

J. Robin Lindley
Laura Gleen
BUCK KEENAN, LLP
2229 San Felipe, Suite 1000
Houston, Texas 77019

Hudson M. Jobe
JOBE LAW PLLC
6060 North Central Expressway, Suite 500
Dallas, TX 75206

COUNSEL TO SADDLEBACK
VALLEY COMMUNITY CHURCH

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Chapter 11
	§	
VISION2SYSTEMS LLC	§	Case No. 25-40583-11
	§	
Debtor.	§	

NO HEARING WILL BE CONDUCTED HEREON UNLESS A WRITTEN RESPONSE IS FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT LOCATED IN THE ELDON B. MAHON U.S. COURTHOUSE, 501 W. 10th ST., FORT WORTH, TX 76102-3643, BEFORE CLOSE OF BUSINESS ON APRIL 2, 2025, WHICH IS AT LEAST 21 DAYS FROM THE DATE OF SERVICE HEREOF.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK, AND A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY PRIOR TO THE DATE AND TIME SET FORTH HEREIN. IF A RESPONSE IS FILED A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY.

IF NO HEARING ON SUCH NOTICE OR MOTION IS TIMELY REQUESTED, THE RELIEF REQUESTED SHALL BE DEEMED TO BE UNOPPOSED, AND THE COURT MAY ENTER AN ORDER GRANTING THE RELIEF SOUGHT OR THE NOTICED ACTION MAY BE TAKEN.

**SADDLEBACK VALLEY COMMUNITY CHURCH'S
MOTION FOR RULE 2004 EXAMINATION OF THE DEBTOR AND ITS OFFICERS**

Saddleback Valley Community Church ("Saddleback Church") files this Motion for Rule 2004 Examination of the Debtor and its Officers (the "Motion"), respectfully stating as follows:

SUMMARY

1. Vision2Systems, LLC (the “Debtor”) had a single business purpose – to provide an online app that certain church members could use to fund their tithes to their church. The obvious central function of this app would require the Debtor to properly account for and timely transmit these tithes. The Debtor, by its own admissions, failed to fulfill this purpose by failing to remit approximately \$5 million to churches for their members’ 2023 and 2024 tithes, because of alleged overpayments the Debtor now claims to have made to churches going back 12 years. At the same time, the Debtor has consistently resisted providing the underlying accounting data (electronic data and banking records) to the churches to analyze on their own.

2. Saddleback Church filed suit in federal district court against the Debtor and its 2 principals (Carl Tierney and Paul Baldwin) alleging, among other things, that they: (1) breached fiduciary duties that they owed directly to Saddleback Valley Community Church due to being entrusted with its funds; (2) engaged in a conspiracy against Saddleback Valley Community Church; and (3) made misrepresentations directly to Saddleback Valley Community Church. In connection with this litigation, Saddleback Church sought, and the defendants resisted providing, financial information essential to investigating the use and disposition of Saddleback Church’s tithes. After motion practice, the federal district court outlined appropriate protective order provisions to facilitate the production of this financial information. In response, the Debtor filed the instant bankruptcy case.

PRE-SUIT BACKGROUND

3. In 2012, when the Debtor was in its infancy, Saddleback Church entered into a contract for it to collect, process, and transfer tithe donations to Saddleback Church. *See* Contract, attached as Exhibit 1.

4. As a fee for collecting, processing, and transferring tithe donations to Saddleback Church, the Debtor retained a per-transaction fee and a percentage of each donation. *Id.*

5. For roughly a dozen years, Saddleback Church relied on the Debtor to collect, process, and transfer donations and, as far as Saddleback Church was aware, the Debtor was doing so in accordance with their agreement.

6. In late 2023, Saddleback Church encountered intermittent problems with the Debtor's processing of donations, ranging from checks not being processed to monies taking too long to be deposited with the Church. *See* Dkt. 10 in Main Bankruptcy Case, at ¶ 24. The Debtor and its principals claimed they had problems with their bank processor but assured Saddleback Church that they were working to solve the problems. But the number and amount of donations collected by the Debtor but not processed and paid to Saddleback Church kept increasing.

7. In February 2024, Saddleback Church informed the Debtor that it would be ending its relationship with the Debtor and contracting instead with Tithe.ly, which also offers tithe processing services.

8. The transition took approximately six months from when Saddleback Church told the Debtor it was leaving. Carl Tierney assured the Church that he was working to get payments up to date soon. *See* Text Exchange Between C. Tierney and S. Johnson, attached as Exhibit 2. On September 11, 2024, Tithe.ly officially began processing the Saddleback Church's donations.

9. Only after Saddleback Church fully transitioned to Tithe.ly did Carl Tierney tell Saddleback Church that their account was a low priority for himself and the Debtor, despite the millions of dollars in unprocessed donations. *See* Exhibit 2, at 4-5.

10. While the Debtor had failed to process some donations on behalf of Saddleback Church until that point, the amount of unprocessed donations ballooned once Saddleback Church announced it was terminating the relationship. As of October 24, 2024, based on the records

provided by the Debtor to Saddleback Church, the Debtor had failed to transfer at least \$2,621,178.38 to Saddleback Church. That is, the Debtor has collected those donated funds from Saddleback Church's donors, but has retained them, rather than transferring them to Saddleback Church, to whom they belong.

11. Saddleback Church received \$398,092 from the Debtor in August and September 2024, but without corresponding donor information. Saddleback Church therefore does not know how to attribute this amount against the list of almost 7,000 Saddleback Church donations which, per the Debtor own records, were still "in transit" in October 2024.

12. In September 2024, the Debtor announced to Saddleback Church and others that it was shuttering its operations. *See* Notice, attached as Exhibit 3. The Debtor and its principals stated they would be recommending all accounts be transferred to Tithe.ly – the same service provider selected by Saddleback Church as a replacement service. *Id.* No reasons were given in that announcement for the Debtor's shutting down, and nothing was said about the millions of dollars of donations the Debtor had failed to process. *Id.*

13. In fact, Saddleback Church only learned that Debtor has known about its serious problems with processing of donations since October 2023 when Debtor admitted it in these bankruptcy proceedings. Dkt. 10 in Main Bankruptcy Case, at ¶ 24. Despite identifying cash flow shortfalls, a decade of alleged over-settlement of transactions, mistakes in processing credit card payments and more, the Debtor and its members said nothing, and accepted tens of millions more dollars of Saddleback Church's donations to ostensibly be processed by their error-riddled platform, further exacerbating the problem. *See id.*

14. Per the Debtor's own admissions, it failed for over a decade to have rigorous enough accounting practices to identify millions of dollars of mishandled funds. Once it finally identified multiple serious problems, the Debtor and its principals said nothing to any of the

hundreds of churches which trusted and relied on the company to handle their funds. Instead, it allowed them to risk millions more dollars in donations by processing them through the Debtor's faulty system.

DISCOVERY AND PROTECTIVE ORDER BACKGROUND

15. As other churches had done in the weeks prior, Saddleback Church brought suit against the Debtor and its members Carl Tierney and Paul Baldwin on October 28, 2024 (Case No. 3:24-cv-02700, pending in the Northern District of Texas, the "District Court Case" or "Dist. Ct.").

16. Since the District Court Case was filed, instead of working to provide the raw data and other readily available information requested by Saddleback Church and other similarly-situated churches, the Debtor has been manipulating its accounting data in a supposed "reconciliation" of all the errors allegedly created by its software and undiscovered by those whose sole responsibility was to ensure the safe passage of funds from donors to recipient churches. Dkt. 10 in Main Bankruptcy Case, *passim*.

17. Quite understandably, Saddleback Church lacks confidence in any data manipulation performed Mr. Tierney – the very individual on whose watch millions of dollars have been mishandled. "I broke it, trust me to fix it," has never been acceptable to Saddleback Church, so from the very first days of the litigation, it repeatedly asked for the unadulterated data regarding its own donors and funds from the Debtor.

18. The Debtor and its principals kept insisting they would provide this data, and that their goal was to be "open kimono." They have been anything but.

19. Saddleback Church wanted to include the provision of certain data in an agreed preliminary injunction, but the Debtor reassured the church that this was unnecessary, as it would provide that data willingly. *See* November 4, 2025, email thread and attachment, attached as

Exhibit 4 (attachment showing the Debtor redlines on agreed protective order, removing requirements for production of documents). It did not.

20. Saddleback Church wanted to move for expedited discovery but, again, the Debtor reassured Saddleback Church that this was not necessary. *See e.g.* November 18, 2025, email thread, attached as Exhibit 5. Apparently, it was.

21. Then, as soon as formal discovery was served and this “hold off, we’ll get it to you,” tactic was no longer viable, the Debtor began demanding extraordinary protections for the data, which would effectively prevent Saddleback Church and its support team from actually receiving and reviewing it. *See e.g.* January 14, 2025, email thread, attached as Exhibit 6.

22. Saddleback Church served discovery requests on the Debtor and its members on the very first workday after the Rule 26(f) conference, asking for the same basic information it had requested all along. *See Saddleback Church First Discovery Requests*, attached as Exhibit 7.

23. Debtor asked for an extension, to which Saddleback Church agreed on condition that the parties work together to get a protective order in place so that the documents could actually be produced by the revised deadline. December 30, 2025, email thread, attached as Exhibit 8.

24. Again and again, Saddleback Church asked the Debtor for a draft protective order which would satisfy its concerns. Again and again, the Debtor failed to provide it. *See* January 14, 2025, email thread and attachment, attached as Exhibit 9; January 20, 2025, email, attached as Exhibit 10.

25. On January 23rd, the Debtor and its managers served their responses to Saddleback Church’s initial discovery requests. *See Responses to Saddleback Church’s Initial Discovery Requests*, attached as Exhibit 11. Most requests for production garnered lengthy objections based on the need for a protective order, but not all did. *Id.* Neither the Debtor nor its managers ever

produced the majority documents which they agreed in those responses to produce without a protective order.

26. On January 24th, instead of sharing edits to the proposed order as it had said it would, the Debtor filed a motion for protective order (without attaching a proposed order). Dist. Ct. Dkt. 25.

27. In response, the district court ordered the parties to meet and confer and submit a joint report and joint proposed order. Dist. Ct. Dkt. 27.

28. Upon Saddleback Church's request, the Debtor said it would share a proposed PO by the end of the week. *See* January 29, 2025, email, attached as Exhibit 12. This did not happen. Instead, the Debtor sent a "working draft" proposal 45 minutes before the parties had agreed to meet and confer per the district court's order. *See* February 3, 2025, email, attached as Exhibit 13.

29. That proposal sought to impose fiduciary duties on documents recipients, required recipients to accept indemnity obligations, and required compliance with a whole laundry list of statutes related to data protection. *Id.*, at 12-14. These impossibly burdensome demands were unacceptable to both Saddleback Church and the experts it had been working with. Importantly, those experts, who are well-versed in litigation, bankruptcy, sensitive data and its protection, and protective orders, made clear they had never seen, and would not agree to be bound by, such indemnity provisions.

