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Attorneys for Defendants
United Studios FR, LLC and Musashi & Associates, Inc.

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – WEST JUSTICE CENTER

ANTHONY CORDERO, an individual; RAIJIN
INC., a California corporation,

Plaintiffs,

v.

UNITED STUDIOS FR, LLC, a California Limited
Liability Company; MUSASHI & ASSOCIATES
INC., and DOES 1 through 25, inclusive,

Defendants.

Case No.: 30-2021-01230615-CU-MC-WJC
Related Case No.: 30-2021-01181338-CU-BC-CJC

**SECOND AMENDED NOTICE OF TAKING
DEPOSITION OF PLAINTIFF ANTHONY
CORDERO AND DEMAND FOR
PRODUCTION OF DOCUMENTS**

The Honorable Nathan Scott
Dept. W02

Date: February 5, 2024
Time: 10:00 A.M.
Location: 120 Vantis Drive, Suite 500
Aliso Viejo, CA 92656

Complaint Filed: November 9, 2021
Trial Date: October 11, 2024

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT pursuant to Code of Civil Procedure sections 2017.010 and 2025.010 et seq., Defendant United Studios FR, LLC (“USFR”) will take the oral deposition of Plaintiff Anthony Cordero (“Cordero”) on **February 5, 2024**, at 10:00 A.M. The deposition will take place at USFR’s counsel’s office located at 120 Vantis Drive, Suite 500, Aliso Viejo, California 92656. If the deposition is not completed on the date set forth above, the deposition shall continue from day-to-day thereafter, weekends and holidays excepted, or by mutual agreement between the

1 parties.

2 Please note that this is a *Second Amended* Notice of Deposition Mr. Cordero, as the original
3 and initial amended notices of deposition were previously served in this action. Mr. Cordero's counsel
4 advised USFR's undersigned counsel that he and Mr. Cordero would not be appearing at the
5 previously noticed deposition that was scheduled for January 24, 2024, causing this Second Amended
6 Notice of Deposition to be issued. The date selected is in compliance with the correspondence between
7 Mr. Cordero and USFR's counsel.


8 The deposition will be taken before a certified court reporter duly authorized to administer
9 oaths pursuant to the laws of the State of California and will be recorded both stenographically and
10 through the instant visual display of testimony. Please also take notice that this deposition may also be
11 videographically recorded for use at trial, and that a copy of the videotape will be made available to all
12 interested parties for a reasonable fee.

13 If an interpreter is required to translate testimony, written notice of that fact, including the
14 specified language and/or dialect designated, must be provided to this law firm at least five (5) days
15 before the above-referenced deposition date.

16 Please take notice that Cordero is required to produce at the time of the deposition the
17 documents identified in **Exhibit "A"** to this Notice of Deposition. In compliance with the parties'
18 discussion and agreement, Mr. Cordero has agreed to produce the documents requested in advance of
19 the deposition, specifically **by January 26, 2024**, as discussed in recent correspondence between Mr.
20 Cordero and USFR's undersigned counsel.

21
22 Dated: January 24, 2024

MBK CHAPMAN PC

23
24
25 By: 
26 JASON K. BOSS
27 Attorneys for Defendants United Studios FR, LLC
28 and Musashi & Associates, Inc.

1 **EXHIBIT “A”**

2 **Definitions and Instructions**

3 1. The term “DOCUMENT(S)” has at least the same meaning as set forth in California
4 Evidence Code section 250, and shall include, but not be limited to, all originals and duplicates of
5 correspondence, memoranda, records, data sheets, purchase orders, tabulations, reports, work papers,
6 summaries, opinions, journals, calendars, diaries, statistical records, notes, transcriptions, telegrams,
7 teletypes, telex messages, telefaxes, instant messages (“IM’s”), recordings of telephone calls, and other
8 communications, including but not limited to notes, notations, memoranda and other writings of or
9 relating to telephone conversations and conferences, minutes, and notes of transcriptions of all
10 meetings and other communications of any type, microfiche, microfilms, dictobelts, tapes or other
11 records, logs, and any other information which is stored or carried electronically, by means of
12 computer equipment or otherwise, and which can be retrieved in printed, graphic, or audio form,
13 including, but not limited to, information stored in the memory of a computer, data stored on
14 removable magnetic or optical media (e.g., magnetic tape, floppy disks, removable cartridge disks, and
15 optical disks), e-mail, data used for electronic data interchange, audit trails, digitized pictures and
16 audio (e.g., data stored in MPEG, JPEG, and GIF), digitized audio, and voice mail. The term
17 “DOCUMENTS” shall necessarily include many of the below-referenced COMMUNICATION(S).

