

EXHIBIT "A"

1. Any and all documents reflecting, evidencing or memorializing payments received by Plaintiff from "Emperors Club VIP".
2. Any and all documents reflecting, evidencing or memorializing payments received by Plaintiff from customers or clients met through "Emperors Club VIP".
3. Any and all documents, including but not limited to cards, letters, emails, or gifts received by Plaintiff from customers or clients met through "Emperors Club VIP".
4. A copy of all federal income tax returns filed by Plaintiff from 2003 to the present.
5. A copy of all state or local income tax returns filed by Plaintiff from 2003 to the present.
6. Any and all documents representing or relating to cards, letters, emails, or gifts received by Plaintiff from Elliot Spitzer.
7. Any and all documents representing or relating to cards, letters, emails, or gifts received by Plaintiff from any other client of "Emperors Club VIP".
8. Any and all documents representing or relating to cards, letters, emails, or gifts received by Plaintiff from her customers or clients.
9. Any and all documents representing or relating to cards, letters, emails, or gifts received by Plaintiff from customers or clients for services of any type rendered by Plaintiff from May 2003 to present.
10. Any and all documents, including but not limited to photographs, still images, emails, correspondence, or other such documents in Plaintiff's custody, possession or control, or otherwise available to Plaintiff, referring, relating to or evidencing Plaintiff advertising her services on any website, catalog or brochure.

11. Any and all documents reflecting, evidencing or memorializing payments received by Plaintiff from May 2003 to present for Plaintiff's engagement or performance as a model.
12. Any and all documents reflecting, evidencing or memorializing payments received by Plaintiff from May 2003 to present for Plaintiff's engagement or performance as a dancer.
13. Any and all documents reflecting, evidencing or memorializing payments received by Plaintiff from May 2003 to present for Plaintiff's engagement or performance as an actor.
14. Any and all documents reflecting, evidencing or memorializing payments received by Plaintiff from May 2003 to present for Plaintiff's engagement or performance as a singer.
15. Any and all forms of false identification used by Plaintiff at any time from January 2001 to present.
16. Any and all documents relating, evidencing or referring to Plaintiff's use of the name and/or identification "Amber Arpaio".
17. Any and all documents referring, reflecting, or memorializing Plaintiff's use of the name "Kristen", including advertisements, emails, correspondence, check receipts or payments, cards or notes from clients or employers, photography or model releases, or other such documents in Plaintiff's custody, possession or control, or otherwise available to Plaintiff.
18. Any and all documents referring, reflecting, or memorializing Plaintiff's use of the name "Victoria", including advertisements, emails, correspondence, check receipts or payments, cards or notes from clients or employers, photography or model releases, or other such documents in Plaintiff's custody, possession or control, or otherwise available to Plaintiff.

19. Any and all documents, photographs, still images, video, releases, advertisements, emails, correspondence, check receipts or payments, photography or model releases, or other such documents in Plaintiff's custody, possession or control, or otherwise available to Plaintiff, arising out of or relating to Plaintiff's model release with New York Confidential.
20. Any and all transcripts, recordings, or video surveillance of Plaintiff taken by any governmental agency or private investigator between March 2003 to present.
21. Any and all photographs, images, and video of Plaintiff filmed by any third party, client, customer, employer or company.
22. Any and all documents, including but not limited to driver's licenses, motions or orders for name change, hotel receipts, meal receipts, customer receipts, emails, email addresses, weblogs, online journals, MySpace or Facebook pages, web addresses, diaries, calendars, cards, letters, address books, or telephone numbers, which reflect, evidence or memorialize Plaintiff's use of the name "Ashley Alexandra Dupré".
23. Any and all contracts, agreements, websites, business ventures or other documents reflecting Plaintiff's intention and/or attempts to use the name "Ashley Alexandra Dupré" for her own commercial use and benefit.
24. Any and all contracts, agreements, websites, business ventures or other documents reflecting Plaintiff's intention and/or attempts to use the name "Ashley Dupré" for her own commercial use and benefit.
25. Any and all contracts, agreements, websites, business ventures or other documents reflecting Plaintiff's intention and/or attempts to use the URL "www.girlsgonewildashleydupre.com" for her own commercial use and benefit.