30. The parties submitted duelling protective orders to the district court, and briefed their reasoning. Dist. Ct. Dkt. 34, and attachments. The Debtor had a full opportunity to explain to the district judge why it wanted such extraordinary protections, and Saddleback Church explained why they were neither necessary nor appropriate. *Id.*

31. On February 10th, having considered this fully briefed issue, the district court issued a protective order which did not contain any indemnity requirements, or any of the other

extraordinary relief the Debtor and its members had been demanding. Dist. Ct. Dkt. 34. There were now no more excuses for the Debtor to fail to produce the requested information.

32. On February 13th, the Debtor said it did not intend to appeal this order and assured Saddleback Church that it was working to get Saddleback Church the information Saddleback Church had been requesting since October, “as we have always intended to do.” *See* February 13, 2025, email thread, attached as Exhibit 14.

33. Once again, the Debtor reneged on its assurances. Rather than providing any of the documents which Saddleback Church had been requesting for four months, which Vision2 had said countless times it intended to produce, some of which the Debtor said it would provide without a protective order, and all of which was now protected under a court-issued PO, the Debtor responded to the issuance of the protective order by filing for bankruptcy nine days later.

RELIEF REQUESTED

34. Rule 2004 provides that, “[o]n motion of any party in interest, the court may order the examination of any entity.” Fed. R. Bankr. P. 2004(a) (emphasis added). *See also In re Fearn*, 96 B.R. 135, 138 (Bankr. S.D. Ohio 1989) (the “examination is not limited to the debtor or his agents, but may properly extend to creditors and third parties who have had dealings with the debtor”); *In re GHR Energy Corp.*, 35 B.R. 534, 537 (Bankr. D. Mass. 1983); *In re Maidman*, 2 B.R. 18, 18-19 (Bankr. S.D. Fla. 1979). The scope of the Rule 2004 examination “may relate only to the acts, conduct, or property or to the liabilities and financial condition of the debtor, or to any matter which may affect the administration of the debtor’s estate, or to the debtor’s right to a discharge.” Fed. R. Bankr. P. 2004(b). “The purpose of a Rule 2004 examination is to determine the condition, extent, and location of the debtor’s estate in order to maximize distribution to unsecured creditors.” *In re Lufkin*, 255 B.R. 204, 208 (Bankr. E.D. Tenn. 2000).

35. The scope of a Rule 2004 examination is “extremely broad,” and has even been

likened by some courts to a “lawful ‘fishing expedition.’” *Id.* (quoting *Bank One, Columbus, N.A. v. Hammond (In re Hammond)*, 140 B.R. 197, 201 (S.D. Ohio 1992)). “The scope of [a] Rule 2004 examination is ‘unfettered and broad.’ Its purpose is to facilitate the discovery of assets and the unearthing of frauds and has been likened to a quick ‘fishing expedition’ into general matters and issues regarding the administration of the bankruptcy case.” *In re Bakalis*, 199 B.R. 443, 447 (Bankr. E.D.N.Y. 1996) (quoting *In re GHR Energy Corp.*, 33 B.R. 451, 453 (Bankr. D. Mass. 1983)). The standard for granting a Rule 2004 examination is whether the movant has established “good cause.” *In re Hammond*, 140 B.R. 197, 201 (S.D. Ohio 1992).

36. Here, good cause exists for ordering the discovery. The information Saddleback Church is requesting now is the same type of information it has been asking for since the outset of the District Court case, and which Vision2 repeatedly reassured Saddleback Church it was willing to provide and working to gather. These new requests differ from Saddleback Church’s original requests is that they are now expanded to cover all the church clients and transactions which Vision2 claims were affected by its errors, rather than just relating to Saddleback Church, and extends as far back as Vision2 claims it had these errors, rather than just the time period during which Saddleback Church failed to receive payments from Vision2. There should be no surprises here and no undue burden: everything being requested should have been gathered by Vision2 as soon as the first claim against it was filed last summer.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Saddleback Church respectfully requests that the Court enter an Order compelling the production pursuant to the Order attached as Exhibit “A” hereto and granting Saddleback Church such other relief, general or special, at law or in equity, as may be appropriate.

Respectfully submitted,

JOBE LAW PLLC

By: /s/ Hudson M. Jobe

Hudson M. Jobe
Texas Bar No. 24041189
6060 North Central Expressway, Suite 500
Dallas, TX 75206
(214) 807-0563
hjobe@jobelawpllc.com

BUCK KEENAN, LLP

J. Robin Lindley
State Bar No. 12366100
lindley@buckkeenan.com
Laura Gleen
State Bar No. 24085329
lgleen@buckkeenan.com
2229 San Felipe, Suite 1000
Houston, Texas 77019
(713) 225-4500
(713) 225-3719 (Fax)

**COUNSEL TO SADDLEBACK VALLEY
COMMUNITY CHURCH**

CERTIFICATE OF CONFERENCE

Pursuant to LBR 2004-1, prior to filing this request, I conferred with Debtor's counsel regarding the Debtor's position on the discovery and protective order terms. I was advised to file the Motion for 2004 Examination and that the Debtor would respond in due course. It is therefore unknown whether and to what extent the Debtor is opposed to the relief requested.

/s/ Hudson M. Jobe
Hudson M. Jobe

CERTIFICATE OF SERVICE

I hereby certify that on March 12, 2025, a true and correct copy of the foregoing was served via the Court's ECF system on the debtor, debtor's counsel, the United States Trustee, and, all parties that have appeared and requested notice.

/s/ Hudson M. Jobe
Hudson M. Jobe

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Chapter 11
	§	
VISION2SYSTEMS LLC	§	Case No. 25-40583-11
	§	
Debtor.	§	

**ORDER GRANTING SADDLEBACK VALLEY COMMUNITY CHURCH'S
MOTION FOR RULE 2004 EXAMINATION OF THE DEBTOR AND ITS OFFICERS**

On this day came for consideration Motion for Rule 2004 Examination of the Debtor and its Officers (the "Motion") filed by Saddleback Valley Community Church ("Saddleback Church"), as well as any objections thereto. Having considered the Motion, the record in this case, and arguments of counsel, and finding that service and notice thereof was sufficient and appropriate under the circumstances, the Court hereby finds that the Motion should be granted as set forth herein. IT IS THEREFORE

ORDERED that within ____ days of the entry of this Order, the Debtor, Carl Tierney, and Paul Baldwin shall provide responsive material to the **Discovery Request** below. The responding parties shall identify all documents that are available in both physical and electronic format, and initially provide only the electronic version. The responding parties should further identify electronic data that is available in more than one format, and provide all formats; it is further

ORDERED that the production shall be limited to those items in the responding parties' possession, custody, or control, and shall be subject to the other applicable limits of the Federal Rules of Civil Procedure, including but not limited to, the responding parties' rights to respond to the Interrogatory pursuant to Federal Rule of Civil Procedure 33(d); it is further

ORDERED that the parties shall work in good faith to coordinate production, it is further
ORDERED that the production shall be subject to the following Protective Order:

PROTECTIVE ORDER

Proceedings and Information Governed.

1. This Order (“Protective Order”) is made under Fed. R. Civ. P. 26(c). It governs any document, information, or other thing furnished by any party to any other party, and it includes any nonparty who receives a subpoena in connection with this action. The information protected includes, but is not limited to: answers to interrogatories; answers to requests for admission; responses to requests for production of documents; deposition transcripts and videotapes; deposition exhibits; and other writings or things produced, given or filed in this action that are designated by a party as “Confidential Information” or “Confidential Attorney Eyes Only Information” in accordance with the terms of this Protective Order, as well as to any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information.

Designation and Maintenance of Information.

2. For purposes of this Protective Order,

(a) the “Confidential Information” designation means that the document is comprised of trade secrets or commercial information that is not publicly known and is of technical or commercial advantage to its possessor, in accordance with Fed. R. Civ. P. 26(c)(7), or other information required by law or agreement to be kept confidential and

(b) the “Confidential Attorney Eyes Only” designation means that the document is comprised of information that the producing party deems especially sensitive, which may include, but is not limited to, confidential research and development, financial, technical, marketing, or any other sensitive trade secret information.

(c) Confidential Information and Confidential Attorney Eyes Only Information does not include, and this Protective Order does not apply to, information that is already in the knowledge or possession of the party to whom disclosure is made unless that party is already bound by agreement not to disclose such information, or information that has been disclosed to the public or third persons in a manner making such information no longer confidential.

3. Documents and things produced during the course of this litigation within the scope of paragraph 2(a) above, may be designated by the producing party as containing Confidential Information by placing on each page and each thing a legend, or otherwise conspicuously designating electronically stored information, substantially as follows:

CONFIDENTIAL INFORMATION SUBJECT TO PROTECTIVE ORDER

Documents and things produced during the course of this litigation within the scope of paragraph 2(b) above may be designated by the producing party as containing Confidential Attorney Eyes Only Information by placing on each page and each thing a legend, or otherwise conspicuously designating electronically stored information, substantially as follows:

**CONFIDENTIAL ATTORNEY EYES ONLY INFORMATION
SUBJECT TO PROTECTIVE ORDER**

A party may designate information disclosed at a deposition as Confidential Information or Confidential Attorney Eyes Only Information by requesting the reporter to so designate the transcript or any portion of the transcript at the time of the deposition. If no such designation is made at the time of the deposition, any party will have 14 calendar days after the date of the deposition to designate, in writing to the other parties and to the court reporter, whether the transcript or a portion thereof is to be designated as Confidential Information or Confidential

Attorneys Eyes Only Information. If no such designation is made at the deposition or within this 14 calendar day period (during which period, the transcript must be treated as Confidential Attorneys Eyes Only Information, unless the disclosing party consents to less confidential treatment of the information), the entire deposition will be considered devoid of Confidential Information or Confidential Attorneys Eyes Only Information. Each party and the court reporter must attach a copy of any final and timely written designation notice to the transcript and each copy of the transcript in its possession, custody or control, and the portions designated in such notice must thereafter be treated in accordance with this Protective Order. It is the responsibility of counsel for each party to maintain materials containing Confidential Information or Confidential Attorney Eyes Only Information in a secure manner and appropriately identified so as to allow access to such information only to such persons and under such terms as is permitted under this Protective Order.

Inadvertent Failure to Designate.

4. The inadvertent failure to designate or withhold any information as confidential or privileged will not be deemed to waive a later claim as to its confidential or privileged nature, or to stop the producing party from designating such information as confidential at a later date in writing and with particularity. The information must be treated by the receiving party as confidential from the time the receiving party is notified in writing of the change in the designation.

Challenge to Designations.

5. A receiving party may challenge a producing party's designation at any time. Any receiving party disagreeing with a designation may request in writing that the producing party change the designation. The producing party will then have 10 business days after receipt of a challenge notice to advise the receiving party whether or not it will change the designation. If the

parties are unable to reach agreement after the expiration of this 10-business-day time-frame, and after the conference required under N.D. Tex. L.R. 7. 1(a), the receiving party may at any time thereafter seek an order to alter the confidential status of the designated information. Until any dispute under this paragraph is ruled upon by the presiding judge, the designation will remain in full force and effect, and the information will continue to be accorded the confidential treatment required by this Protective Order.