18 2. The term “COMMUNICATION(S)” means, in the broadest sense, to all correspondence
19 (e.g., letters, memorandums, notes, facsimiles, electronic mail, written phone messages, printed social
20 media postings, printed web-postings of any kind, and/or printed forms of online chatting, such as
21 instant messenger), as well as non-printed correspondence such as online social media postings, online
22 web-postings of any kind, text messages, telephone messages and/or voicemails, telephone recordings,
23 instant messages, and/or any other form of online chatting. The term “COMMUNICATION(S)”
24 specifically excludes COMMUNICATIONS covered by the attorney-client, attorney work product
25 doctrine, and confidential marital communications privilege (Evid. Code, § 980 et seq.).

26 3. The terms “SUPPORTING”, “REFERRING TO”, “REFER(S) OR RELATE(S) TO,”
27 “RELATING TO”, “RELATED TO”, “EVIDENCING”, or “PERTAINING TO” as herein shall mean
28 evidencing, alluding, responding, concerning, memorializing, referring, constituting, containing,

1 discussing, describing, depicting, embodying, reflecting, regarding, identifying, mentioning, stating,
2 connected with, in respect of, commenting on, showing, analyzing, or otherwise relating to in any way,
3 in whole or in part, the subject matter referred to in these Requests.

4 4. The term “PERSON” means any natural person, firm, partnership, association,
5 corporation, trust, and any other business, governmental or legal entity.

6 5. The term “UNITED” means Defendant “UNITED STUDIOS FR, LLC”, and shall
7 include any and/or all agents, employees, representatives, and any other persons acting on its behalf.

8 6. The term “YOU(R)(S)” means Plaintiff Anthony Cordero, and shall include any and/or
9 all agents, employees, and anyone else acting on his behalf (excluding his attorneys).

10 7. The term “MUSASHI” means Defendant MUSASHI & ASSOCIATES INC., and shall
11 include any and/or all agents, employees, representatives, and any other persons acting on its behalf.

12 8. The term “RAIJIN” means Plaintiff RAIJIN INC., and shall include any and/or all
13 agents, employees, representatives, and any other persons acting on its behalf.

14 9. The term “BUSHIDO” means the corporation registered in the State of California as
15 Bushido Martial Arts Supply, Inc., and shall include any and/or all agents, employees, representatives,
16 and any other persons acting on its behalf.

17 10. The conjunctives “and” and “or” shall be construed either disjunctively or conjunctively
18 as necessary to bring within the scope of the discovery request all responses that might otherwise be
19 construed to be outside of its scope.

20 11. If any of the requested DOCUMENTS cannot be produced in full, produce what YOU
21 have to the extent possible, specifying the reasons for YOUR inability to produce the remainder and
22 stating whatever information, knowledge, or belief YOU do have concerning the un-produced portion.

23 12. If any of the requested DOCUMENTS or things at one time existed but are no longer in
24 existence, YOU must state and specify, to the best of YOUR knowledge, the following for each such
25 DOCUMENT or thing: (a) the DOCUMENT’S type; (b) the type of information contained in the
26 DOCUMENT; (c) the date when the DOCUMENT ceased to exist; (d) the circumstances under which
27 the DOCUMENT ceased to exist; (e) the identity of each PERSON having knowledge of said
28

1 circumstances; (f) the identity of each PERSON having knowledge of the contents of the
2 DOCUMENT; and (g) the identity of each PERSON that might have a copy of the DOCUMENT.