26. Any and all contracts, agreements, websites, business ventures or other documents reflecting Plaintiff's intention and/or attempts to use the URL "www.ashleyduprecallgirl.com" for her own commercial use and benefit.
27. Any and all contracts, agreements, websites, business ventures or other documents reflecting Plaintiff's intention and/or attempts to use the URL "www.onelivecall.com/ashley_dupre" for her own commercial use and benefit.
28. Any and all documents, including but not limited to contracts, receipts, hotel receipts, cards, letters, gifts, payroll stubs, credit card bills, videos, recordings, transcripts of recordings, reflecting, evidencing or memorializing the "notoriety" associated with the name "Ashley Alexandra Dupré" as alleged in Paragraph 17 of Plaintiff's Complaint.
29. Any and all documents reflecting invoices sent by Plaintiff to any third party under the name "Ashley Alexandra Dupré" between January 1, 2003 to present.
30. Any and all documents reflecting invoices sent by Plaintiff to any third party under the name "Ashley Dupré" between January 1, 2003 to present.
31. Any and all documents reflecting, evidencing or memorializing payments received by Plaintiff under the name "Ashley Alexandra Dupré" from January 1, 2003 to present.
32. Any and all documents reflecting, evidencing or memorializing receipts by Plaintiff under the name "Ashley Dupré" from January 1, 2003 to present.
33. Any and all videos, photographs, diaries, transcriptions of recordings, emails, cards, letters, weblogs or online journals that show, discuss or evidence Plaintiff kissing another woman.

34. Any and all videos, photographs, diaries, transcriptions of recordings, emails, cards, letters, weblogs or online journals that show, discuss or evidence Plaintiff having sex with another woman.
35. Any and all videos, photographs, diaries, transcriptions of recordings, emails, cards, letters, weblogs or online journals that show, discuss or evidence Plaintiff having sex with a woman and with one or more men.
36. Any and all documents, including but not limited to contracts, receipts, bookings, emails, cards, letters, photographs, credit card payments, bank statements, or other documents reflecting payments that Plaintiff received for engaging in unlawful activities.
37. Any and all bank statements, credit card statements, automobile lease payments, residential lease payments, invoices, or tax returns reflecting Plaintiff's earnings from July 2003 to present.
38. Any and all contracts, agreements, licensing agreements, modeling contracts, acting contracts, agreements for speaking engagements, or publishing deals, book rights or movie rights reflecting the value of Plaintiff's name, image or likeness from July 2003 to present.
39. Any and all citations, arrest warrants, correspondence, communications, target letters, affidavits, or indictments referring, demonstrating or relating to the arrest or conviction of any felony concerning or relating to Plaintiff at any time from July 2003 to present.
40. A copy of any and all sworn statements or affidavits made by Plaintiff at any time between March 2003 to present.
41. A copy of any plea agreement, immunity agreement or cooperation agreement signed by Plaintiff from July 2003 to present.

42. A copy of any and all credit cards used by Plaintiff at any time from March 2003 to present.
43. A copy of any and all credit card statements or receipts reflecting purchases made by Plaintiff, and the name in which such charges were made, between March 2003 to present.
44. Any and all documents reflecting, relating or referring to an application for a business license by Plaintiff from May 2003 to present.
45. Any and all documents reflecting, referring or relating to any business interest, partnership interest, profit share, commission or other monies due to Plaintiff from any source from March 2003 to present.
46. Any and all documents, including but not limited to credit card applications, loan applications, credit card statements, automobile rental agreements, automobile lease agreements, residential lease agreements, work applications, licenses, advertisements, or brochures reflecting that Plaintiff is engaged in business by any name other than "Ashley Youmans" at any time from May 2003 to present.
47. Any and all documents evidencing or referring to internet sites, web addresses or URLs registered to Plaintiff and/or her agents or business entities affiliated with Plaintiff.
48. Any and all documents, including but not limited to emails, MySpace or Facebook pages, weblogs, online journals, videos, photographs, letters, cards, payments, receipts or invoices reflecting, evidencing, referring or relating to Plaintiff's involvement with graphic sex or graphic sexual content.
49. Any and all documents describing the exact nature of Plaintiff's business or services.