Disclosure and Use of Confidential Information.

6. Information designated as Confidential Information or Confidential Attorney Eyes Only Information may only be used for purposes of preparation, trial, and appeal of this action. Confidential Information or Confidential Attorney Eyes Only Information may not be used under any circumstances for any other purpose.

7. Subject to ¶ 9 below, Confidential Information may be disclosed by the receiving party only to the following individuals, provided that such individuals are informed of the terms of this Protective Order: (a) two employees of the receiving party who are required in good faith to provide assistance in the conduct of this litigation, including any settlement discussions, and who are identified as such in writing to counsel for the designating party in advance of the disclosure; (b) two in-house counsel who are identified by the receiving party; (c) outside counsel for the receiving party; (d) supporting personnel employed by (b) and (c) assigned responsibility in connection with this litigation, such as paralegals, legal secretaries, data entry clerks, legal clerks, and private photocopying services; (e) experts or consultants assigned responsibility in connection with this litigation; and (f) any persons requested by counsel to furnish services in connection with this litigation such as document coding, image scanning, mock trial, jury profiling,

translation services, court reporting services, demonstrative exhibit preparation, or the creation of any computer database from documents.

8. Subject to ¶ 9 below, Confidential Attorney Eyes Only Information may be disclosed by the receiving party only to the following individuals, provided that such individuals are informed of the terms of this Protective Order: (a) outside counsel for the receiving party; (b) supporting personnel employed by outside counsel and assigned responsibility in connection with this litigation, such as paralegals, legal secretaries, data entry clerks, legal clerks, private photocopying services; (c) experts or consultants assigned responsibility in connection with this litigation; and (d) individuals designated in ¶ 11(c).

9. Further, prior to disclosing Confidential Information or Confidential Attorney Eyes Only Information to a receiving party's proposed expert, consultant, or employees, the receiving party must provide to the producing party a signed Confidentiality Agreement in the form attached as Exhibit A, the resume or curriculum vitae of the proposed expert or consultant, the expert or consultant's business affiliation, and any current and past consulting relationships in the industry. The producing party will thereafter have 10 business days from receipt of the Confidentiality Agreement to object to any proposed individual's receipt of information designated as confidential. The objection must be made for good cause and in writing, stating with particularity the reasons for the objection. Failure to object within 10 business days constitutes assent to the disclosure under the terms of this Protective Order. If the parties are unable to resolve any objection, the party proposing the disclosure may apply to the presiding judge to resolve the matter. There will be no disclosure to any proposed individual during the 10-business-day objection period, unless that period is waived by the producing party, or if any objection is made, until the parties have resolved the objection, or the presiding judge has ruled upon any resultant motion.

10. Counsel is responsible for the adherence by third-party vendors to the terms and conditions of this Protective Order. Counsel's receipt of a signed Confidentiality Agreement in the form attached as Exhibit B from a third-party vendor is prima facie evidence of counsel's fulfillment of responsibility with respect to that vendor.

11. Confidential Information or Confidential Attorney Eyes Only Information may be disclosed to a person who is not already allowed access to such information under this Protective Order if:

(a) the information was previously received or authored by the person or was authored or received by a director, officer, employee, or agent of the organization or entity for which the person is testifying as a designee under Fed. R. Civ. P. 30(b)(6);

(b) the designating party is the person or is a party for whom the person is a director, officer, employee, consultant, or agent; or

(c) counsel for the party designating the material agrees that the material may be disclosed to the person.

In the event of disclosure under this paragraph, only the reporter, the person, his or her counsel, the presiding judge, and persons to whom disclosure may be made and who are bound by this Protective Order, may be present during the disclosure or discussion of Confidential information. Disclosure of material pursuant to this paragraph does not constitute a waiver of the confidential status of the material so disclosed.

Nonparty Information.

12. The existence of this Protective Order must be disclosed to any person producing documents, tangible things, or testimony in this action who may reasonably be expected to desire

confidential treatment for such documents, tangible things, or testimony. Any such person may designate documents, tangible things, or testimony confidential pursuant to this Protective Order.

Filing Documents with the Court.

13. If any party wishes to submit Confidential Information to the court, the submission must be filed only under seal on CM/ECF if filed electronically or if filed in hard copy in a sealed envelope bearing the caption of this action and a notice in the following form:

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Chapter 11
	§	
VISION2SYSTEMS LLC	§	Case No. 25-40583-11
	§	
Debtor.	§	

CONFIDENTIAL INFORMATION

**This envelope, which is being filed under seal,
contains documents that are subject to a Protective Order
governing the use of confidential discovery material.**

No Prejudice.

14. Producing or receiving confidential information, or otherwise complying with the terms of this Protective Order, will not:

- a) operate as an admission by any party that any particular Confidential Information contains or reflects trade secrets or any other type of confidential or proprietary information;
- b) prejudice the rights of a party to object to the production of information or material that the party does not consider to be within the scope of discovery;
- c) prejudice the rights of a party to seek a determination by the presiding judge that particular materials be produced;
- d) prejudice the rights of a party to apply to the presiding judge for further protective orders; or
- e) prevent the parties from agreeing in writing to alter or waive the provisions or protections provided for in this Protective Order with respect to any particular information or material.

Personally Identifying Information.

15. Any personally identifying information (“PII”) exchanged in discovery shall be maintained by the persons or parties who receive such information pursuant to the terms of this Protective Order in a manner that is secure and confidential. In the event that the person receiving PII experiences an unauthorized disclosure or exfiltration of the PII, the person or party shall promptly notify the producing party and cooperate with the producing party to address and remedy the unauthorized disclosure or exfiltration. Nothing in this Protective Order precludes the producing party from asserting legal claims or constitutes waiver of legal rights or defenses in the event of litigation arising out of a failure to appropriately protect PII from unauthorized disclosure or exfiltration.

Conclusion of Litigation.

16. Within ninety calendar days after final judgment in this action, including the exhaustion of all appeals, or within ninety calendar days after dismissal pursuant to a settlement agreement, each party or other person subject to the terms of this Protective Order is under an obligation to destroy or return to the producing party all materials and documents containing Confidential Information or Confidential Attorney Eyes Only Information, and to certify to the producing party that this destruction or return has been done. However, outside counsel for any party is entitled to retain all court papers, trial transcripts, exhibits, and attorney work provided that any such materials are maintained and protected in accordance with the terms of this Protective Order.

Other Proceedings.

17. By entering this Protective Order and limiting the disclosure of information in this case, the presiding judge does not intend to preclude another court from finding that information

may be relevant and subject to disclosure in another case. Any person or party subject to this Protective Order who may be subject to a motion requiring disclosure of another party's information designated confidential pursuant to this Protective Order must promptly notify that party of the motion in writing so the party may have an opportunity to appear and be heard on whether that information should be ordered disclosed.

Remedies.

18. It is Ordered that this Protective Order will be enforced by the sanctions set forth in Fed. R. Civ. P. 37(b) and any other sanctions as may be available to the presiding judge, including the power to hold parties or other violators of this Protective Order in contempt. All other remedies available to any person injured by a violation of this Protective Order are fully reserved.

19. Any party may petition the presiding judge for good cause shown if the party desires relief from a term or condition of this Protective Order.

Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Chapter 11
	§	
VISION2SYSTEMS LLC	§	Case No. 25-40583-11
	§	
Debtor.	§	

**CONFIDENTIALITY AGREEMENT FOR
EXPERT, CONSULTANT, OR EMPLOYEE OF ANY PARTY**

I hereby affirm that:

Information, including documents and things, designated as “Confidential Information” or “Confidential Attorney Eyes Only Information” as defined in the Protective Order entered in the above-captioned action, is being provided to me pursuant to the terms and restrictions of the Protective Order.

I have been given a copy of and have read the Protective Order.

I am familiar with the terms of the Protective Order, and I agree to comply with and be bound by its terms.

I submit to the jurisdiction of the United States District Court for the Northern District of Texas for enforcement of the Protective Order.

I agree not to use any Confidential Information or Confidential Attorney Eyes Only Information disclosed to me pursuant to the Protective Order except for purposes of the above-captioned litigation and to not disclose any of this information to persons other than those specifically authorized by the Protective Order, without the express written consent of the party who designated the information as confidential or by order of the presiding judge.

I agree to notify any stenographic, clerical, or technical personnel who assists me of the terms of this Protective Order and of its binding effect on them and me.

I understand that I am to retain all documents or materials designated as or containing Confidential Information or Confidential Attorney Eyes Only Information in a secure manner, and that all such documents and materials are to remain in my personal custody until the completion of my assigned duties in this matter, whereupon all such documents and materials, including all copies thereof, and any writings prepared by me containing any Confidential Information or Confidential Attorney Eyes Only Information are to be returned to counsel who provided me with such documents and materials.

I recognize that the information disclosed to me may contain sensitive or confidential personally identifiable information (“PII”). I will take reasonable measures to safeguard such PII from unauthorized disclosure and understand that there may be legal ramifications if I fail to do so.

Signed

Printed Name

Date

Exhibit B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:	§	Chapter 11
	§	
VISION2SYSTEMS LLC	§	Case No. 25-40583-11
	§	
Debtor.	§	

CONFIDENTIALITY AGREEMENT FOR THIRD-PARTY VENDORS

I hereby affirm that:

Information, including documents and things, designated as “Confidential Information” or “Confidential Attorney Eyes Only Information” as defined in the Protective Order entered in the above-captioned action, is being provided to me pursuant to the terms and restrictions of the Protective Order.

I have been given a copy of and have read the Protective Order.

I am familiar with the terms of the Protective Order, and I agree to comply with and to be bound by its terms.

I submit to the jurisdiction of the United States District Court for the Northern District of Texas for enforcement of the Protective Order.

I agree to not use any Confidential Information or Confidential Attorney Eyes Only Information disclosed to me pursuant to the Protective Order except for purposes of the above-captioned litigation and not to disclose any of this information to persons other than those specifically authorized by the Protective Order, without the express written consent of the party who designated the information as confidential or by order of the presiding judge.

I recognize that the information disclosed to me may contain sensitive or confidential personally identifiable information (“PII”). I will take reasonable measures to safeguard such PII from unauthorized disclosure and understand that there may be legal ramifications if I fail to do so.