3 13. When reviewing the below Requests, YOU are to do so with an understanding that the
4 Requests do not seek the production of any DOCUMENTS that are protected by the attorney-client
5 privilege or attorney work product doctrine, such as COMMUNICATIONS solely between YOU and
6 YOUR attorneys. The Requests also do not seek the production of any DOCUMENTS that are
7 protected by the confidential marital communications privilege. If, however, YOU contend that any
8 requested DOCUMENT or COMMUNICATION is protected from disclosure by the attorney-client
9 privilege, attorney work product doctrine, or confidential marital communications privilege, YOU
10 must (i) specify the nature of the privilege claimed; (ii) identify each DOCUMENT or
11 COMMUNICATION by stating its date, author, originator, a brief description of the type of writing, a
12 brief description of the subject matter of the DOCUMENT; and (iii) state which request the
13 DOCUMENT would have been responsive to if produced.

14 14. YOU are required to produce the requested DOCUMENTS as they are kept in the
15 regular course of business or habit. This means that YOU should leave file folders, labels, boxes, etc.,
16 intact. In responding to each of the below Requests, provide all DOCUMENTS in YOUR possession,
17 custody, and/or control, which includes all DOCUMENTS available to YOU from YOUR attorneys,
18 banks, investigators, agents, accountants, successors, or other representatives/agents, as well as any
19 other PERSON acting directly or indirectly on YOUR behalf and/or in YOUR interest.

20 15. In searching for and producing these DOCUMENTS, YOU must use all information
21 that is known or available to YOU, including, but not limited to, information obtainable by a diligent
22 search of sources of information available to YOU, which means, for example, if YOU bank online,
23 YOU are required to retrieve and produce printouts of YOUR accounts, statements, checks, etc.

24 16. Photocopies of photographs will not be sufficient to comply with these Requests.
25 UNITED will reimburse YOU for the reasonable expense of reproducing any responsive photographs.

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All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and UNITED from January 1, 2015 to present (including but not limited to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhusd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and MUSASHI from January 1, 2015 to the present (including but not limited to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhusssd@att.net, tonyspoonz@aol.com, and ac@usssd.com).

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and Charles Mattera RELATED TO UNITED from November 30, 2011 to present (including but not limited to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhusd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and Charles Mattera RELATED TO MUSASHI from November 30, 2011 to present (including but not limited to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhusd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and Charles Mattera RELATED TO Matthew Mattera from November 30, 2011 to present (including but not limited to all emails sent to or from all

1 of YOUR email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com,
2 and ac@ussd.com).

3 **Request No. 6.**

4 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
5 “COMMUNICATIONS”) exchanged between YOU and Charles Mattera RELATED TO Matthew
6 Shapiro from November 30, 2011 to present (including but not limited to all emails sent to or from all
7 of YOUR email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com,
8 and ac@ussd.com).

9 **Request No. 7.**

10 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
11 “COMMUNICATIONS”) exchanged between YOU and Charles Mattera RELATED TO United
12 Shapiro Corporation from November 30, 2011 to present (including but not limited to all emails sent to
13 or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhussd@att.net,
14 tonyspoonz@aol.com, and ac@ussd.com).

15 **Request No. 8.**

16 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
17 “COMMUNICATIONS”) exchanged between YOU and Mario Franqui RELATED TO UNITED from
18 January 1, 2011 to present (including but not limited to all emails sent to or from all of YOUR email
19 addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and
20 ac@ussd.com).

21 **Request No. 9.**

22 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
23 “COMMUNICATIONS”) exchanged between YOU and Mario Franqui RELATED TO MUSASHI
24 from January 1, 2011 to present (including but not limited to all emails sent to or from all of YOUR
25 email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and
26 ac@ussd.com).

Request No. 10.

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and Josh Larson RELATED TO UNITED from January 1, 2011 to present (including but not limited to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

Request No. 11.

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and Josh Larson RELATED TO MUSASHI from January 1, 2011 to present (including but not limited to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

Request No. 12.

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and Stephen Sindoni RELATED TO UNITED from August 3, 2006 to present (including but not limited to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

Request No. 13.

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and Stephen Sindoni RELATED TO MUSASHI from August 3, 2006 to present (including but not limited to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

Request No. 14.

All employment agreements entered into by YOU and Stephen Sindoni.