50. Any and all documents, including but not limited to emails, weblogs, online journals, MySpace or Facebook pages, web addresses, diaries, calendars, cards, letters, address books, or telephone numbers, containing any contact information concerning the friends with whom Plaintiff was socializing on March 12 or March 13, 2003, as alleged in Paragraph 10 of Plaintiff's Complaint.
51. Any and all documents, including but not limited to emails, weblogs, online journals, MySpace or Facebook pages, web addresses, diaries, calendars, cards, letters, address books, or telephone numbers, describing the quality and quantity of alcoholic beverages Plaintiff had consumed prior to meeting the alleged agents of Mantra and MRA on March 12 or March 13, 2003, as alleged in Paragraph 10 of Plaintiff's Complaint.
52. Any and all documents, including but not limited to emails, weblogs, online journals, MySpace or Facebook pages, web addresses, diaries, calendars, cards, letters, address books, or telephone numbers, describing the quality and quantity of the alcoholic beverages that were allegedly provided by Defendants Mantra and MRA and consumed by Plaintiff, as alleged in Paragraph 10 of Plaintiff's Complaint.
53. Any and all documents describing the general contents and/or terms of the "release" referred to in Paragraph 10 of Plaintiff's Complaint.
54. Any and all documents describing whether or not Defendant Francis was present at the alleged meeting between Plaintiff and agents of Mantra and MRA on March 12 or March 13, 2003.
55. Any and all documents describing the period of time that had elapsed during the events as alleged and described by Plaintiff in her Complaint.

56. Any and all documents, including but not limited to emails, weblogs, online journals, MySpace or Facebook pages, web addresses, diaries, calendars, cards, letters, address books, or telephone numbers, describing the exact nature and context of the representations made to Plaintiff by Defendants Francis, Mantra and MRA.
57. Any and all documents, including but not limited to emails, weblogs, online journals, MySpace or Facebook pages, web addresses, diaries, calendars, cards, letters, address books, or telephone numbers, supporting Plaintiff's allegation that she did not understand the magnitude of her actions as alleged in Paragraph 11 of Plaintiff's Complaint.
58. Any and all documents, including but not limited to emails, weblogs, online journals, MySpace or Facebook pages, web addresses, diaries, calendars, cards, letters, address books, or telephone numbers, supporting Plaintiff's allegation that she did not understand that her image and likeness would be displayed in videos and DVDs produced and distributed by Defendants, as alleged in Paragraph 11 of Plaintiff's Complaint.
59. Any and all documents, including but not limited to emails, weblogs, online journals, MySpace or Facebook pages, web addresses, diaries, calendars, cards, letters, address books, or telephone numbers, reflecting whether Plaintiff contacted the Defendants to revoke, limit or otherwise restrict the consent to use her likeness or image.
60. Any and all documents which reflect, evidence of memorialize that Defendants are independently aware or know that females are under legal age, other than misstatements by women or false identification similar to that used by Plaintiff at the time of her filming.

61. Any and all websites, URLs or internet addresses, email addresses, or other documents of which Plaintiff is aware and for which a copy is in Plaintiff's control, custody or possession reflecting the use of Plaintiff's name, image and notoriety.
62. Any and all copyrights or copyright applications made by Plaintiff or Plaintiff's agents from January 2003 to present.
63. Any and all trademarks or trademark applications filed by Plaintiff or Plaintiff's agents between January 1, 2003 to present.
64. Any and all documents supporting Plaintiff's allegation that Defendants have used Plaintiff's likeness and image for their commercial benefit to advertise a video called "Girls Gone Wild Spring Break 2003", as alleged in Paragraph 18 of Plaintiff's Complaint.
65. Any and all documents supporting Plaintiff's allegation that Defendants have used Plaintiff's likeness and image for their commercial benefit to advertise a video called "Girls Gone Wild Spring Break 2003", as alleged in Paragraph 18 of Plaintiff's Complaint.
66. Any and all documents supporting Plaintiff's allegation that Defendants have used Plaintiff's likeness and image for their commercial benefit to advertise a video called "Hookers Girls Gone Wild", as alleged in Paragraph 18 of Plaintiff's Complaint.
67. Any and all documents supporting Plaintiff's allegation set forth in Paragraph 18 of Plaintiff's Complaint that Defendants' use of any such photographs are illegal.
68. Any and all document supporting Plaintiff's allegation that Defendants issued press releases and advertisements claiming that Plaintiff was featured in a video entitled "Girls

Gone Wild - Spring Break 2005 Anything Goes”, as alleged in Paragraph 20 in Plaintiff’s Complaint.