Signed

Printed Name

Date

DISCOVERY REQUEST

1. **Date range:** January 1, 2012 through the present
2. **Definitions:**
 - A. “Processing of Donations” means the work which Vision2 performed for Saddleback Church and other clients, beginning with the receipt of donations, through to the remittance of a portion of the donated amount to the client, and includes any movement of funds between bank accounts and spot-checking, reconciliation, and other safety or verification procedures conducted in the ordinary course of business by or on behalf of Vision2.
 - B. “Client” means any client or customer of Vision2 for which it performed Processing of Donations.
 - C. “Communication(s)” or “Correspondence(s)” means any Document (as that term is defined below), or any other exchange of information by any means, not limited to in-person conversations; U.S. mail; commercial mail or parcel service; telegraph; telegram; telephone; facsimile; telex; transmissions between Devices; email; text message; or social media post, Slack communications or any other software applications communications; Salesforce communications; Teams communications; including the electronic information and metadata associated therewith.
 - D. “Document” includes all written, typed, printed, taped and pictorial matter of any kind or nature whatsoever, however produced or reproduced in whatsoever form maintained, and all identical and non-identical (for whatever reason) copies and prior drafts thereof in Your possession, custody, or control and includes, but is not limited to, correspondence, transcriptions, tapes, notes from telephone conversations, agreements, contracts, promissory notes, security agreements, records, tape recordings (whether or not transcribed), reports, memoranda, studies, summaries, minutes, notes, agenda, bulletins, diaries, logs, announcements, instructions, charts, manuals, brochures, schedules, computer or data cards or printouts, telegrams, teletypes, photographic matter, financial statements, operating agreements, estimates, projections, summary, and any papers, books, accounts, drawings, graphs, demonstrative aids, evidence or exhibits to be used at trial, bills, checks, invoices, electronic or videotape recordings, computer-generated material, and any other data compilation from which information can be obtained and transcribed into reasonably usable form, and any other writings and tangible things including the electronic information and metadata associated therewith. “Document” also includes copies of the documents on which notations or writings appear that are not present on the originals or other copies of such documents. If any document requested was but is no longer in Plaintiff’s possession, custody, or control, state what disposition was made of it and the date on which such disposition was made. The term “document” includes both singular and plural.

- E. “Electronic Information” is any type of information that is created, stored, or retrieved and processed in electronic, magnetic, or digital form. Electronic information includes the following: 1) databases; 2) data files; 3) program files; 4) image files, e.g. JPEG, TIFF; 5) email messages and files; 6) voicemail messages and files; 7) text messages; 8) temporary files; 9) system-history files; 10) deleted files, programs or emails; 11) backup files and archival tapes; 12) website files, including social media files; 13) website information stored in textual, graphical or audio format; 14) cache files; 15) cookies. See *In Re Weekly Homes, L.P.*, 295 S.W.3d 309 (Tex. 2009). All electronic information shall be produced in native format. See *In Re State Farm Lloyds*, 520 S.W.3d 595 (Tex. 2017).
- F. “Metadata” means electronic bibliographic information that is recorded and embedded into most Microsoft-compatible electronic file formats. Metadata is about the content, quality, condition and other characteristics of data files.
- G. The terms “identity” and/or “identify” mean: (1) as to a person: the name, maiden name, all known addresses (including home and office), all known telephone numbers (including mobile, home, and office), title, if any, and employer; (2) as to a document a reasonable description thereof and location (name of the custodial person and address) where the document may be found; (3) as to any entity: the full name, address, date and place of formation, principal place of business and telephone number; and (4) as to an act, occurrence, statement or conduct (hereinafter collectively, “statement”): the substance of the statement, the identify of those making, hearing, or witnessing the statement, if the statement is or was reduced to writing, the information contained in subsection (2) above; and whether any minutes, notes, memoranda or record of such statement were made; whether such record now exists; and the identify of the Person or Persons presently having custody or control of such record.
- H. “Possession, custody, or control” includes actual possession, custody or control, construction possession such that a person need not have actual physical possession, and the superior right to compel the production from a third party (including an agency, authority or representative).

3. **Instructions:**

- A. Identify all documents that are available in both physical and electronic format, and initially provide only the electronic version. Identify electronic data that is available in more than one format, and provide all formats.
- B. These Requests shall extend to all documents in the possession, custody, and/or control of You, as well as all documents in the possession, custody, or control of persons or entities under Your control or which You could reasonably gain access, such as Your attorney(s), accountant(s), employee(s), agent(s), or other representative(s), regardless of who obtained the documents on its behalf, and regardless of the source from which the documents were obtained.

- C. In the event that more than one copy of a documents exists, You should produce the original and each non-identical copy of each document or other tangible thing requested herein that is in Your possession, custody or control, or the control of Your agents, attorneys, accountants, or employees, or to which You could reasonably gain access.
- D. You should comply with the requirements of the Federal Rules of Civil Procedure and Federal Rules of Bankruptcy Procedure regarding claims of privilege or protection of trial preparation materials.
- E. These Requests shall be deemed continuing in nature to the fullest extent permitted by law. If further responsive information comes into the possession or attention of You or Your attorneys at any time during the course of this proceeding, such information must be provided as required by the Federal Rules of Civil Procedure.
- F. If any portion of any document is responsive to any request, then the entire document must be produced.
- G. In the event that no document exists which is responsive to a particular request, a written response indicating the same must be provided.
- H. If any document is withheld on the basis of privilege, or any request is objected to on the basis of privilege, You must nevertheless produce other responsive documents pursuant to such request which are not subject to any privilege, and You must produce a privilege log concerning documents withheld on the basis for privilege.

4. **Requested Documents:**

- A. All documents or electronically stored information concerning either: (a) any transfer of property by You (including anyone on Your behalf) to any of the Debtors or the Debtors' Affiliates (including anyone on any of their behalf); or (b) any transfer of property by the Debtors or the Debtors' Affiliates (including anyone on any of their behalf) to You (including anyone on Your behalf). Documents responsive to this request include, but are not limited to: (1) banking records (such as bank statements, copies of checks, wire instructions, wire receipts, ledger entries); (2) investment contracts, agreements, invoices, or receipts, including shipping records or other records concerning livestock sales involving any of the Debtors or the Debtors' Affiliates; and (3) communications with any party concerning any such transfers.
- B. All transactions and related data for each stage in the processing of donations from donor to recipient church. Alternatively, provide an export of detail transaction activity to a common user format such as Microsoft Excel, SQL database tables, or generic delimited formats such as csv, tsv or other. Any segmented data exported to the requested format should contain a "primary key" to tie each segmented table to the rest of the data.

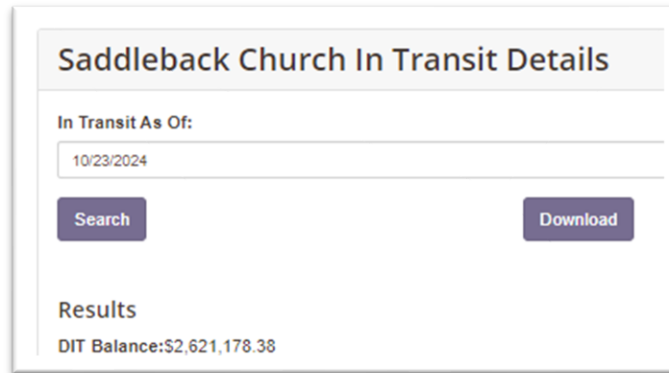
- C. For each stage and data set within the Processing of Donations produce a “data dictionary” of all data fields. The data dictionary should include field name, human-understandable definition of the field, data format for the field, field length or delimiting, and a key to any codes used for records that would not be readily apparent.
- D. Records sufficient to identify each instance where You contend a church was paid money based on a donation for which Vision2 did not receive funds (the “Problematic Transactions”). “Identify” here means information sufficient to identify the donor, the date of the donation, the amount of the donation, the intended recipient church, and the date and amount of the payment made to the recipient church.
- E. For each Problematic Transaction, produce all documents and data on which You rely in support of Your contention that an improper payment was made to a church.
- F. All data retention policies which are or have been in effect at any time, as they apply to the Processing of Donations.
- G. All documents, statements, spreadsheets, and accounting system data created, generated, or used to control, reconcile, and track donation funds from time of receipt to final remittance to Client.
- H. All accounting system data (including all data used for tracking contributions) in native and a common export format such as Microsoft Excel or similar format, including meta data, a native copy of the backup file, the general ledger data files with all available fields including audit trail data, chart of accounts with all available fields, monthly trial balance summary balance data file containing all monthly account balances, vendor master file data, vendor payment history file, employee master file data, customer master file data, transactional data and contribution history by organization including any payments, write-downs or adjustments, and detail and summary listings of customer balances owed.
- I. All quality control policies and procedures surrounding controlling and reconciling the Processing of Donations from receipt through remittance to Client.
- J. All documents referring or relating to the reconciliation process which You represent has been and continues to be performed in 2024. This includes but is not limited to all documents which describe or reflect the process being performed and any interim or final results or findings from that process.
- K. All transfers of funds into and out of any account owned or held by Vision2, including all bank statements of the Debtor. These records should contain all data provided by the bank or financial institution holding such account including, but not limited to, the account number, information relating to the account from which or to which the money was transferred, the date of the transfer, the amount, and any transaction or payee/payor notes.

- L. Documents sufficient to identify the owner of each account to which any funds were transferred from any account owned or held by Vision2.
- M. All documents, including but not limited to all communications, referring or relating to a mismatch between the amount Vision2's system shows or has shown as "in transit" and the amount actually owed to any Client.
- N. All documents containing or relating to any representations made to any Client regarding delays in Processing of Donations, including but not limited to, remittance of funds to the client.
- O. All documents containing or relating to any representations made to any Client regarding problems with or caused by any bank processor or bank or institution holding any funds owned or managed by Vision2.
- P. All contracts relating to the work performed by Vision2 for any of its Clients.
- Q. Documents sufficient to show the amount of money which Vision2 has retained from donations processed on behalf of its clients. This includes all amounts withheld as a fixed fee and all amounts withheld as a percentage of the amount processed.
- R. Documents sufficient to show all residuals or other payments received by Vision2 from or on behalf of Tithe.ly in connection with churches whose accounts were transferred from Vision2 to Tithe.ly.
- S. Documents sufficient to show all payments made by Vision2 to accounts owned or held by Carl Tierney or Paul Baldwin. This includes all accounts owned or held by any company in which Tierney or Baldwin owns a direct or indirect interest (except where the interest exists solely as shares owned in a publicly-traded company), all accounts owned or held by any relative, trustee, employee, or other person owning or holding such an account on behalf of Tierney or Baldwin, and all accounts to which Tierney or Baldwin has or has had any right to withdraw any funds.
- T. Documents sufficient to show all loans made to Vision2 by any party since 2012. The documents must show the date, amount, and source of the loans, along with all interest or other repayment conditions, including the date on which repayment is owed. The documents must also show the status of such loans, including whether there are any late or outstanding payments.
- U. Copies of all Your bank statements for any account owned or held by You. This includes all accounts owned or held by any company in which Tierney or Baldwin owns a direct or indirect interest (except where the interest exists solely as shares owned in a publicly-traded company), all accounts owned or held by any relative, trustee, employee, or other person owning or holding such an account on behalf of Tierney or Baldwin, and all accounts to which Tierney or Baldwin has or has had any right to withdraw any funds.

