releasees, and agrees to refrain from any tortious interference with the contracts and relationships of any of the Releasees. The Company agrees to refrain from any disparaging statements about Contractor or Consultant.

11. **Costs.** The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with the preparation of this Agreement.

12. **Indemnification.** Contractor agrees to indemnify and hold harmless the Company from and against any and all loss, costs, damages, or expenses, including, without limitation, attorneys' fees or expenses incurred by the Company arising out of the breach of this Agreement by Contractor, or from any false representation made herein by Contractor, or from any action or proceeding that may be commenced, prosecuted, or threatened by Contractor or for Contractor's benefit, upon Contractor's initiative, direct or indirect, contrary to the provisions of this Agreement. Contractor further agrees that in any such action or proceeding, this Agreement may be pled by the Company as a complete defense, or may be asserted by way of counterclaim or cross-claim.

13. **Authority.** The Company represents and warrants that the undersigned has the authority to act on behalf of the Company and to bind the Company and all who may claim through it to the terms and conditions of this Agreement. Contractor represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind them to the terms and conditions of this Agreement. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein.

14. **No Representations.** Contractor represents that he has had an opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. Contractor has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement.

15. **Severability.** In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

16. **Attorneys' Fees.** In the event that either Party brings an action to enforce or effect its rights under this Agreement, the prevailing Party shall be entitled to recover its costs and expenses, including the costs of mediation, arbitration, litigation, court fees, and reasonable attorneys' fees incurred in connection with such an action.

17. Entire Agreement. This Agreement represents the entire agreement and understanding between the Company and Contractor concerning the subject matter of this Agreement and Contractor's employment with and separation from the Company and the events leading thereto and associated therewith, and supersedes and replaces any and all prior agreements and understandings concerning the subject matter of this Agreement and Contractor's relationship with the Company.

18. No Oral Modification. This Agreement may only be amended in a writing signed by Contractor and the Company's Broker/Owner.

19. Governing Law; Arbitration. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Pennsylvania, without regard to its choice-of-laws or conflicts-of-law rules. All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the performance hereof, shall be submitted to, and determined by, arbitration if good faith negotiations among the parties hereto, if any, do not resolve such claim, dispute or other matter.

20. Counterparts. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

21. Voluntary Execution of Agreement. Contractor understands and agrees that he executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of his claims against the Company and any of the other Releasees. Contractor acknowledges that:

(a) he has read this Agreement;

(b) he has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of his own choice or has elected not to retain legal counsel;

(c) he understands the terms and consequences of this Agreement and of the releases it contains; and

(d) he is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Sunita Arora
Broker/Owner One Source Realty Inc. d/b/a ERA One Source Realty

Phil Godlewski

PHILIP GODLEWSKI,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF LACKAWANNA COUNTY
	:	
v.	:	CIVIL DIVISION
	:	
CHRIS KELLY, TIMES SHAMROCK	:	JURY TRIAL DEMANDED
COMMUNICATIONS, THE SCRANTON	:	
TIMES-TRIBUNE, LARRY HOLEVA	:	
Defendants.	:	No.: 2021-CV-2195

DEFENDANTS' REQUEST FOR PRODUCTION OF DOCUMENTS (SET II)
PROPOUNDED UPON PLAINTIFF

TO: Philip Godlewski

Defendants, Chris Kelly, Times Shamrock Communications, The Scranton Times-Tribune and Larry Holeva (hereinafter referred to as "Defendants"), by and through their counsel, Haggerty Hinton & Cosgrove LLP, by their undersigned counsel, hereby propounds the following request for production of documents and tangible things pursuant to Rule 4009.1 et seq. of the Pennsylvania Rules of Civil Procedure.

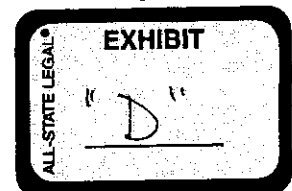
The documents and tangible things requested herein must be produced at the law offices of Haggerty Hinton & Cosgrove LLP, within thirty days.

Each of the following requests is intended as a separate request. Where a request has subparts, please respond to each subpart separately and in full. Do not limit any response to the numbered requests as a whole.

If you have any objection to any request, please state your objection fully and set forth the factual basis for your objection in lieu of production of documents. You must file and serve a written response to these requests upon you, regardless of the time set for production of the documents and things requested herein. You are reminded that any objections not raised within the thirty-day time period provided for by Pa.R.C.P. 4009.12 will be deemed to have been waived by you.

These requests are not only for documents and tangible things that are owned by you, but also for documents and tangible things that are in your possession, custody, or control. This means that you must produce all documents and tangible things that are responsive to a particular request and that are in your possession (regardless of whether they are your property), or over which you have control even if they are not in your possession. It also means you must produce documents and tangible things that are in the possession, custody, or control of your agents, employees, and/or attorneys.

Before responding to these requests, you are required to make a diligent search of your files and records to ascertain whether you have documents that would be responsive to a given request. Your agents, employees, and attorneys must do the same.



DEFINITIONS

1. "Defendants" mean Defendants, Chris Kelly, Times Shamrock Communications, The Scranton Times-Tribune and Larry Holeva, its agents and representatives, including, without limitation, its attorneys, and all other persons acting or purporting to act on its behalf.

2. "Plaintiff" means Philip Godlewski.

3. "You" means the Plaintiff.