Request No. 15.

All employment agreements entered into by RAIJIN and Stephen Sindoni.

Request No. 16.

All employment agreements entered into by YOU and any entity in which Stephen Sindoni has an ownership interest.

Request No. 17.

All employment agreements entered into by RAIJIN and any entity in which Stephen Sindoni has an ownership interest.

Request No. 18.

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) that REFER OR RELATE TO YOUR employment with any entity in which Stephen Sindoni has an ownership interest.

Request No. 19.

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) that REFER OR RELATE TO RAIJIN’s employment with any entity in which Stephen Sindoni has an ownership interest.

Request No. 20.

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) that REFER OR RELATE TO YOUR employment with any entity in which Stephen Sindoni has an ownership interest.

Request No. 21.

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) that REFER OR RELATE TO RAIJIN’s employment with any entity in which Stephen Sindoni has an ownership interest.

Request No. 22.

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and any of UNITED’S clients and/or their legal guardians RELATED TO UNITED from January 1, 2011 to present (including but not limited to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com)).

1 **Request No. 23.**

2 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
3 “COMMUNICATIONS”) exchanged between YOU and any of UNITED’S clients and/or their legal
4 guardians RELATED TO MUSASHI from January 1, 2011 to present (including but not limited to all
5 emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com,
6 fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

7 **Request No. 24.**

8 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
9 “COMMUNICATIONS”) exchanged between YOU and any of UNITED’S clients and/or their legal
10 guardians RELATED TO Matthew Mattera from January 1, 2011 to present (including but not limited
11 to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com,
12 fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

13 **Request No. 25.**

14 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
15 “COMMUNICATIONS”) exchanged between YOU and any of UNITED’S clients and/or their legal
16 guardians RELATED TO Matthew Shapiro from January 1, 2011 to present (including but not limited
17 to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com,
18 fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

19 **Request No. 26.**

20 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
21 “COMMUNICATIONS”) exchanged between YOU and any of UNITED’S clients and/or their legal
22 guardians RELATED TO United Shapiro Corporation from January 1, 2011 to present ((including but
23 not limited to all emails sent to or from all of YOUR email addresses (e.g.,
24 acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

25 **Request No. 27.**

26 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
27 “COMMUNICATIONS”) exchanged between YOU and any of UNITED’S clients and/or their legal
28 guardians RELATED TO anyone affiliated with UNITED (including but not limited to any member,

1 director, manager, employee, independent contractor, etc.) from January 1, 2011 to present (including
2 but not limited to all emails sent to or from all of YOUR email addresses (e.g.,
3 acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

4 **Request No. 28.**

5 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
6 “COMMUNICATIONS”) exchanged between YOU and RAIJIN RELATED TO UNITED from
7 September 9, 2016 to present (including but not limited to all emails sent to or from all of YOUR email
8 addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and
9 ac@ussd.com).

10 **Request No. 29.**

11 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
12 “COMMUNICATIONS”) exchanged between YOU and RAIJIN RELATED TO MUSASHI from
13 September 9, 2016 to present (including but not limited to all emails sent to or from all of YOUR email
14 addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and
15 ac@ussd.com).

16 **Request No. 30.**

17 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
18 “COMMUNICATIONS”) exchanged between YOU and RAIJIN RELATED TO Matthew Mattera
19 from September 9, 2016 to present (including but not limited to all emails sent to or from all of YOUR
20 email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and
21 ac@ussd.com).

22 **Request No. 31.**

23 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
24 “COMMUNICATIONS”) exchanged between YOU and RAIJIN RELATED TO Matthew Shapiro
25 from September 9, 2016 to present (including but not limited to all emails sent to or from all of YOUR
26 email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and
27 ac@ussd.com).

Request No. 32.

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and RAIJIN RELATED TO United Shapiro Corporation from September 9, 2016 to present (including but not limited to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

Request No. 33.

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and BUSHIDO RELATED TO UNITED from January 1, 2009 to November 1, 2021 (including but not limited to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

Request No. 34.

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and BUSHIDO RELATED TO MUSASHI from January 1, 2009 to November 1, 2021 (including but not limited to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

Request No. 35.