- V. All documents relating to insurance policies for Vision2, including all policies, and all correspondence relating to insurance or claims made by Vision2 in connection with any litigation filed or claims made by any Client.
- W. Tax related reporting and documents, including copies of tax returns and related tax support workpapers; if prepared by outside firm, identification of firm and contact information; copies of any schedules provided to firm or workpapers prepared for return; any suggestions received from firm or proposed correcting entries; data files containing year-end information tax reporting including but not limited to 1099 reporting; copies of prior information tax reporting and any subsequent revisions (including but not limited to 1099s issued; data files reflecting year-end contribution statements by party by organization, copies of any statements provided reflecting year-end contribution statements by party by organization.
- X. Documents related to any 3rd party audits, including copies of engagement letters, copies of any management letters or recommendations issued by firm, copies of management representation letter issued by company, copy of report issued, and any workpapers provided to auditor / accountant.

5. **Interrogatories**

- A. For each donation processed on behalf of any church by Vision2, or shown on Vision2's system as "in transit" as of October 23, 2024, state whether there was any error in that donation, meaning that it should not be, or have been, processed and paid to the intended recipient church. If you state there was an error with the donation, describe the nature of that error including who or what caused the problem, the correct amount of funds which should be, or should have been, transmitted to the recipient church in connection with that error, and what evidence You are relying on in claiming that error.
- B. Describe all steps taken by or on behalf of Vision2 to preserve data since September 1, 2024.
- C. For each Client, provide the amount of funds which Vision2's records showed were "in transit" as of October 28, 2024. For clarification, the below screenshot shows the amount of funds which Vision2's records showed were "in transit" for Saddleback Church as of October 23, 2024:



Saddleback Church In Transit Details

In Transit As Of:

10/23/2024

Search Download

Results

DIT Balance:\$2,621,178.38

If Vision2 cannot provide this information as of October 28, 2024, explain why not, and provide this information as of the date of this interrogatory.

- D. Identify all systems used for accounting and tracking contributions, including versions, administrator logons and passwords, and provide identification and contact information for IT software consultant(s).
- E. Identify: (i) all transfers (date, amount, transferee, purpose of transfer) made from the Debtor, or on its behalf, to Mr. Tierney, Mr. Baldwin, and/or any other party that would qualify as an “insider” or “affiliate” as those terms are defined in 11 USC § 101 beginning 4 years prior to the petition date through the date of production; and (ii) all post-petition transfers (date, amount, transferee, purpose of transfer) from the Debtor or on its behalf.

END OF ORDER

Order submitted by:

Hudson M. Jobe
Texas Bar No. 24041189
6060 North Central Expressway, Suite 500
Dallas, TX 75206
(214) 807-0563
hjobe@jobelawpllc.com

**COUNSEL TO SADDLEBACK VALLEY
COMMUNITY CHURCH**

VISION2SYSTEMS, LLC
Professional Services Agreement

V2PSA_08092012

This Professional Services Agreement, together with any schedules attached hereto and incorporated herein by reference (the "Agreement"), is made and entered into this 21st day of AUGUST, 2012, between Vision2Systems, LLC ("Vision2Systems"), organized under the laws of the State of Texas with its principal place of business located at 2109 Commerce Street, Dallas TX 75201, and Saddleback Valley Community Church ("Client"), a Not for Profit Organization, with its principal place of business located at 1 Saddleback Parkway, Lake Forest, CA 92630. This Agreement shall be interpreted under the laws of the State of Texas without reference to conflict of law's provisions.

Pursuant to the terms hereof, Vision2Systems will render the services ("Services") described in a Statement of Work (hereinafter "SOW") mutually agreed to and fully executed by both Parties, and subject to the Terms and Conditions of this Agreement. The template of the SOW to be used by both Parties is attached hereto, and except as may be expressly provided in this Agreement, nothing in this Agreement shall constitute a commitment of either Party to enter into any particular SOW. The services identified and described in one or more SOWs, each executed by both Parties and incorporated herein by reference, are subject to the terms and conditions of this Agreement. Terms not otherwise defined in a SOW shall have the same meaning given to such terms in this Agreement. In the event of a conflict or inconsistency between the terms and conditions of a SOW and this Agreement, the terms of each SOW shall prevail, but only with respect to the Services described therein. Each SOW, together with the terms and conditions of this Agreement, shall constitute a separate contract.

1. Services and Deliverables. The services (the "Services") to be performed, and the deliverables (the "Deliverables") to be delivered, hereunder by Vision2Systems or by its subcontractors are those described in the applicable SOW. Vision2Systems agrees to perform the Services pursuant to the terms and requirements and within the scope of this Agreement and the applicable SOW. In the event Vision2Systems anticipates, at any time, it will not reach one or more milestones or complete one or more assignments within the prescribed timetable, Vision2Systems will immediately inform Client by written or verbal notice, submit proposed revisions to the timetable and milestones reflecting its best estimates of what can be realistically achieved, and continue to the extent feasible to work under the original timetable and milestones pending further direction from Client.

2. Fees, Expenses, Taxes.

(a) Fees. Client will pay Vision2Systems for Services provided hereunder at Vision2Systems's standard hourly billing rate of \$120.00 per hour for each consultant assigned to the project in each SOW, plus any other reasonable expenses (collectively, the "Fees"), directly related to the support of the mutually agreed Statement of Work ("SOW"). Client further agrees to reimburse Vision2Systems for reasonable travel and living expenses incurred by Vision2Systems in connection with the performance of Services. Travel expenses shall be approved in advance and reimbursed in accordance with Vision2Systems Travel Expense Policy, a copy of which will be provided to Client on request.

(b) Payment. Vision2Systems shall submit invoices to Client as set forth in the SOW to cover fees for Services rendered during the term of each SOW. Invoices shall include the identification of the appropriate SOW, the invoice reference number and date, billing period, and time expended by Vision2Systems at the standard billing rate referenced in 2(a) above. All paid fees are non-refundable. Upon Client's request, Vision2Systems shall provide reasonable additional background information regarding invoiced charges. Unless otherwise expressly stated in a SOW, Vision2Systems's invoices are due and payable by Client in full within thirty (30) days from the invoice date. Undisputed invoiced amounts not paid when due will bear interest from the due date until paid at a rate of one percent (1.0%) per month or the maximum rate permitted by applicable law, whichever is less.

(c) Taxes. The Fees exclude all applicable sales, use, and other taxes, and all applicable export and import fees, customs duties and similar charges attributable to any use by Client of the Services, and Client will be responsible for payment of all such taxes (other than taxes based on Vision2Systems's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees or the delivery, provision or license of the Services to Client.

3. Term. This Agreement is effective upon the Effective Date and, unless earlier terminated in accordance with the terms hereof, shall continue in full force for an initial term of one (1) year (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive periods of one (1) year each (each, a "Renewal Term" and together with the Initial Term, the "Term") unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Initial Term or Renewal Term. The period of performance of any Services provided hereunder shall be set forth in the applicable SOW. To the extent that the period of performance for any Service extends beyond the Term of this Agreement, then this Agreement shall remain in full force and effect with respect to such Service until the expiration or termination of such SOW.

4. Termination. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party, provided that with respect to outstanding SOWs, termination shall be effective only upon completion or termination of the SOW. Notwithstanding the above, if either party is in material breach of the Agreement, the non-breaching party may terminate the Agreement and any outstanding SOW(s) upon thirty (30) days' prior written notice that includes a detailed description of the breach, provided that the breaching party has not cured such breach during the aforementioned 30-day notice period.

5. Effect of Termination. Each party's obligations under this Agreement with respect to the other party's confidential information will survive the expiration or termination of this Agreement and will be binding upon their heirs, successors and assigns. Upon the termination of this Agreement or a SOW by Client, or by Vision2Systems due to Client breach as set forth in Section 4 above, then (a) all work products for which Client has paid Vision2Systems all Fees, will remain with Client on the basis as described in Section 8, "Ownership of Deliverables"; (b) work products for which Client has not paid Vision2Systems in full, all rights granted herein, including without limitation, as applicable, shall immediately revert to Vision2Systems and no residual rights will remain with Client; (c) Client shall immediately discontinue all access to and use of any Vision2Systems Software, excluding those applicable provisions in the Vision2Systems Services Agreement, when executed and agreed by all parties, for access to and use of Vision2Systems Software; (d) within ten (10) business days after receipt of notice to terminate, both parties shall return to the other party all materials and data provided by each party to the other and destroy any Confidential Information (defined in Section 10, below) in their possession or control; (e) Client shall immediately pay all Fees (and agreed expenses) associated with Client's account which were necessary and rendered within the scope of any applicable SOW up to the date of termination, and (vi.) upon request, each party will certify in writing that it has complied with the foregoing obligations.

4. Client Acknowledgements, Cooperation. Client acknowledges and agrees that: (a) Client will cooperate with Vision2Systems and take all actions necessary to enable Vision2Systems to perform the Services contemplated herein in an effective and efficient manner. To that end, Client will provide on a timely basis all information, as well as access to systems and personnel, required to enable Vision2Systems to provide the Services; (b) Notify Vision2Systems if Client has an unexpected event or circumstance that limits or prevent Vision2Systems ability to perform services, Client will notify Vision2Systems immediately; (c) Vision2Systems will remain responsible for the management of any third parties engaged by Vision2Systems, which includes the quality, accuracy, and timely provision of information and work by them and accordingly, Client shall be entitled to assume that it is authorized to act on the instructions, oral, written or electronic, of any member of Vision2Systems staff unless expressly instructed otherwise. (d) Vision2Systems is responsible for informing Client immediately of any changes to agreed project staffing. (e) Client may request replacement of a Vision2Systems resource by providing a written request that include an explanation as to why the request is being made. (e) Client acknowledges and agrees that Client is responsible for selecting Services and Deliverables that allow Client to: (i) meet Client business requirements; and (ii) comply with all federal, state, and local laws, ordinances, code(s), and regulations and policies applicable to Vision2Systems and Client; (f) Notwithstanding anything in this Agreement to the contrary, Client acknowledges and agrees that Vision2Systems may, without liability to Client or its Related Parties, take any and all actions reasonably necessary to comply with federal, state and local laws, ordinances, codes and regulations applicable to Vision2Systems. Vision2Systems shall use reasonable efforts to notify Client of any action taken pursuant to this Section based upon the circumstances solely to the extent that such notice is permitted under applicable law and authorized by appropriate authorities.