4. "Complaint" refers to the Complaint filed by Plaintiff in Pennsylvania, Action No: 2021-CV-2195 in the Court of Common Pleas of Lackawanna County.

5. As used herein the terms "document" and "documents" mean any and all tangible things and documents, whether handwritten, typed, printed, e-mailed, taped, filmed, photostatted, copied or reproduced in any way, including but not limited to:

- (i) external communications or interoffice communications, letters, telefaxes, telexes, e-mails, cables, telegrams, wires and memoranda;
- (ii) reports, summaries, drafts, studies, minutes, notes, agendas and transcripts;
- (iii) drawings and charts;
- (iv) tape recordings and other reproductions of sound or voices;
- (v) photographs, films, videotapes, computer generated documents, recordings, e-mail, cassettes, recordings, microfiche. and other reproductions;
- (vi) contracts, agreements and other official documents and legal instruments;
- (vii) published material of any kind;
- (viii) travel reports and vouchers;
- (ix) ledgers, bills, orders, books, records, invoices, checks, receipts, confirmations, estimates, claims and files;
- (x) notebooks, calendars, appointment books, diaries, scrapbooks, schedules and handwritten or other notes;
- (xi) working papers, sketches, drawings, pictures, plans, instructions, charts, papers, graphs, indices, catalogs, tabulations, data sheets or data processing cards; and
- (xii) books, bills, pamphlets, periodicals and published material of any kind.

"Document(s)" shall also include any draft or version of a document and all copies which are not identical to the original; all modifications or additions to any document, whether or not such copies or drafts are specifically mentioned in particular requests; and any material recorded on verbal, graphic, computer, electronic, telecommunicative, or magnetic form, and any other form capable of being read, heard or otherwise understood.

6. The term "concerning" means relating to, referring to, describing, evidencing or constituting.

7. The singular shall include the plural and the plural shall include the singular.

8. The words "and" and "or" shall be construed conjunctively to mean "and/or" and the word "any" shall be construed to mean "any and all" where the effect of such construction is to broaden the scope of the document request in question.

9. In no instance shall the term "including" be construed to limit the scope of any document request.

10. The term "person(s)" includes all-natural persons, entities, individuals, partnerships, joint ventures, unincorporated associations, corporations, firms, associations (whether formerly organized or ad hoc), state, local and federal governments and subdivisions, and instrumentalities and agencies thereof.

11. "Statement" refers to a written statement or otherwise adopted or approved by the person making it, or a stenographic, mechanical, electrical or other recording, or a transcription thereof, which is a substantially verbatim recital of an oral statement by the person making it a contemporaneously recorded.

INSTRUCTIONS

1. In responding to these document requests, furnish all documents available to plaintiff, including those in the possession of any of the plaintiffs' agents and attorneys and not merely such documents as plaintiff may have within their immediate control. For each document produced, indicate each numbered document request or part thereof which calls for its production. If plaintiff is unable to respond in full to any particular document request after exercising due diligence to obtain all the documents requested, so state; furnish the documents that are available; and indicate in writing Plaintiff's inability to provide the rest of the documents that are responsive to the request, setting forth whatever information, knowledge or belief plaintiff have concerning the unavailable documents.

2. With respect to each document withheld from production based on a privilege, immunity or other protections:

(i) describe each such document, setting forth (a) its type (e.g., letter or memorandum); (b) general subject matter; (c) date; (d) page length (if a text document); (e) author(s); (f) addressees; (g) any other recipient(s); and (h) the numbers of the requests to which the document would be responsive if produced; and

(ii) set forth the basis for the claim of privilege or other immunity and the basis upon which Plaintiff refuses to produce it.

3. In the event that any document covered by this request has been lost, destroyed, or transferred to a third party over whom Plaintiff claims to lack control, identify:

- a. the document by author, date, recipient, context and subject matter;
- b. the date and circumstances surrounding the loss, destruction, or

transfer;

- c. the reason(s) for the loss, destruction, or transfer;
- d. the person responsible for the loss or destruction;
- e. the person(s) or entit(ies) to whom transferred;
- f. the document's present location; and
- g. the date and manner in which defendants can or may obtain each such document.

4. These document requests are continuing, and defendants shall produce in the form of supplementary document productions any document requested herein which is unavailable to plaintiff the time of its response hereto but which becomes available to it or to its agents or representatives up to the time of trial.

DOCUMENTS REQUESTED

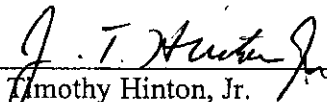
1. Produce all of Phil Godlewski's live videos streamed or uploaded to any social media outlet or platform including but not limited to: Youtube, DLive, Telegram, Rumble, etc., identifying each video by the date of the live.

2. The transcript from all hearings in Case No. 2021-02177.

3. The Criminal Complaint filed against Philip Godlewski in 2010. (If it is no longer in Plaintiff's possession, Defendants request that Plaintiff obtain it from Plaintiff's criminal defense attorney, Joseph R. D'Andrea, Esq.)