69. Any and all photographs, videos, emails, cards, letters, diaries, weblogs or online journals, referring to, evidencing or reflecting Plaintiff’s eighteenth birthday celebration.

70. Any and all documents referring, reflecting or relating to correspondence between Defendants and Plaintiff (or her agents) with respect to a video and/or promotional tour, as is alleged in Paragraph 23 of Plaintiff’s Complaint.

71. Any and all documents, photographs, videos, sound recordings, invoices, payment receipts, advertisements, webpages, reflecting, evidencing or referring to Plaintiff’s “notoriety” as set forth in Paragraph 24 of Plaintiff’s Complaint.

72. Any and all documents supporting Plaintiff’s allegation that Defendants marketed, distributed and sold videos and DVDs for profit resulting from the unauthorized use of Plaintiff’s likeness and image.

73. Any and all documents, including but not limited to hotel receipts, meal receipts, credit card statements, lodging, or transportation which reflect, evidence or relate to compensation provided to Plaintiff by Defendants at any time from January 1, 2003 to present.

74. Any and all documents supporting Plaintiff’s allegation in Paragraph 31 of Plaintiff’s Complaint that Defendants marketing and sale of video and DVDs constitutes a trademark infringement, false designation of origin, or false representation with respect to Plaintiff Ashley Alexandra Dupré.

75. Any and all documents, including photographs, videos, transcripts of recordings, affidavits, indictments, payment receipts, bank statements, advertisements, news stories,

webpages, cards or letters referring, reflecting or evidencing Plaintiff's business between July 1, 2003 to present.

76. Any and all documents, including photographs, videos, transcripts of recordings, affidavits, indictments, payment receipts, bank statements, advertisements, news stories, webpages, cards or letters referring, reflecting or evidencing Plaintiff's reputation between July 1, 2003 to present.
77. Any and all documents, including photographs, videos, transcripts of recordings, affidavits, indictments, payment receipts, bank statements, advertisements, news stories, webpages, cards or letters referring, reflecting or evidencing Plaintiff's goodwill between July 1, 2003 to present.
78. Any and all documents, transcripts, emails or articles referring negatively or adversely to Plaintiff's alleged business from July 2003 to present.
79. Any and all documents, transcripts, emails or articles referring negatively or adversely concerning Plaintiff's reputation from July 2003 to present.
80. Any and all documents, transcripts, emails or articles referring negatively or adversely concerning Plaintiff's goodwill from July 2003 to present.
81. Any and all affidavits, transcription of recordings, letters, cards, emails, diaries, or other documents that refer, relate or evidence Plaintiff's reputation.
82. Any and all affidavits, transcription of recordings, letters, cards, emails, diaries, or other documents that refer, relate or evidence Plaintiff's reputation for honesty.
83. Any and all affidavits, transcription of recordings, letters, cards, emails, diaries, or other documents that refer, relate or evidence Plaintiff's credibility.

84. Any and all affidavits, transcription of recordings, letters, cards, emails, diaries, or other documents that refer, relate or evidence any false or perjurious statements made by Plaintiff at any time from March 2003 to present.
85. Any and all documents reflecting, relating or referring to any application or order for name change made by Plaintiff at any time between May 2003 to present.
86. Any and all documents which reflect, evidence or demonstrate the value of Plaintiff's name and likeness.
87. Any and all documents which refer, reflect or document that Plaintiff does not approve of graphic sex or graphic sexual content.
88. Any and all documents which refer, reflect or document that Plaintiff does not approve of adult entertainment involving other women.
89. Any and all documents which reflect, establish or document that Plaintiff does not approve of lesbian sexual acts.
90. Any and all documents reflecting Plaintiff's legal right to use the name "Ashley Dupré".
91. Any and all documents reflecting Plaintiff's legal right to use the name "Ashley Alexandra Dupré".
92. Any and all documents, including but not limited to correspondence, communications, emails, contracts referring to, reflecting or evidencing that press statements issued by Defendants caused Plaintiff to be deprived of a business opportunity.
93. Any and all documents describing the exact nature and context of any representations made to Plaintiff by Defendant Koewing.
94. Any and all documents, including but not limited to emails, weblogs, online journals, MySpace or Facebook pages, web addresses, diaries, calendars, cards, letters, address

books, or telephone numbers, describing Plaintiff's knowledge of "Girls Gone Wild" at the time of the events on and/or around March 12 or March 13, 2003.