5. Warranties, Indemnification, Insurance.

(a) Vision2Systems represents and warrants that: (i) Vision2Systems and its employees, consultants, and subcontractors ("Vision2Systems Personnel") performing Services have the necessary knowledge, skills, experience, qualifications, and resources to perform the Services in accordance with the SOW, and (ii) Vision2Systems will perform the Services and provide the Deliverables in accordance with the specified standards set forth in the applicable SOW(s). If Vision2Systems or Client determine, in good faith, that the continued assignment of any of its employees or any of the employees of a 3rd Party ("Resource") to Client's account is not in Client's best interests, then Vision2Systems or Client may remove the Resource from Client's account. (iii) If any portion of the Services or Deliverables do not conform to the foregoing in all material respects, and Client notifies Vision2Systems within sixty (60) days of completion of the Services and delivery of Deliverables, specifying in reasonable detail the reasons the Services or Deliverable do not conform, then Vision2Systems will work diligently to re-perform the nonconforming portion of the Services and redeliver the nonconforming portion of the Deliverables so that they conform to the SOW in all material respects. (iv) If the preceding remedies are not fulfilled by Vision2Systems within a reasonable time, upon request by Client, Vision2Systems may terminate this Agreement and refund the price paid for the nonconforming portion of the Services and refund the price paid for nonconforming Deliverables that are returned to Vision2Systems. (v) Vision2Systems will not be responsible for nonconformities arising from inaccurate, inauthentic or incomplete data or information provided by Client. Vision2Systems covenants that it and Vision2Systems Personnel performing the Services, while present at the facilities of Client, will comply with the written security and safety policies of Client that are provided to Vision2Systems in advance.

(b) Client Representations and Warranties. Client represents and warrants that, with respect to any and all data and other information disclosed or made available, or to be disclosed or made available, to Vision2Systems by it or by any third party acting on its behalf, (i) where such data and/or information is based on assumptions, Client will advise Vision2Systems of the same, and (ii) all such data and information is and will be accurate, authentic, complete, and not misleading in any respect.

(c) Vision2Systems Indemnity Obligations. Vision2Systems shall defend, indemnify, and hold harmless Client and its affiliates and its and their respective officers, owners, directors, employees, contractors and agents (collectively, "Client Related Parties") from all losses, causes of action, claims, allegations, liabilities, costs, damages, and expenses whatsoever (including, without limitation, reasonable attorneys' fees), regardless of the form of action ("Claim"), and shall promptly reimburse Client for all Claims to the extent specifically attributable to a third party claim that the Services or Deliverables or Software, as applicable, infringe a third party patent or copyright or trademark or misappropriates any third party trade secret, where such rights arise or are enforceable under applicable laws of the United States or State laws ("Claim of Infringement"). If, in Vision2Systems' opinion, any Service or Deliverable or Software, as applicable, infringes or misappropriates any intellectual property right of a third party, then Vision2Systems may procure the right for Client to continue to use the results of the Service or Deliverable or Software, or may re-perform the Service or replace the Deliverable or Software so that it is non-infringing and meets the original specifications in all material respects. If the preceding remedies are not reasonably available, as determined by Vision2Systems, Vision2Systems may terminate this Agreement or the applicable SOW and refund the price paid for the infringing portion of the Deliverables that are returned to Vision2Systems or the Services. Notwithstanding the foregoing, Vision2Systems will have no obligation under this Section with respect to any Claim of Infringement based upon and that would not have occurred but for (i) any data, information or materials furnished by Client to Vision2Systems; (ii) any use by Client of the Services or Deliverables or Software not in accordance with this Agreement or in violation of any applicable law, or for purposes not intended by Vision2Systems; (iii) any use by Client of the Services or Deliverables or Software in combination with products, equipment, material, content, information or data not supplied by Vision2Systems where the combination is the basis of the claim; or (iv) any modification of the Services or Deliverables or Software by Client, or person contracted by client, other than Vision2Systems Personnel.

In the foregoing cases (i) through (iv), Client shall defend, indemnify, and hold Vision2Systems and its affiliates and its and their respective officers, owners, directors, employees, contractors, and agents (collectively, "Vision2Systems Related Parties") harmless with respect to such claims. The foregoing is the sole and exclusive remedy of Client and

states the entire liability of Vision2Systems with respect to infringements or misappropriation of any proprietary rights by the Services or Deliverables or Software.

Vision2Systems shall defend, indemnify, and hold harmless Client and Client Related Parties from and against any and all losses, causes of action, claims, allegations, liabilities, costs, damages, and expenses whatsoever (including, without limitation, reasonable attorneys' fees), regardless of the form of action ("Claim"), and shall promptly reimburse Client for all Claims, to the extent arising out of Vision2Systems's or Vision2Systems's Related Parties' acts or omissions related to the subject matter of this Agreement that constitute gross negligence or willful misconduct.

(d) Client Indemnity Obligations. Client shall defend, indemnify, and hold harmless Vision2Systems and Vision2Systems Related Parties from and against any and all losses, causes of action, claims, allegations, liabilities, costs, damages, and expenses whatsoever (including, without limitation, reasonable attorneys' fees), regardless of the form of action ("Claim"), and shall promptly reimburse Vision2Systems for all Claims, arising out of or in connection with Client's Related Parties': (i) breach or alleged breach of any representation or warranty set forth in Section 5(b) of this Agreement, or (ii) acts or omissions (including negligence or strict liability) giving rise to any third party claim or action based on, arising out of or relating to Client's data or use of the Services or Deliverables in violation or alleged violation of any applicable law.

(e) Indemnification Procedures. Each party that seeks to be indemnified under Section 5(c) or 5(d) must: promptly notify in writing the indemnifying party of any such suit or claim; permit the indemnifying party to defend, compromise, or settle same; and provide all available information and reasonable assistance to the indemnifying party to enable the indemnifying party to do so.

(f) Insurance. The parties will each maintain: (i) general liability insurance having a combined single limit of \$2,000,000 as required by applicable laws, and (ii) workman's compensation coverage as required by applicable state law. Additionally, Vision2Systems shall, at its sole cost and expense, maintain in effect at all times during the term of this Agreement, professional liability insurance coverage having a limit of \$2,000,000. Evidence of the insurance coverages required to be maintained by each party under this Agreement, represented by certificates of insurance issued by insurance carrier(s), must be furnished to the other party upon written request

(g) Disclaimer. Except for the representations and warranties expressly stated in this Agreement or any SOW, ALL SERVICES, DELIVERABLES AND THIRD-PARTY PRODUCTS ARE PROVIDED AS IS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE PROVISIONS OF THIS SECTION 5 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF TITLE AND NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Limitations of Liability. IN NO EVENT WILL CLIENT, ON THE ONE HAND, OR VISION2SYSTEMS, ON THE OTHER HAND, BE LIABLE TO THE OTHER, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE), *FOR LOST PROFITS OR REVENUES, LOSS OF USE OR LOSS OF DATA, OR FOR ANY* INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, MULTIPLE, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR DELIVERABLES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTIONS OF VISION2SYSTEMS'S INDEMNITY OBLIGATIONS UNDER SECTION 5(C) (VISION2SYSTEMS INDEMNITY OBLIGATIONS), AND VISION2SYSTEMS'S LIABILITY ARISING AS A RESULT OF BREACH OF SECTION 10 (CONFIDENTIALITY), IN NO EVENT WILL THE LIABILITY OF VISION2SYSTEMS AND ALL VISION2SYSTEMS LICENSORS EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO VISION2SYSTEMS UNDER THE APPLICABLE SOW. WITH RESPECT TO VISION2SYSTEMS'S INDEMNITY OBLIGATIONS UNDER SECTION 5(C) (VISION2SYSTEMS INDEMNITY OBLIGATIONS) AND VISION2SYSTEMS'S LIABILITY ARISING AS A RESULT OF BREACH OF SECTION 10 (CONFIDENTIALITY), IN NO EVENT WILL THE LIABILITY OF VISION2SYSTEMS AND ALL VISION2SYSTEMS LICENSORS EXCEED, IN THE AGGREGATE, THE AMOUNT OF INSURANCE COVERAGE REQUIRED BY SECTION 5(F). No action regarding the Services or Deliverables, regardless of form, may be brought more than one (1) year after the first to occur of either (a) the conclusion of Services and delivery of any Deliverables under the SOW, or (b) such party's knowledge of the event giving rise to such cause of action. This limitation on actions does not apply to confidentiality obligations or the limited license of Section 8 regarding Deliverables.

7. Place of Performance. The Services to be performed pursuant to a SOW may be rendered at Client's, Vision2Systems', or subcontractor's facilities or at other suitable locations mutually agreed by Vision2Systems and Client.

8. Ownership of Deliverables. The parties agree that all documentation and customized services and software developed specifically for the Client as a Deliverable ("Documentation") will be the property of Client. All services and software developed to accommodate Client customization on the Vision2Systems client shall be the property of Vision2Systems. Vision2Systems will grant Client a worldwide, royalty-free, perpetual, non-transferable, non-exclusive license for the Client's internal business purposes to: (a) translate; (b) create derivative works; (c) incorporate into Client technology known or later developed. Vision2Systems may freely use the ideas, concepts, know-how, and techniques that Vision2Systems develops related to Client's business processes, practices and techniques that are defined as Client's Intellectual Property in this agreement. Vision2Systems may freely use the ideas, concepts, know-how, and techniques that Vision2Systems develops related to Client's business processes, practices and techniques that are defined as Client's Intellectual Property in this agreement. Vision2Systems is explicitly prohibited from use of any Client ideas, concepts or techniques specific to its business processes, practices concepts or technology or if it in any way infringes on Client's Intellectual Property rights during the course of providing Services and Deliverables under this Agreement or a SOW.

9. Cancellation Policy. Vision2Systems and Client may agree to a start date to commence services under a SOW. Except as otherwise expressly provided for in a SOW, once such start date is agreed to, Client agrees to furnish Vision2Systems with at least ten (10) business days prior written notice of Client's intention to delay or cancel a Vision2Systems staffing assignment under the associated SOW. If Client delays or cancels a Vision2Systems staffing assignment without providing such 10 day notice, then Client agrees to pay an amount as agreed to in the applicable SOW. Vision2Systems agrees to use all reasonable means available to it to mitigate any losses that would otherwise be incurred in connection with such cancellation and to apply such mitigation to any amounts charged to Client.

10. Confidential Information.

(a) Defined. "Confidential Information", as used in this Agreement, means all information proprietary to a party or any of its customers or suppliers that is marked as confidential or that due to its nature is known or in good faith should be known to be confidential. Confidential Information of Client will be deemed to include, without limitation, all data to which Vision2Systems obtains access by performing the Services and any Deliverable containing such data. Confidential Information of Vision2Systems will be deemed to include, without limitation, its methodologies, templates, report, policy and plan formats, Deliverables (except Client's data), scripts and tools. The obligations of the party ("Receiving Party") that receives Confidential Information of the other party ("Disclosing Party") with respect to any particular portion of the Disclosing Party's Confidential Information shall not attach or shall terminate, as the case may be, when any of the following occurs (i) it was in the public domain or generally available to the public at the time of disclosure to the Receiving Party, (ii) it entered the public domain or became generally available to the public through no fault of the Receiving Party subsequent to the time of disclosure to the Receiving Party, or (iii) it was independently developed by the Receiving Party by individuals not having access to the Confidential Information of the Disclosing Party.