Date: October 26, 2021

Respectfully submitted:



J. Timothy Hinton, Jr.
Haggerty Hinton & Cosgrove LLP
PA I.D. No. 61981
1401 Monroe Ave., Suite 2
Dunmore, PA 18509
Attorneys for Defendants,
Chris Kelly, Times Shamrock
Communications, The Scranton Times-
Tribune and Larry Holeva

PHILIP GODLEWSKI,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF LACKAWANNA COUNTY
	:	
v.	:	CIVIL DIVISION
	:	
CHRIS KELLY, TIMES SHAMROCK	:	JURY TRIAL DEMANDED
COMMUNICATIONS, THE SCRANTON	:	
TIMES-TRIBUNE, LARRY HOLEVA	:	
Defendants.	:	No.: 2021-CV-2195

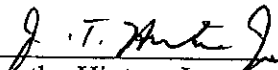
CERTIFICATE OF SERVICE

I, **J. Timothy Hinton, Jr., Esquire**, certify that on this 26th day of October 2021, I caused a true and correct copy of the foregoing Defendants' Request for Production of Documents (Set II) propounded upon Plaintiff to be served upon the following parties via United States Mail postage prepaid:

Timothy M. Kolman, Esq.
 414 Hulmeville Ave.
 Penndel, PA 19047
TKolman@kolmanlaw.com
Attorney for Plaintiff

Respectfully submitted:

Date: October 25, 2021



 J. Timothy Hinton, Jr.
Haggerty Hinton & Cosgrove LLP
 PA I.D. No. 61981
 1401 Monroe Ave., Suite 2
 Dunmore, PA 18509
 Attorneys for Defendants,
 Chris Kelly, Times Shamrock
 Communications, The Scranton Times-
 Tribune and Larry Holeva

PHILIP GODLEWSKI,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF LACKAWANNA COUNTY
	:	
v.	:	CIVIL DIVISION
	:	
CHRIS KELLY, TIMES SHAMROCK	:	JURY TRIAL DEMANDED
COMMUNICATIONS, THE SCRANTON	:	
TIMES-TRIBUNE, LARRY HOLEVA	:	
Defendants.	:	No.: 2021-CV-2195

.....
DEFENDANTS' REQUEST FOR PRODUCTION OF DOCUMENTS (SET III)
PROPOUNDED UPON PLAINTIFF

TO: Philip Godlewski

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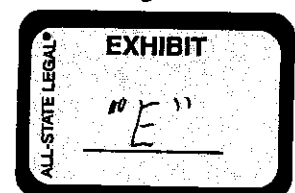
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If you have any objection to any request, please state your objection fully and set forth the factual basis for your objection in lieu of production of documents. You must file and serve a written response to these requests upon you, regardless of the time set for production of the documents and things requested herein. You are reminded that any objections not raised within the thirty-day time period provided for by Pa.R.C.P. 4009.12 will be deemed to have been waived by you.

These requests are not only for documents and tangible things that are owned by you, but also for documents and tangible things that are in your possession, custody, or control. This means that you must produce all documents and tangible things that are responsive to a particular request and that are in your possession (regardless of whether they are your property), or over which you have control even if they are not in your possession. It also means you must produce documents and tangible things that are in the possession, custody, or control of your agents, employees, and/or attorneys.

Before responding to these requests, you are required to make a diligent search of your files and records to ascertain whether you have documents that would be responsive to a given request. Your agents, employees, and attorneys must do the same.



DEFINITIONS

1. "Defendants" mean Defendants, Chris Kelly, Times Shamrock Communications, The Scranton Times-Tribune and Larry Holeva, its agents and representatives, including, without limitation, its attorneys, and all other persons acting or purporting to act on its behalf.

2. "Plaintiff" means Philip Godlewski.

3. "You" means the Plaintiff.

4. "Complaint" refers to the Complaint filed by Plaintiff in Pennsylvania, Action No: 2021-CV-2195 in the Court of Common Pleas of Lackawanna County.

5. As used herein the terms "document" and "documents" mean any and all tangible things and documents, whether handwritten, typed, printed, e-mailed, taped, filmed, photostatted, copied or reproduced in any way, including but not limited to:

- (i) external communications or interoffice communications, letters, telefaxes, telexes, e-mails, cables, telegrams, wires and memoranda;
- (ii) reports, summaries, drafts, studies, minutes, notes, agendas and transcripts;
- (iii) drawings and charts;
- (iv) tape recordings and other reproductions of sound or voices;
- (v) photographs, films, videotapes, computer generated documents, recordings, e-mail, cassettes, recordings, microfiche, and other reproductions;
- (vi) contracts, agreements and other official documents and legal instruments;
- (vii) published material of any kind;
- (viii) travel reports and vouchers;
- (ix) ledgers, bills, orders, books, records, invoices, checks, receipts, confirmations, estimates, claims and files;
- (x) notebooks, calendars, appointment books, diaries, scrapbooks, schedules and handwritten or other notes;
- (xi) working papers, sketches, drawings, pictures, plans, instructions, charts, papers, graphs, indices, catalogs, tabulations, data sheets or data processing cards; and
- (xii) books, bills, pamphlets, periodicals and published material of any kind.

"Document(s)" shall also include any draft or version of a document and all copies which are not identical to the original; all modifications or additions to any document, whether or not such copies or drafts are specifically mentioned in particular requests; and any material recorded on verbal, graphic, computer, electronic, telecommunicative, or magnetic form, and any other form capable of being read, heard or otherwise understood.