All DOCUMENTS (including without limitation, sales invoices and receipts) EVIDENCING all goods purchased by UNITED from BUSHIDO from January 1, 2009 to present.

Request No. 36.

All DOCUMENTS (note that the definition of “DOCUMENTS” includes “COMMUNICATIONS”) exchanged between YOU and anyone (other than YOUR attorneys) RELATED TO UNITED from January 1, 2011 to present (including but not limited to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com).

1 **Request No. 37.**

2 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
3 “COMMUNICATIONS”) exchanged between YOU and anyone (other than YOUR attorneys)
4 RELATED TO MUSASHI from January 1, 2011 to present (including but not limited to all emails sent
5 to or from all of YOUR email addresses (e.g., acordero.united@gmail.com, fhussd@att.net,
6 tonyspoonz@aol.com, and ac@ussd.com)).

7 **Request No. 38.**

8 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
9 “COMMUNICATIONS”) exchanged between YOU and anyone (other than YOUR attorneys)
10 RELATED TO Matthew Mattera from January 1, 2011 to present (including but not limited to all
11 emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com,
12 fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com)).

13 **Request No. 39.**

14 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
15 “COMMUNICATIONS”) exchanged between YOU and anyone (other than YOUR attorneys)
16 RELATED TO Matthew Shapiro from January 1, 2011 to present (including but not limited to all
17 emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com,
18 fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com)).

19 **Request No. 40.**

20 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
21 “COMMUNICATIONS”) exchanged between YOU and anyone (other than YOUR attorneys)
22 RELATED TO United Shapiro Corporation from January 1, 2011 to present (including but not limited
23 to all emails sent to or from all of YOUR email addresses (e.g., acordero.united@gmail.com,
24 fhussd@att.net, tonyspoonz@aol.com, and ac@ussd.com)).

25 **Request No. 41.**

26 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
27 “COMMUNICATIONS”) RELATED TO YOUR performance as a martial arts instructor at UNITED
28 from January 1, 2011 to November 2021.

Request No. 42.

All of UNITED's bank records provided to YOU from January 1, 2011 to present other than those DOCUMENTS produced by any of the defendants in this litigation.

Request No. 43.

All of UNITED's payroll records provided to YOU from January 1, 2011 to present other than those DOCUMENTS produced by any of the defendants in this litigation.

Request No. 44.

All of UNITED's tax returns provided to YOU other than those DOCUMENTS produced by any of the defendants in this litigation.

Request No. 45.

All of YOUR bank records from January 1, 2011 to present.

Request No. 46.

All of YOUR tax returns from January 1, 2011 to present.

Request No. 47.

All of YOUR IRS 1099 forms from January 1, 2011 to present.

Request No. 48.

All of YOUR K-1 forms from January 1, 2011 to present.

Request No. 49.

All of RAIJIN'S bank records from January 1, 2011 to present.

Request No. 50.

All of RAIJIN'S payroll records from September 9, 2016 to present.

Request No. 51.

All of RAIJIN'S tax returns from September 9, 2016 to present.

Request No. 52.

All of RAIJIN'S IRS 1099 forms from September 9, 2016 to present.

Request No. 53.

All of RAIJIN'S K-1 forms from September 9, 2016 to present.

Request No. 54.

All of RAIJIN'S profit and loss statements from September 9, 2016 to present.

Request No. 55.

All of RAIJIN'S balance sheets from September 9, 2016 to present.

Request No. 56.

All DOCUMENTS EVIDENCING any deposits into any RAIJIN bank account (including but not limited to deposit summaries) made by any of the defendants in this lawsuit from September 9, 2016 to present.

Request No. 57.

All employment agreements entered into by YOU and any entity involved in the martial arts business from August 3, 2006 to present.

Request No. 58.

All employment agreements entered into by RAIJIN and any entity involved in the martial arts business from August 3, 2006 to present.

Request No. 59.

All DOCUMENTS that EVIDENCE YOUR work for any entity in the martial arts business from August 3, 2006 to present.

Request No. 60.

All DOCUMENTS that EVIDENCE RAIJIN's work for any entity involved in the martial arts business from August 3, 2006 to present.