95. Any and all documents that support Plaintiff's allegation in Paragraph 14 of Plaintiff's Complaint that it is Defendants Mantra and MRA's "regular business practice" to "induce unsuspecting young girls to perform for their cameras."
96. Any and all documents that support Plaintiff's allegation in Paragraph 14 of Plaintiff's Complaint that Defendants Mantra and MRA "regularly provide alcoholic beverages or other substances to females (often underage)."
97. Any and all documents that support Plaintiff's allegation in Paragraph 14 of Plaintiff's Complaint that Defendants Mantra and MRA "approach females already under the influence of some intoxicant and coerce them to otherwise engage in lewd conduct."
98. Any and all documents describing the exact nature of the lewd acts and/or exposure into which Plaintiff was allegedly coerced by Defendants Mantra and MRA.
99. Any and all documents describing the nature and context in which Plaintiff uses her image for a commercial purpose.
100. Any and all documents describing the nature and context in which Plaintiff's name and notoriety attract internet surfers as alleged in Paragraph 17 of Plaintiff's Complaint.
101. Any and all documents that support Plaintiff's allegation in Paragraph 18 of Plaintiff's Complaint that Defendants have used Plaintiff's likeness and image in an illegal manner.
102. Any and all documents that support Plaintiff's allegation in Paragraph 19 of Plaintiff's Complaint that Defendants have misrepresented the nature of Plaintiff's performance allegedly videotaped by Defendants.

103. Any and all documents that support Plaintiff's allegations in Paragraphs 20, 21 and 23 of Plaintiff's Complaint that Defendants falsely advertised products.
104. Any and all documents describing the nature and context in which the Plaintiff's image is famous and generates notoriety for Defendants' products as alleged in Paragraph 24 of Plaintiff's Complaint.
105. Any and all documents that support Plaintiff's allegation in Paragraph 27 that Defendants profited and/or were unjustly enriched by Defendant's unauthorized use of Plaintiff's likeness and image.
106. Any and all documents supporting Plaintiff's allegations in Paragraph 32 of Plaintiff's Complaint that Defendants have caused substantial and irreparable injury to Plaintiff's business.
107. Any and all documents supporting Plaintiff's allegations in Paragraph 32 of Plaintiff's Complaint that Defendants have caused substantial and irreparable injury to Plaintiff's reputation.
108. Any and all documents supporting Plaintiff's allegations in Paragraph 32 of Plaintiff's Complaint that Defendants have caused substantial and irreparable injury to Plaintiff's good will.
109. Any and all documents describing the context in which Plaintiff is a public figure.
110. Any and all documents that support Plaintiff's allegation in Paragraph 47 of Plaintiff's Complaint that Defendants created the false impression that Plaintiff endorsed and/or approves of "graphic, sexual content, including lesbian acts, contained in the video."
111. Any and all documents that support Plaintiff's allegation in Paragraph 52 of Plaintiff's Complaint that Defendants used Plaintiff's image without Plaintiff's consent.

112. Any and all documents that support Plaintiff's allegation in Paragraph 52 of Plaintiff's Complaint that Defendants used Plaintiff's image beyond the scope of her consent.
113. Any and all documents describing Plaintiff's internet site and/or domain name.
114. Any and all documents that support Plaintiff's allegation in Paragraph 57 of Plaintiff's Complaint that Defendants registered the referenced sites in order to dilute the value of Plaintiff's name and likeness.
115. Any and all documents that support Plaintiff's allegation in Paragraph 57 of Plaintiff's Complaint that a high likelihood of confusion on the part of consumers exists as between the Plaintiff and Defendant's products.
116. Any and all documents referring, reflecting or establishing any other allegation in Plaintiff's Complaint.