6. The term "concerning" means relating to, referring to, describing, evidencing or constituting.

7. The singular shall include the plural and the plural shall include the singular.
8. The words "and" and "or" shall be construed conjunctively to mean "and/or" and the word "any" shall be construed to mean "any and all" where the effect of such construction is to broaden the scope of the document request in question.
9. In no instance shall the term "including" be construed to limit the scope of any document request.
10. The term "person(s)" includes all-natural persons, entities, individuals, partnerships, joint ventures, unincorporated associations, corporations, firms, associations (whether formerly organized or ad hoc), state, local and federal governments and subdivisions, and instrumentalities and agencies thereof.
11. "Statement" refers to a written statement or otherwise adopted or approved by the person making it, or a stenographic, mechanical, electrical or other recording, or a transcription thereof, which is a substantially verbatim recital of an oral statement by the person making it a contemporaneously recorded.

INSTRUCTIONS

1. In responding to these document requests, furnish all documents available to plaintiff, including those in the possession of any of the plaintiffs' agents and attorneys and not merely such documents as plaintiff may have within their immediate control. For each document produced, indicate each numbered document request or part thereof which calls for its production. If plaintiff is unable to respond in full to any particular document request after exercising due diligence to obtain all the documents requested, so state; furnish the documents that are available; and indicate in writing Plaintiff's inability to provide the rest of the documents that are responsive to the request, setting forth whatever information, knowledge or belief plaintiff have concerning the unavailable documents.
2. With respect to each document withheld from production based on a privilege, immunity or other protections:
 - (i) describe each such document, setting forth (a) its type (e.g., letter or memorandum); (b) general subject matter; (c) date; (d) page length (if a text document); (e) author(s); (f) addressees; (g) any other recipient(s); and (h) the numbers of the requests to which the document would be responsive if produced; and
 - (ii) set forth the basis for the claim of privilege or other immunity and the basis upon which Plaintiff refuses to produce it.
3. In the event that any document covered by this request has been lost, destroyed, or transferred to a third party over whom Plaintiff claims to lack control, identify:
 - a. the document by author, date, recipient, context and subject matter;
 - b. the date and circumstances surrounding the loss, destruction, or

transfer;

- c. the reason(s) for the loss, destruction, or transfer;
- d. the person responsible for the loss or destruction;
- e. the person(s) or entit(ies) to whom transferred;
- f. the document's present location; and
- g. the date and manner in which defendants can or may obtain each such document.

4. These document requests are continuing, and defendants shall produce in the form of supplementary document productions any document requested herein which is unavailable to plaintiff the time of its response hereto but which becomes available to it or to its agents or representatives up to the time of trial.

DOCUMENTS REQUESTED

1. Produce all of Phil Godlewski's live videos streamed or uploaded to any social media outlet or platform including but not limited to: Youtube, DLive, Telegram, Rumble, etc., identifying each video by the date of the live from January 1, 2020 to the present. (Plaintiff represented on DLive on or about August 21, 2021 that he saves and maintains every live he has ever done and stores them in his safe.)

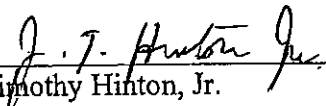
2. Produce any Diplomas, Certificates and/or transcripts from Harvard Business School concerning any programs or classes Phil Godlewski attended there.

3. Produce any Diplomas, Certificates and/or transcripts from Regent University School of Law concerning any programs or classes Phil Godlewski attended there.

4. Produce any documents evidencing your purchase of any guns, rifles or any firearms in 2020 or 2021.

Date: 3-25-22

Respectfully submitted:



J. Timothy Hinton, Jr.
Haggerty Hinton & Cosgrove LLP
PA I.D. No. 61981
1401 Monroe Ave., Suite 2
Dunmore, PA 18509
Attorneys for Defendants,
Chris Kelly, Times Shamrock
Communications, The Scranton Times-
Tribune and Larry Holeva

PHILIP GODLEWSKI,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF LACKAWANNA COUNTY
	:	
v.	:	CIVIL DIVISION
	:	
CHRIS KELLY, TIMES SHAMROCK	:	JURY TRIAL DEMANDED
COMMUNICATIONS, THE SCRANTON	:	
TIMES-TRIBUNE, LARRY HOLEVA	:	
Defendants.	:	No.: 2021-CV-2195

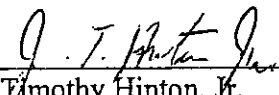
CERTIFICATE OF SERVICE

I, J. Timothy Hinton, Jr., Esquire, certify that on this 25th day of March 2022, I caused a true and correct copy of the foregoing Defendants' Request for Production of Documents (Set III) propounded upon Plaintiff to be served upon the following parties via United States Mail postage prepaid:

Timothy M. Kolman, Esq.
 414 Hulmeville Ave.
 Pennel, PA 19047
TKolman@kolmanlaw.com
Attorney for Plaintiff

Respectfully submitted:

Date: 3-25-22



 J. Timothy Hinton, Jr.
Haggerty Hinton & Cosgrove LLP
 PA I.D. No. 61981
 1401 Monroe Ave., Suite 2
 Dunmore, PA 18509
 Attorneys for Defendants,
 Chris Kelly, Times Shamrock
 Communications, The Scranton Times-
 Tribune and Larry Holeva

PHILIP GODLEWSKI,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF LACKAWANNA COUNTY
	:	
v.	:	CIVIL DIVISION
	:	
CHRIS KELLY, TIMES SHAMROCK	:	JURY TRIAL DEMANDED
COMMUNICATIONS, THE SCRANTON :		
TIMES-TRIBUNE, LARRY HOLEVA :		
Defendants.	:	No.: 2021-CV-2195

DEFENDANTS' REQUEST FOR PRODUCTION OF DOCUMENTS (SET IV)
PROPOUNDED UPON PLAINTIFF

TO: Philip Godlewski

Defendants, Chris Kelly, Times Shamrock Communications, The Scranton Times-Tribune and Larry Holeva (hereinafter referred to as "Defendants"), by and through their counsel, Haggerty Hinton & Cosgrove LLP, by their undersigned counsel, hereby propounds the following request for production of documents and tangible things pursuant to Rule 4009.1 et seq. of the Pennsylvania Rules of Civil Procedure.