Request No. 61.

All DOCUMENTS EVIDENCING YOUR capital contribution(s) to UNITED from January 1, 2011 to present.

Request No. 62.

All DOCUMENTS EVIDENCING RAIJIN's capital contribution(s) to UNITED from January 1, 2011 to present.

1 **Request No. 63.**

2 All DOCUMENTS EVIDENCING any payments made by Stephen Sindoni to YOU from
3 August 3, 2006 to present.

4 **Request No. 64.**

5 All DOCUMENTS EVIDENCING any payments made by Stephen Sindoni to RAIJIN from
6 August 3, 2006 to present.

7 **Request No. 65.**

8 All DOCUMENTS SUPPORTING YOUR contention (if any) that YOU have authority over
9 UNITED's business decisions.

10 **Request No. 66.**

11 All DOCUMENTS SUPPORTING YOUR contention (if any) that YOU have the right to
12 determine whether distributions of UNITED'S net profits should be made.

13 **Request No. 67.**

14 All DOCUMENTS SUPPORTING YOUR contention (if any) that YOU have the right to
15 determine when distributions of UNITED'S net profits should be made.

16 **Request No. 68.**

17 All DOCUMENTS SUPPORTING YOUR contention (if any) that anyone other than
18 MUSASHI—UNITED's manager—has the exclusive discretion to determine whether distributions of
19 UNITED'S net profits should be made.

20 **Request No. 69.**

21 All DOCUMENTS SUPPORTING YOUR contention (if any) that anyone other than
22 MUSASHI—UNITED's manager—has the exclusive discretion to determine when distributions of
23 UNITED'S net profits should be made.

24 **Request No. 70.**

25 All DOCUMENTS SUPPORTING YOUR contention (if any) that RAIJIN has authority over
26 UNITED's business decisions.

Request No. 71.

All DOCUMENTS SUPPORTING YOUR contention (if any) that RAIJIN has the right to determine whether distributions of UNITED'S net profits should be made.

Request No. 72.

All DOCUMENTS SUPPORTING YOUR contention (if any) that RAIJIN has the right to determine when distributions of UNITED'S net profits should be made.

Request No. 73.

All DOCUMENTS SUPPORTING YOUR contention (if any) that MUSASHI's decision (as UNITED's manager) not to distribute UNITED'S net profits is a legal basis for judicial dissolution of UNITED.

Request No. 74.

All DOCUMENTS SUPPORTING YOUR contention (if any) that MUSASHI's decision (as UNITED's manager) not to distribute UNITED'S net profits when YOU maintain they should be distributed is a legal basis for judicial dissolution of UNITED.

Request No. 75.

All DOCUMENTS SUPPORTING YOUR contention (if any) that MUSASHI's decision (as UNITED's manager) not to distribute UNITED'S net profits when RAIJIN maintains they should be distributed is a legal basis for judicial dissolution of UNITED.

Request No. 76.

All DOCUMENTS SUPPORTING YOUR contention (if any) that termination of YOUR work as a karate instructor at UNITED is a legal basis for judicial dissolution of UNITED.

Request No. 77.

All DOCUMENTS SUPPORTING YOUR contention (if any) that UNITED was obligated to continue to allow YOU to work as a karate instructor at UNITED.

Request No. 78.

All DOCUMENTS SUPPORTING YOUR contention (if any) that the Operating Agreement governing UNITED required that YOU work as a karate instructor at UNITED.

Request No. 79.

All DOCUMENTS that EVIDENCE YOU are a member of UNITED.

Request No. 80.

All DOCUMENTS that EVIDENCE the amount of YOUR interest in UNITED.

Request No. 81.

All DOCUMENTS that EVIDENCE RAIJIN is a member of UNITED.

Request No. 82.

All DOCUMENTS that EVIDENCE the amount of RAIJIN's interest in UNITED.

Request No. 83.

All DOCUMENTS that support YOUR claim that YOU were not provided UNITED's books and records since the fall of 2020.

Request No. 84.

All DOCUMENTS that EVIDENCE YOUR request for UNITED's books and records at any time since January 1, 2020.