(b) Obligations. The Receiving Party agrees not to disclose or use any Confidential Information of the Disclosing Party in violation of this Agreement and to use Confidential Information of the Disclosing Party solely for the purposes of this Agreement. Upon a one-time demand by the Disclosing Party during the term of this Agreement, the Receiving Party shall return to the Disclosing Party all copies of the Disclosing Party's Confidential Information in the Receiving Party's possession or control and destroy all derivatives and other vestiges of the Disclosing Party's Confidential Information; provided that the Receiving Party may retain one archival copy solely for the purpose of administering its obligations under this Agreement.

(c) Need to Know. The Receiving Party may disclose Confidential Information of the Disclosing Party to Receiving Party's employees, officers, directors, representatives, subcontractors and consultants who have a reasonable need to know such Confidential Information for purposes of this Agreement. Before disclosing Confidential Information to any subcontractor or consultant, the Receiving Party will obtain the agreement, in writing, of such subcontractor or

consultant to undertake non-disclosure obligations with respect to the Confidential Information similar to those set forth in this Section 10.

(d) Ownership. All Confidential Information of the Disclosing Party shall remain the exclusive property of the Disclosing Party.

11. Dispute Resolution. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of laws principles. The receiving party agrees that breach of this Agreement would cause the disclosing party irreparable and continuing damage for which there will be no adequate remedy at law, and that in such instance the disclosing party will be entitled to, and disclosing party shall be entitled to obtain timely relief and such further relief as may be granted by a court of competent jurisdiction. Upon the demand of any Party, any action, dispute, claim or controversy of any kind arising from or pertaining to this Agreement ("Dispute") shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") or such other administrator as the Parties shall mutually agree upon and conducted in accordance with the AAA Commercial Arbitration Rules. Any Party may, by summary proceedings, bring an action in court to compel arbitration of a Dispute. Any Party who fails or refuses to submit to arbitration following a lawful demand by the other Party shall bear all costs and expenses incurred by such other Party in compelling arbitration of any Dispute. The arbitration shall be conducted in Dallas, Texas or such other location in Texas selected by the AAA or other administrator. Arbitrators shall resolve all Disputes in accordance with the substantive law of the state of Texas and shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure or other applicable law. To the maximum extent practicable, the AAA, the arbitrators and the Parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA.

12. Use of Name and Publicity. Each party agrees that it will not, without prior written consent of the other party, use in advertising, publicity or otherwise the name of such party or any of its affiliates, or any partner or employee of such party or its affiliates, nor any trade name, trademark, service mark, logo or slogan of such party or its affiliates. Notwithstanding the preceding sentence and Section 10 above, Vision2Systems may identify Client as one of Vision2Systems' clients upon prior written consent of Client.

13. Notices. All notices and other communications required or permitted to be given or made pursuant to this Agreement will be in writing and deemed delivered one (1) day after being sent by a nationally recognized overnight courier service or three (3) days after being sent certified U.S. mail, return receipt requested, postage prepaid. All notices and other communications under this Agreement will be given to the party at the address indicated in this Agreement.

14. Non-solicitation and Contracting. During or for a period of twelve (12) months after conclusion of the Services set forth in a particular SOW, neither party shall solicit to hire as an employee or independent contractor any employee of the other party without the prior written consent of such other party. Publications of open positions in media of general circulation, including without limitation websites, will not constitute solicitation by either party.

14. General.

(a) Assignment. Neither party may assign, subcontract or otherwise transfer any of its rights or obligations under this Agreement without the express written consent of the other party, such consent not to be unreasonably delayed, conditioned or withheld. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns. For the purposes of this Agreement, a change of control shall not be considered an assignment, subcontract or transfer of rights hereunder.

(b) Attorneys' Fees. If any party shall commence any action or proceeding against the other in order to enforce the provisions of this Agreement or to recover damages as the result of the alleged breach of any of the provisions of this Agreement, then the prevailing party therein shall be entitled to recover all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.

(c) Construction. The captions and headings contained herein are for purposes of convenience only and are not a part of this Agreement; all references to this Agreement and the words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision;

and the words "including," "included" and "includes" mean inclusion without limitation. Client acknowledges that the terms of this Agreement result from substantial negotiation between the parties during which both parties had the opportunity to review and revise the terms of the Agreement. Accordingly, this Agreement shall not be construed against any party on the grounds that such party drafted this Agreement. Instead, this Agreement shall be interpreted as though drafted equally by the Parties. This Agreement and any Schedules and SOWs attached hereto shall be construed as consistent with one another whenever possible; however, in the event of any conflict between any of the terms and conditions of this Agreement and the Schedules or SOWs, the terms and conditions of the Schedules or SOWs shall prevail, but only with respect to the Services described in such Schedule.

(d) Counterparts. This Agreement and any SOW may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement and any SOW by facsimile or any other reliable means shall be effective for all purposes as delivery of a manually executed original counterpart.

(e) Dispute Resolution. This Agreement is made under and will be construed in accordance with the laws of the State of Texas, other than such laws, rules, regulations and case law that would result in the application of the laws of a jurisdiction other than the State of Texas. The parties agree that exclusive venue for any dispute arising under or in connection with this Agreement shall be in the federal district court for the District of Texas or the state court for the City and County of Dallas, Texas. All Parties irrevocably waive any and all rights they may have to a trial by jury in any judicial proceeding involving any claim relating to or arising under this Agreement.

(f) Electronic Signatures. Vision2Systems and Client agree, and hereby state their collective intent, to conduct transactions via electronic means. Accordingly, Client represents that Client's email system includes security measures of sufficient efficacy (e.g., password protection) that any electronic correspondence from such email address that refers to this Agreement and/or any SOW shall: (i) constitute sufficient evidence to establish the identity of Client as the sender of such electronic correspondence; (ii) be effective as confirmation of Client and Vision2Systems' intent to conduct transactions by electronic means; (iii) be effective as delivery by Client of a manually executed counterpart to this Agreement and/or the SOW referenced in the electronic correspondence; and (iv) indicate Client's acceptance of the terms of, and intent to authenticate and sign, this Agreement and/or the SOW referenced in the electronic correspondence. For the avoidance of doubt, Client expressly agrees that any such response or confirmation issued by or on behalf of Client will constitute an electronic signature, enforceable under all applicable laws and shall be determined to have been sent by Client.

(g) Entire Agreement. This Agreement, including referenced SOW's, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior proposals, agreements, negotiations, correspondence and other communications, whether written or oral, between Vision2Systems and Client.

(h) Force Majeure. Neither party shall be responsible to the other for any failure or delay in its performance under this Agreement (other than for failure or delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by any condition beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, Acts of God, wars, insurrections, act of terrorism, riot, strike, fire, sabotage, flood, or other natural disaster, catastrophe, or other similar cause outside the reasonable control of the affected party.

(i) Independent Contractors. Vision2Systems and Client are independent contractors, each acting for its own account, and neither is authorized to make any commitment or representation, or incur any obligation, express or implied, on the other's behalf. In all matters relating to this Agreement, neither party or its employees or agents are, or will act as, employees of the other party within the meaning or application of any applicable laws.

(j) No Third Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such third party shall have any right or cause of action hereunder.

(k) Remedies. Except as otherwise expressly provided in this Agreement and in addition to any remedies provided in this Agreement, the parties shall have all remedies provided at law or in equity. The rights and remedies provided in this Agreement or otherwise under applicable law shall be cumulative and the exercise of any particular right or remedy

shall not preclude the exercise of any other rights or remedies in addition to, or as an alternative of, such right or remedy, except as expressly provided otherwise in this Agreement.

(l) Severability. In the event that a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable in any circumstances, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby. The parties authorize the court to modify any invalid or unenforceable provision to the extent necessary to make it enforceable under the circumstances.

(m) Survival. The rights and obligations of the parties set forth in Sections 2 (Fees, Expenses, Taxes), 3(e) (Effect of Termination), 4 (Client Acknowledgements, Cooperation), 5(c) (Vision2Systems Indemnity Obligations), 5(d) (Client Indemnity Obligations), 5(g) (Disclaimer), 6 (Limitations of Liability), 8 (Ownership of Deliverables), 10 (Confidential Information), 11 (Use of Name and Publicity), 13 (Non-Solicitation and Contracting) and 14 (General), and any other provision of this Agreement that by its nature is intended to survive, shall survive the expiration or termination of this Agreement for any reason whatsoever.

(n) Waiver. No forbearance, failure or delay in exercising any right, power or privilege impair any such right, power or privilege or be construed to be a waiver thereof. A waiver by any party of any of the covenants, conditions, or obligations to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or obligation herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

IN WITNESS WHEREOF, Vision2Systems and Client each have caused this Professional Services Agreement to be executed by their respective duly authorized representative on the dates set forth below to be effective as of the Effective Date.

CLIENT	SADDLEBACK COMMUNITY CHURCH	VISION2 SYSTEMS
X		X
	AUTHORIZED SIGNATURE (ABOVE)	(AUTHORIZED SIGNATURE ABOVE)
NAME PRINTED:	STEVE JOHNSON	NAME PRINTED: MEG ROBERTS
TITLE:	CFO	TITLE: MANAGING DIRECTOR
DATE:	8/21/12	DATE:

Addendum to Vision2Systems Software and Services Agreement

This Addendum to Vision2Systems Software and Services Agreement executed by and between Vision2Systems LLC (V2) and Saddleback Valley Community Church (Church) establishes V2's commitment to the following concerns over the Finix Terms of Service agreement.

Contract Length and Termination:

V2 undertakes to manage the termination of the Agreement provision and stipulates that the Agreement shall be governed by the prior V2 Giving Payments Service agreement that the agreement shall remain in place until the termination thereof in accordance with the currently Agreement termination provisions is requested or agreed to, as long as Church uses V2 Services and will not require monthly renewals.

Security

It is agreed Saddleback will be liable for fraudulent electronic payments. Saddleback and V2 clarify that V2 and Finix remains liable for card-present fraud unless Church adds that capability within the platform in which case it will be defined by possible sources of such card present transactions. V2 acknowledges that no card present transactions are currently processed at the date of the signing of the addendum.

Reporting Obligations

It is agreed that V2 has specifically notified Finix and received acknowledgement of processing volumes in excess of \$1M (\$1,000,000) is expected and already above that level, and this is addressed both for total transaction value and number of transactions.

Pricing Structure

It is agreed that V2 acknowledges the current stipulation in the Vision 2 Service Agreement whereby pricing for transactions remain at 2.90% per card transaction plus a 0.20c per transaction fee which is not subject to change for the next 36 months unless otherwise provided for within the current Terms of Service agreement. There will be no obligation for a monthly fee and no penalties for nonpayment of any fees.