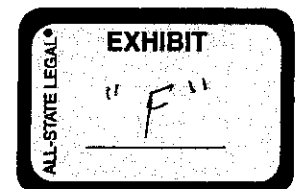
The documents and tangible things requested herein must be produced at the law offices of Haggerty Hinton & Cosgrove LLP, within thirty days.

Each of the following requests is intended as a separate request. Where a request has subparts, please respond to each subpart separately and in full. Do not limit any response to the numbered requests as a whole.

If you have any objection to any request, please state your objection fully and set forth the factual basis for your objection in lieu of production of documents. You must file and serve a written response to these requests upon you, regardless of the time set for production of the documents and things requested herein. You are reminded that any objections not raised within the thirty-day time period provided for by Pa.R.C.P. 4009.12 will be deemed to have been waived by you.

These requests are not only for documents and tangible things that are owned by you, but also for documents and tangible things that are in your possession, custody, or control. This means that you must produce all documents and tangible things that are responsive to a particular request and that are in your possession (regardless of whether they are your property), or over which you have control even if they are not in your possession. It also means you must produce documents and tangible things that are in the possession, custody, or control of your agents, employees, and/or attorneys.

Before responding to these requests, you are required to make a diligent search of your files and records to ascertain whether you have documents that would be responsive to a given request. Your agents, employees, and attorneys must do the same.



DEFINITIONS

1. "Defendants" mean Defendants, Chris Kelly, Times Shamrock Communications, The Scranton Times-Tribune and Larry Holeva, its agents and representatives, including, without limitation, its attorneys, and all other persons acting or purporting to act on its behalf.

2. "Plaintiff" means Philip Godlewski.

3. "You" means the Plaintiff.

4. "Complaint" refers to the Complaint filed by Plaintiff in Pennsylvania, Action No: 2021-CV-2195 in the Court of Common Pleas of Lackawanna County.

5. As used herein the terms "document" and "documents" mean any and all tangible things and documents, whether handwritten, typed, printed, e-mailed, taped, filmed, photostatted, copied or reproduced in any way, including but not limited to:

- (i) external communications or interoffice communications, letters, telefaxes, telexes, e-mails, cables, telegrams, wires and memoranda;
- (ii) reports, summaries, drafts, studies, minutes, notes, agendas and transcripts;
- (iii) drawings and charts;
- (iv) tape recordings and other reproductions of sound or voices;
- (v) photographs, films, videotapes, computer generated documents, recordings, e-mail, cassettes, recordings, microfiche. and other reproductions;
- (vi) contracts, agreements and other official documents and legal instruments;
- (vii) published material of any kind;
- (viii) travel reports and vouchers;
- (ix) ledgers, bills, orders, books, records, invoices, checks, receipts, confirmations, estimates, claims and files;
- (x) notebooks, calendars, appointment books, diaries, scrapbooks, schedules and handwritten or other notes;
- (xi) working papers, sketches, drawings, pictures, plans, instructions, charts, papers, graphs, indices, catalogs, tabulations, data sheets or data processing cards; and
- (xii) books, bills, pamphlets, periodicals and published material of any kind.

"Document(s)" shall also include any draft or version of a document and all copies which are not identical to the original; all modifications or additions to any document, whether or not such copies or drafts are specifically mentioned in particular requests; and any material recorded on verbal, graphic, computer, electronic, telecommunicative, or magnetic form, and any other form capable of being read, heard or otherwise understood.

6. The term "concerning" means relating to, referring to, describing, evidencing or constituting.

7. The singular shall include the plural and the plural shall include the singular.
8. The words "and" and "or" shall be construed conjunctively to mean "and/or" and the word "any" shall be construed to mean "any and all" where the effect of such construction is to broaden the scope of the document request in question.
9. In no instance shall the term "including" be construed to limit the scope of any document request.
10. The term "person(s)" includes all-natural persons, entities, individuals, partnerships, joint ventures, unincorporated associations, corporations, firms, associations (whether formerly organized or ad hoc), state, local and federal governments and subdivisions, and instrumentalities and agencies thereof.
11. "Statement" refers to a written statement or otherwise adopted or approved by the person making it, or a stenographic, mechanical, electrical or other recording, or a transcription thereof, which is a substantially verbatim recital of an oral statement by the person making it a contemporaneously recorded.