Request No. 85.

All DOCUMENTS that support YOUR claim that RAIJIN was not provided UNITED's books and records since the fall of 2020.

Request No. 86.

All DOCUMENTS that EVIDENCE RAIJIN's request for UNITED's books and records at any time since January 1, 2020.

Request No. 87.

All DOCUMENTS that support YOUR claim (if any) that MUSASHI has abused its authority as manager of UNITED.

Request No. 88.

All DOCUMENTS that support YOUR claim that any of the Defendants named in this case have been using UNITED funds to support and pay for goods and services for Defendants karate studio in Mission Viejo for which UNITED received no benefit, as alleged in paragraph 16 of the First Amended Complaint filed in this case.

1 **Request No. 89.**

2 All DOCUMENTS that support YOUR claim the decision of any of the Defendants named in
3 this case to put UNITED in default under its expired Franchise Agreement with United Studios of Self
4 Defense places UNITED in peril, as alleged in paragraph 18 of the First Amended Complaint filed in
5 this case.

6 **Request No. 90.**

7 All DOCUMENTS that support YOUR claim (if any) that the Franchise Agreement between
8 UNITED and United Studios of Self Defense is not expired.

9 **Request No. 91.**

10 All DOCUMENTS that support YOUR claim (if any) that the Franchise Agreement between
11 UNITED and United Studios of Self Defense is currently enforceable.

12 **Request No. 92.**

13 All DOCUMENTS SUPPORTING YOUR contention (if any) that UNITED has paid any
14 portion of its net profits to any of its members that were not equally paid to YOU.

15 **Request No. 93.**

16 All DOCUMENTS SUPPORTING YOUR contention (if any) that UNITED has paid any
17 portion of its net profits to any of its members that were not equally paid to RAIJIN.

18 **Request No. 94.**

19 All DOCUMENTS EVIDENCING any disbursements of any portion of UNITED's net profits
20 to any of its members since January 1, 2020.

21 **Request No. 95.**

22 All DOCUMENTS SUPPORTING YOUR contention (if any) that YOU did not contact
23 UNITED's clients (including UNITED's clients' legal guardians) after UNITED terminated YOUR
24 services as a martial arts instructor in November 2021.

25 **Request No. 96.**

26 All DOCUMENTS SUPPORTING YOUR contention (if any) that YOU did not attempt to
27 persuade UNITED's clients (including UNITED clients' legal guardians) to terminate their
28

relationship with UNITED and retain YOUR services as a martial arts instructor at another dojo after UNITED terminated YOUR services in November 2021.

Request No. 97.

All DOCUMENTS SUPPORTING YOUR contention (if any) that YOU did not persuade UNITED's clients (including UNITED clients' legal guardians) to terminate their relationship with UNITED and retain YOUR services as a martial arts instructor at another dojo after UNITED terminated YOUR services in November 2021.

Request No. 98.

All DOCUMENTS SUPPORTING YOUR contention (if any) that UNITED did not lose profits after UNITED's prior clients (or their legal guardians) retained YOUR services at another dojo after UNITED terminated YOUR services as a martial arts instructor in November 2021.

Request No. 99.

All DOCUMENTS SUPPORTING YOUR contention (if any) that UNITED owes YOU money.

Request No. 100.

All DOCUMENTS SUPPORTING YOUR contention (if any) that MUSASHI owes YOU money.

Request No. 101.

All DOCUMENTS SUPPORTING YOUR contention (if any) that any of the Defendants in this case owe YOU money.

Request No. 102.

All DOCUMENTS SUPPORTING YOUR contention (if any) that UNITED owes RAIJIN money.

Request No. 103.

All DOCUMENTS SUPPORTING YOUR contention (if any) that MUSASHI owes RAIJIN money.

Request No. 104.

All DOCUMENTS SUPPORTING YOUR contention (if any) that any of the Defendants in this case owe RAIJIN money.

Request No. 105.

All DOCUMENTS SUPPORTING YOUR contention that UNITED should be dissolved.

Request No. 106.

All DOCUMENTS SUPPORTING RAIJIN's contention that UNITED should be dissolved.

Request No. 107.