INSTRUCTIONS

1. In responding to these document requests, furnish all documents available to plaintiff, including those in the possession of any of the plaintiffs' agents and attorneys and not merely such documents as plaintiff may have within their immediate control. For each document produced, indicate each numbered document request or part thereof which calls for its production. If plaintiff is unable to respond in full to any particular document request after exercising due diligence to obtain all the documents requested, so state; furnish the documents that are available; and indicate in writing Plaintiff's inability to provide the rest of the documents that are responsive to the request, setting forth whatever information, knowledge or belief plaintiff have concerning the unavailable documents.
2. With respect to each document withheld from production based on a privilege, immunity or other protections:
 - (i) describe each such document, setting forth (a) its type (e.g., letter or memorandum); (b) general subject matter; (c) date; (d) page length (if a text document); (e) author(s); (f) addressees; (g) any other recipient(s); and (h) the numbers of the requests to which the document would be responsive if produced; and
 - (ii) set forth the basis for the claim of privilege or other immunity and the basis upon which Plaintiff refuses to produce it.
3. In the event that any document covered by this request has been lost, destroyed, or transferred to a third party over whom Plaintiff claims to lack control, identify:
 - a. the document by author, date, recipient, context and subject matter;
 - b. the date and circumstances surrounding the loss, destruction, or

transfer;

- c. the reason(s) for the loss, destruction, or transfer;
- d. the person responsible for the loss or destruction;
- e. the person(s) or entit(ies) to whom transferred;
- f. the document's present location; and
- g. the date and manner in which defendants can or may obtain each such document.

4. These document requests are continuing, and defendants shall produce in the form of supplementary document productions any document requested herein which is unavailable to plaintiff the time of its response hereto but which becomes available to it or to its agents or representatives up to the time of trial.

DOCUMENTS REQUESTED

1. Produce any Certificates, Diplomas and academic transcripts from any educational institutions including, but not limited to, Riverside High School, Duquesne University, The University of Scranton or Johnson College where Philip Godlewski attended school.

2. Produce the transcript from the hearing before Judge Geroulo on or about 1/12/10 in Case No. 2010-CR-2613.

3. Produce the transcript from hearing before Judge Geroulo on or about 7/11/2011 in Case No. 2010-CR-2613.

4. Produce the transcripts from any Preliminary Hearings in Case No. 2010-CR-2613.

5. Produce copies of any text messages and cell phone records for 570-780-4527, 570-561-8917 and 570-637-6050 for any and all months between 1/1/2008 and 12/31/2011.

6. Produce any text messages between Phil Godlewski and Thomas Nezlo between 1/1/2008 and 12/31/2010.

7. Produce any text message between Phil Godlewski and ~~XXXXXXXXXX~~ (Victim in 2010 charges) between 1/1/2008 through the present date.

8. Produce any records sent to or from the Pennsylvania Real Estate Commission regarding any licenses held by Philip Godlewski since January 1, 2018.

9. Produce any records showing the funds received by Philip Godlewski from the sale of his interests in The Agency, Valley Home Loans, Velocity Abstract, NEPA Real Estate Academy, or Subway.

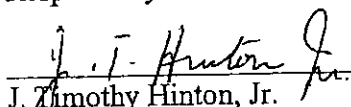
10. Produce any and all records from Dr. John Kuna.

11. Produce any and all records from Dr. Matthew Berger.

12. Produce any and all records from a private investigator hired by Phil Godlewski or his counsel concerning the criminal charges filed against Phil Godlewski in 2010.

Date: 6-23-22

Respectfully submitted:



J. Timothy Hinton, Jr.
Haggerty Hinton & Cosgrove LLP
PA I.D. No. 61981
1401 Monroe Ave., Suite 2
Dunmore, PA 18509
Attorneys for Defendants,
Chris Kelly, Times Shamrock
Communications, The Scranton Times-
Tribune and Larry Holeva

PHILIP GODLEWSKI,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF LACKAWANNA COUNTY
	:	
v.	:	CIVIL DIVISION
	:	
CHRIS KELLY, TIMES SHAMROCK	:	JURY TRIAL DEMANDED
COMMUNICATIONS, THE SCRANTON	:	
TIMES-TRIBUNE, LARRY HOLEVA	:	
Defendants.	:	No.: 2021-CV-2195

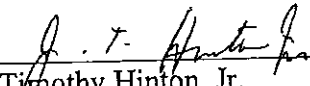
CERTIFICATE OF SERVICE

I, **J. Timothy Hinton, Jr., Esquire**, certify that on this 23 day of June 2022, I caused a true and correct copy of the foregoing Defendants' Request for Production of Documents (Set IV) propounded upon Plaintiff to be served upon the following parties via United States Mail postage prepaid:

Timothy M. Kolman, Esq.
 414 Hulmeville Ave.
 Penn del, PA 19047
TKolman@kolmanlaw.com
Attorney for Plaintiff

Respectfully submitted:

Date: 6.23.22



 J. Timothy Hinton, Jr.
Haggerty Hinton & Cosgrove LLP
 PA I.D. No. 61981
 1401 Monroe Ave., Suite 2
 Dunmore, PA 18509
 Attorneys for Defendants,
 Chris Kelly, Times Shamrock
 Communications, The Scranton Times-
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PHILIP GODLEWSKI,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF LACKAWANNA COUNTY
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	:	
CHRIS KELLY, TIMES SHAMROCK	:	JURY TRIAL DEMANDED
COMMUNICATIONS, THE SCRANTON	:	
TIMES-TRIBUNE, LARRY HOLEVA	:	
Defendants.	:	No.: 2021-CV-2195

DEFENDANTS' INTERROGATORIES (SET II)
DIRECTED TO PLAINTIFF

Pursuant to Rules 4006 of the Pennsylvania Rules of Civil Procedure, you are requested to answer the following Interrogatories. You are requested to answer the Interrogatories separately and under oath, within thirty (30) days after service hereof. In answering these Interrogatories, you are required to furnish all information that is available to you, that which can be learned through reasonable inquiry.

The Answers shall be inserted in the spaces provided following the Interrogatories. If there is insufficient space to answer the Interrogatory, the remainder of the answer shall follow on a supplemental sheet.

If any of these Interrogatories cannot be answered in full, please answer to the extent possible and specify the reason for your inability to answer the remainder.

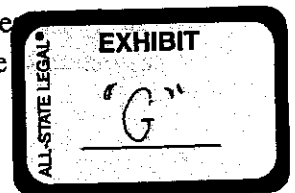
These Interrogatories are continuing in nature and require you to file supplementary answers pursuant to Rule 4007.4 of your inability to answer the remainder.

INSTRUCTIONS

A. Each Interrogatory shall be answered separately and under oath. No Interrogatory should be left blank. If the answer to any Interrogatory is no, none, or unknown, such response should be written.

B. In answering these Interrogatories, you shall furnish all information available to you at the time of answering and shall supplement your answers without demand as soon as any additional information is known.

C. If a privilege or the work product doctrine is asserted with respect to a document or communication, state the following: (a) the nature of the privilege or reason for the withholding which you contend applies; (b) the factual basis for your assertion of privilege or the reason for withholding; (c) the type of document (*e.g.* letter, memorandum, telex, etc.); (d) all persons to whom the document was distributed, shown or explained; (e) all authors and addresses indicated and blind copies; (g) the document's date; (h) a summary description of the



subject matter; (i) the number of pages and attachments or appendices comprising the document; and (j) its present custodian.

D. In the event that any document requested to be identified by any Interrogatory has been destroyed or discarded, such document shall be identified by stating all of the information requested in subparts (c) through (i) of instruction "C", and in addition: (k) its date of destruction or discard, the manner of destruction or discard and the reason for destruction or discard; (l) the persons who authorized and carried out such destruction or discard; and (m) whether any copies of the documents presently exist, and if so, the name of the custodian of each copy.

DEFINITIONS

As used herein, the following terms shall have the following meanings:

A. "Person" shall mean any individual, firm, partnership, association, corporation, organization, proprietorship or other entity.

B. "Document" or "documents" shall mean any written, recorded or graphic matter, whether produced or reproduced or stored on paper, cards, tapes, films, computer storing devices or any other media and includes, without limiting the generality of the foregoing: photographs, negatives, correspondence, telegrams, other written communications, contracts, receipts, agreements, notes, memoranda, internal memoranda, recordings, computer printouts or media including information stored on hard or floppy disks, electronic mail messages, tapes, cassettes, analyses, projections, work papers, orders, invoices, delivery receipts, x-rays, medical records, packing slips, diaries, calendars, desk calendars, minutes, affidavits, books, objects, cables, telex messages, telephone messages, transcripts, summaries, opinions, proposals, blueprints, plans, maps, surveys, reports, studies, evaluations, journals, appointment books, lists, tabulations or any other writings, including nonidentical copies and drafts of any of the foregoing now in your possession, custody or control. When one or more of the foregoing documents is requested or referred to, the request or reference shall include, but is not limited to, the original and each and every copy and draft thereof having writings, notations, corrections or markings peculiar to such copy of draft.

C. "Including" shall mean "including but not limited to".

D. "Identify" or "identification" when used herein with reference to a document means to state the date, author and addressee, if any, the type of writing (*e.g.* letter, memorandum, telegram, chart, etc.), any other means of identifying the writing, its present location, and the name, address and job classification of the person having custody or control thereof. If any such writing was, but is no longer in the possession, custody or control of the responding party, state what disposition has been made of it, the date thereof, the identification of the person responsible for making the decision as to such disposition, the identity of the person responsible for carrying out such disposition, the reasons for the disposition, the content of the document, and the

location of any copies of the document. In each instance, you may attach a copy of the writing to the answers to these Interrogatories in lieu of so identifying the writing.

E. "Identify" or "identification" when used herein with reference to an individual means to state his/her full name and present or last known business and home addresses, if known, his/her employer and position at the time referred to in the Interrogatory, and his/her present or last known business affiliation

F. "Identify" or "identification" when used in reference to a business firm or entity means to state its full name, the type of entity (*e.g.* corporation, partnership, etc.), and principal place of business.

G. "Identify" or "identification" when used in reference to a meeting or oral communication means to state the date, time, and location of the meeting or communication, the means of communication (*e.g.* telephone, luncheon meeting, etc.), the identity of each person at the meeting or a party to the communication, the identity of the person who initiated the meeting or communication, and the substance of the matters discussed at the meeting or during the communication.

H. "Communication" shall mean the transfer of any information from one person to another by any means, including but not limited to, a document as defined herein or orally.

I. A communication or document "relating to" or "referring to" or that "relates to" or "refers to" any given subject means any communication or document that, in whole or in part, constitutes, contains, embodies, reflects, contradicts, evidences, identifies, states, discusses, analyzes, refers to, describes, deals with or is any way pertinent to that subject.

J. When asked to "describe" or "state" a communication, meeting, statement, conversation, discussion, action, event, transaction or incident: (a) state the date, place and time of the occurrence; (b) state the substance and subject matter of the occurrence; (c) identify all persons involved in the occurrence and the nature of their involvement; and (d) identify all documents that relate or refer to the occurrence.