All DOCUMENTS (note that the definition of "DOCUMENTS" includes "COMMUNICATIONS") that REFER OR RELATE TO YOUR claims against UNITED in this case.

Request No. 108.

All DOCUMENTS (note that the definition of "DOCUMENTS" includes "COMMUNICATIONS") that REFER OR RELATE TO YOUR claims against MUSASHI in this case.

Request No. 109.

All DOCUMENTS (note that the definition of "DOCUMENTS" includes "COMMUNICATIONS") that REFER OR RELATE TO YOUR claims against Matthew Mattera in this case.

Request No. 110.

All DOCUMENTS (note that the definition of "DOCUMENTS" includes "COMMUNICATIONS") that REFER OR RELATE TO YOUR claims against Matthew Shapiro in this case.

Request No. 111.

All DOCUMENTS (note that the definition of "DOCUMENTS" includes "COMMUNICATIONS") that REFER OR RELATE TO YOUR claims against United Shapiro Corporation in this case.

1 **Request No. 112.**

2 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
3 “COMMUNICATIONS”) that REFER OR RELATE TO RAIJN’s claims against UNITED in this
4 case.

5 **Request No. 113.**

6 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
7 “COMMUNICATIONS”) that REFER OR RELATE TO RAIJN’s claims against MUSASHI in this
8 case.

9 **Request No. 114.**

10 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
11 “COMMUNICATIONS”) that REFER OR RELATE TO RAIJN’s claims against Matthew Mattera in
12 this case.

13 **Request No. 115.**

14 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
15 “COMMUNICATIONS”) that REFER OR RELATE TO RAIJN’s claims against Matthew Shapiro in
16 this case.

17 **Request No. 116.**

18 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
19 “COMMUNICATIONS”) that REFER OR RELATE TO RAIJN’s claims against United Shapiro
20 Corporation in this case.

21 **Request No. 117.**

22 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
23 “COMMUNICATIONS”) that REFER OR RELATE TO YOUR failure to participate in the arbitration
24 of Orange County Superior Court Case No. 30-2021-01181338-CU-BC-CJC (the “FIRST CASE”).

25 **Request No. 118.**

26 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
27 “COMMUNICATIONS”) that REFER OR RELATE TO RAIJIN’s failure to participate in arbitration
28 of the FIRST CASE.

1 **Request No. 119.**

2 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
3 “COMMUNICATIONS”) that REFER OR RELATE TO the reason for YOUR failure to participate in
4 the arbitration of Orange County Superior Court Case No. 30-2021-01181338-CU-BC-CJC (the
5 “FIRST CASE”).

6 **Request No. 120.**

7 All DOCUMENTS (note that the definition of “DOCUMENTS” includes
8 “COMMUNICATIONS”) that REFER OR RELATE TO the reason for RAIJIN’s failure to participate
9 in arbitration of the FIRST CASE.

10 **Request No. 121.**


11 All DOCUMENTS that support that YOU are entitled to the relief YOU seek in this case.

12 **Request No. 122.**

13 All DOCUMENTS that support that RAIJIN is entitled to the relief it seeks in this case.
14

15 Dated: January 24, 2024

MBK CHAPMAN PC

17
18 By: 
19 JASON K. BOSS
20 Attorneys for Defendants United Studios FR, LLC
21 and Musashi & Associates, Inc.
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PROOF OF SERVICE

Anthony Cordero v. United Studios FR, LLC, et al.

Case No. 30-2021-01230615-CU-MC-WJC

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 120 Vantis Drive, Suite 500, Aliso Viejo, CA 92656.

On January 24, 2024, I served the foregoing document described as follows:

SECOND AMENDED NOTICE OF TAKING DEPOSITION OF PLAINTIFF ANTHONY CORDERO AND DEMAND FOR PRODUCTION OF DOCUMENTS

BY EMAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from email address kgarcia@mbkchapman.com to the person(s) at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Michael W. Caspino, Esq.
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Attorneys for Plaintiffs
ANTHONY CORDERO and RAIJIN INC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on January 24, 2024, at Aliso Viejo, California.

/s/ Karla Garcia

Karla Garcia