K. "Evidence" shall mean documents, facts, testimony, deposition testimony, affidavits, statements and information of any kind, whether oral or written.

L. "You" and "your" shall mean or refer to Plaintiff or Philip Godlewski.

M. "Complaint" shall mean the Complaint filed by Philip Godlewski in Case No: 2021-CV-2195 in the Court of Common Pleas of Lackawanna County.

N. "Plaintiff" means Philip ("Phil") Godlewski his agents and representatives, including, without limitation, his attorneys, and all other persons acting or purporting to act on his behalf.

O. "Defendants" mean Chris Kelly, Times Shamrock Communications, The Scranton Times-Tribune and Larry Holeva.

P. "Social Media" means any interactive technology that allows the creation or sharing/exchange of information, ideas, career interests, and other forms of expression via virtual communities and networks.

Q. "Followers" means someone who has subscribed to a social media account in order to receive all the updates. It refers to a user who consciously chooses to see all the posts of another user in their newsfeed.

INTERROGATORIES

1. Did you receive a search warrant from the Lackawanna County District Attorney's Office in 2010 that alleged in the affidavit you had sex with a minor female in your car and in homes listed for sale that you had access to as a realtor?

ANSWER:

2. Were you ever alone with *(victim regarding 2010 charges)* [REDACTED] in your vehicle in 2008?

If "yes", how many times?

ANSWER:

(victim regarding 2010 charges)

3. Were you ever alone with [REDACTED] in your vehicle in 2009?

If "yes", how many times?

ANSWER:

(victim regarding 2010 charges)

4. Were you ever alone with [REDACTED] in your vehicle in 2010?

If "yes", how many times?

ANSWER:

(victim regarding 2010 charges)

5. Were you alone with [REDACTED] in a home that was listed for sale in 2008?

If "yes", how many times?

ANSWER:

(victim regarding 2010 charges)

6. Were you alone with [REDACTED] in a home that was listed for sale in 2009?

If "yes", how many times?

ANSWER:

(Victim regarding 2010 charges)

7. Were you alone with [REDACTED] in a home that was listed for sale in 2010?

If "yes", how many times?

ANSWER:

(mother of victim)

(Victim regarding 2010 charges)

8. Did you ever meet [REDACTED] the mother of [REDACTED], in person?

If "yes", when and where? What were the circumstances of each of your meetings with her?

ANSWER:

(mother of victim)

(Victim regarding 2010 charges)

9. Have you ever spoken with [REDACTED] the mother of [REDACTED] by

telephone?

If "yes", when? What did you discuss with her?

ANSWER:

10. Identify the person you had an affair with in 2017 or 2018 as referenced in the custody hearing on September 14, 2021. (p. 84.)

ANSWER:

11. Identify the person you became engaged to on March.20, 2022?

ANSWER:

12. Set forth all "your intel" that the real Joe Biden was executed in 2019 for crimes against humanity as you broadcasted on your live video program.

ANSWER:

13. What information do you have to support your statement that all FDIC backed loans including all principal and interest will be forgiven under Nesara?

ANSWER:

14. What is the basis for your statement that the planets are not made of rock but instead are special beams of energy trapped inside the firmament?

ANSWER:

15. What is your definition of the "firmament"?

ANSWER:

16. What proof do you have to support your broadcast statements that Tom Hanks is no longer alive and he was one of the biggest child molesters the world has ever seen?


ANSWER:

17. What was the basis for your statement that Vice President Mike Pence had been arrested
on January 6, 2021?

ANSWER:

Date: 3-28-22

Respectfully submitted:



J. Timothy Hinton, Jr.

Haggerty Hinton & Cosgrove LLP

PA I.D. No. 61981

1401 Monroe Ave., Suite 2

Dunmore, PA 18509

Attorneys for Defendants,

Chris Kelly, Times Shamrock

Communications, The Scranton Times-

Tribune and Larry Holeva

PHILIP GODLEWSKI,	:	IN THE COURT OF COMMON PLEAS
Plaintiff	:	OF LACKAWANNA COUNTY
	:	
v.	:	CIVIL DIVISION
	:	
CHRIS KELLY, TIMES SHAMROCK	:	JURY TRIAL DEMANDED
COMMUNICATIONS, THE SCRANTON	:	
TIMES-TRIBUNE, LARRY HOLEVA	:	
Defendants.	:	No.: 2021-CV-2195

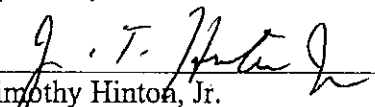
CERTIFICATE OF SERVICE

I, **J. Timothy Hinton, Jr., Esquire**, certify that on this 28 day of March 2022, I caused a true and correct copy of the foregoing Interrogatories (Set II) to Plaintiff to be served upon the following parties via United States Mail postage prepaid:

Timothy M. Kolman, Esq.
 414 Hulmeville Ave.
 Pennel, PA 19047
TKolman@kolmanlaw.com
Attorney for Plaintiff

Date: 3-28-22

Respectfully submitted:



 J. Timothy Hinton, Jr.
Haggerty Hinton & Cosgrove LLP
 PA I.D. No. 61981
 1401 Monroe Ave., Suite 2
 Dunmore, PA 18509
 Attorneys for Defendants,
 Chris Kelly, Times Shamrock
 Communications, The Scranton Times-
 Tribune and Larry Holeva