SADDLEBACK VALLEY COMMUNITY CHURCH

VISION2SYSTEMS, LLC

By: Cheryl MacKinnon By:

Paul Baldwin

Signed: *Cheryl MacKinnon*

Signed: *Paul Baldwin*

Date: 11 / 02 / 2023

Date:

11 / 02 / 2023

Signature Certificate

Reference number: QQNYB-SMXT3-WERVH-PHWWB

Signer	Timestamp	Signature
Cheryl MacKinnon Email: cherylm@saddleback.com Sent: 02 Nov 2023 16:32:33 UTC Viewed: 02 Nov 2023 16:38:17 UTC Signed: 02 Nov 2023 16:49:45 UTC Recipient Verification: ✓Email verified 02 Nov 2023 16:38:17 UTC		 IP address: 70.183.18.101 Location: Lake Forest, United States
Paul Baldwin Email: paul.baldwin@vision2.com Sent: 02 Nov 2023 16:32:33 UTC Viewed: 02 Nov 2023 16:57:40 UTC Signed: 02 Nov 2023 16:58:13 UTC Recipient Verification: ✓Email verified 02 Nov 2023 16:57:40 UTC		 IP address: 173.198.128.42 Location: Plano, United States

Document completed by all parties on:
02 Nov 2023 16:58:13 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



Tue, Jul 23 at 6:34 PM

Hi Paul and Carl, I know you have been through a ton in this season so I hate to be the nudge and am praying you are on the other side of it.

I received a call from the new CFO greatly concerned with the over \$4M+ deposits in transit when it should be no more than maybe \$2Msh. We should not be worried, right?? Can we get that caught up tomorrow?

Thanks. Hope you are both well!

Carl Tierney

CT

I'll check

CT

I know I pushed 700k yesterday. And I know the accounting has been delayed.

Wed, Jul 24 at 6:34 AM

Thanks **Carl**. Can we please get the remaining amounts up to date on today (Wednesday)? I was told a bit over \$2M was delayed before the \$700K.

Thanks again for your hard hard work. Praying for your day!

Wed, Jul 24 at 1:13 PM

I understand the \$680K sent yesterday landed today but nothing more was sent today.

Guys, sorry, I need to ask again, we should not be worried, right???

Carl Tierney

CT

I am sending money now. Accounting will be updated later today

Fri, Jul 26 at 3:20 PM

Hi Paul and Carl, I know you are working hard but the concern is definitely escalating since we are STILL way behind in receipts and you have not said I should not be worried.

SB000087

Praying for all!

Wed, Aug 14 at 10:48 AM

Hi guys, of course it's now very concerning that you have gone quiet while holding \$millions of our members gifts. Of course I have heard you have trouble with both the old and now the new bank but when I have to tell leadership here that you are not responding to my communication while having so much of our money, they have to start thinking do they get someone else involved? That will likely only mean escalation.

Please give me a time we can at least discuss the go forward.

Praying for you and all involved!

Carl Tierney

CT Steve I'm working on it. There is no call to have

I will resolve it asap. I am in the middle of bank reconciliation over 110 accounts and 8+ million dollars which is why there is a notice out. I am finishing the recon right now and will push updates and money asap.

CT But having a call with you does nothing

So not to go through the hell of what happened two years ago when I got bad confirmation files I am reconciling before I make anything worse. That takes time and data from the bank. I am deep in the middle of it. There is nothing you can do to create more urgency for me.

Thank you Carl for the communication. It helps immensely. There is not a day I am not praying for you, your team and breakthroughs in all of it!
Love you!

Tue, Aug 27 at 10:25 AM

Any update Carl? It seemed like we were starting to get on track then we received 80K yesterday and today or 9K today.

SB000088

Exhibit 2, Page 3 of 6
Praying forward,
Steve

Fri, Sep 6 at 1:31 PM

Hi guys, of course I am disappointed there is still no word from you. Still praying every day for you Carl! I have to trust that you are working as hard as you can to reconcile your system.

One hopefully small ask. You will SIGNIFICANTLY reduce the nagging and concern if you can complete the cutover to Tithely.

I am told there are three open items.

1. Giver to payment method relationship file, from 06/20 to today, sent to Stripe with the encryption key provided by Stripe (riad email from last week)
2. Shut off all recurring gifts, on Tuesday Sept 10 at noon pst
3. Continued access to v2 admin portal and v2 to SBC api (of course we will pay for this!)

ANY CHANCE WE CAN GET ITEM 1 DONE TODAY?

GOD IS FAITHFUL EVEN WHEN WE DO NOT FEEL IT. HE WILL FAITHFULLY DELIVER YOU AND US THROUGH THIS TUNNEL. I BELIEVE THAT - MANY ARE PRAYING FOR IT AND I AM SURE YOU ARE TOO!

Love you both,
Steve

Carl Tierney

CT

I will work on a file upload this weekend. And I will cut off recurring Monday night.

Thank you Carl! I dream of a day at the other end of this when we can thank God it is behind. Praying for your health, your stamina and most of all His peace over you!

Tue, Sep 24 at 5:29 PM

SB000089

Dear Paul and Carl. thank you for all of your help to make

I was sad when I read your letter transitioning your remaining churches. I know it has been a very long hard journey. That said, I pray God gives you a deep sense of the great numbers of people and churches you have served well and as a result you are now part of their life change and many others too! You stepped out at a time of great need in the church. For that I am so grateful.

I'm sorry to come to you with an urgent matter again and I had hoped to give more time but as timing would have it, I am told our independent auditors for our 6/30 year-end are pressing us urgently on the status of our remaining funds with you especially since so much is older than August. They literally asked about potential theft, fraud or bankruptcy. Of course I have said I believe there will be no further significant delay but we are still pressed for a confirmation on the timing of receiving our outstanding \$2.6M.

Leadership is also starting to get calls from churches asking how the transition is going from V2 to Tithely and I certainly would not want there to be any negative in those conversations!

Can we please jump on a video call in the next 24 hours? The team here urgently needs a response to the auditors and deeply wants to avoid any negative conversations with churches. Does 10am Pacific work for you tomorrow? If not, when is the best time to connect?

Thank you. Praying for all of the hard work to complete this smoothly, praying for the new season and for each of you.

Steve

Wed, Sep 25 at 10:37 AM

Carl Tierney

I absolutely cannot. I'm buried Steve. I had to lay everyone off. I have had to work to try and automate and make it easy for clients to go somewhere else. I have a ton of clients to care for all in varying positions as I am trying to sort through everything. Maybe I can do something later in the week or next week but I have to try and get all of the clients safely landed somewhere asap. And please don't ask and threaten and then pray for me. I am still working to help as much as possible everyone as I struggle with depression

SB000090

CT

have a meeting I will let you know. My priorities in order are the employees I laid off, clients still on Vision2, then clients who are not on Vision2 anymore. I'm working as fast as I can on everyone's concerns and needs including yours. If that's not good enough I'm sorry.

Wed, Sep 25 at 12:24 PM

Carl, PLEASE LET ME COME HELP YOU.

I am only a conduit with leadership now. I am not intending to threaten!, only communicating the reality of the situation here. There is nothing that will stop my prayers for you and all you are managing.

I know we have not really connected in a very long time but believe me when I say I know the thoughts of suicide. It is all at once fueled by and perpetuated by being alone in the mess. But you must believe me when I say there is hope through all of this.

Part of that hope is THERE ARE PEOPLE WHO WILL HELP YOU - FOR FREE!

I am one of them. PLEASE LET ME COME HELP YOU AND SEE HOW GOD WILL OPEN THE DOOR FOR OTHERS TO HELP.

I can be there as soon as Saturday!

Praying through this. Nothing is too hard for God.

Thu, Oct 3 at 8:42 AM

Good morning Carl, hoping the pile is getting a little bit smaller. My offer to come help still stands and I'm sure others would come help too!

The CFO here asked about any update. You mentioned last week that maybe by this week you might be able to provide some information. Is there any expected timeline yet for the church to receive its money?

Praying you know the God who made everything is FOR YOU! Especially when we are in a mess and cannot see the other end. He sees you and has plans for **SB0000094** you are good!

Mon, Oct 7 at 4:25 PM

Paul and Carl, the leadership urgently needs some communication regarding the outstanding \$2.6M.

Read

SB000092

[View in browser](#)



Important Update: Vision2 Transition to Tithely

Dear Riad,

In 2012, I built Vision2 from the ground up to provide churches and organizations with better tools to engage givers and inspire generosity. While it has been the greatest joy to serve you in this effort, after 12 years of service, Vision2 has decided to close its doors in the near future. Your support and belief in our mission to elevate generosity have meant the world to us, and I am deeply sorry for any inconvenience this decision caused.

As part of this transition, we have carefully selected Tithely as the platform to best serve our customers moving forward. Many organizations, including [Saddleback Church](#), have already successfully migrated to Tithely, and we're excited for you to experience the same seamless transition.

We understand some of the challenges you've faced over the years, and we are confident that these issues will be resolved with Tithely's proven, robust platform. We've chosen Tithely for their shared vision for the success of the local church, their industry-leading features, ease of use, and outstanding customer support, ensuring your needs are fully met going forward. Tithely currently processes nearly 1 million gifts per year from the 39,000 churches they serve. They've been in business for ten years and have processed billions of dollars in donations for the local church.

Rest assured, your current pricing will remain the same, and all of your historical data and donor accounts will be migrated for you, including payment methods and recurring gifts. Everything will work without any donation/donor disruption. We are ready now for you to migrate to Tithely, and I will be part of the dedicated team guiding you through the process. You won't have to

worry about being without a giving platform during this critical time of year-end giving—we commit that you'll either be using Tithely or remain on Vision2 until the migration is complete.

Our migration team is standing by and will provide you with a personalized migration plan. We'll also ensure that your long-term customer support needs are fully covered by Tithely's highly responsive and dedicated support team.

To get started, click below to meet the Tithely/Vision2 joint transition team and schedule your call now.

Meet with the Migration Team

To recap, we are going to make this easy:

- **Your recurring donations will continue without donors doing a thing!**
- **Your pricing will remain the same.**
- **We will move over your historical giving data for you.**
- **We have a dedicated team, including myself, to help you with this transition.**

We're excited about this new chapter and are confident that Tithely will offer everything you need to continue your mission without interruption. Thank you for being part of the Vision2 family, and we look forward to ensuring your smooth transition to Tithely.

Carl Tierney
Co-Founder & CTO, Vision2

From: hchapin@dallaslawhero.com
To: [Laura Gleen](#); [Robin Lindley](#)
Subject: Re: RE: Dallas lawsuit
Date: 04 November 2024 19:23:10
Attachments: [image001.png](#)
[2024.11.04 - Agreed Order - PI - Saddleback edits-hrcrev.docx](#)

Howdy LG,

1. I adjusted the PI order one more time with light edits and added my signature block – please let me know if this is OK and please add your signature block, and I can sign it today.
2. The only “substantive” change – if you can call it that – was to the footnote: I cannot agree to the introduction of qualifying language as to the Operating Account, since this is only going to cause confusion and disorder with TCB’s interpretation of this order. I’ve already explained what the funds are slated to be used for, the intention is for them to be spent on Vision2’s internal investigation of the accounting system / preservation of data.
3. I am asking if we can get you responses to the 4 “discovery” questions asap but since my client hasn’t responded definitively yet on those specifically, I cannot commit to such things in an order format at this time today. I am optimistic V2 has the capability to volunteer most if not all of what you are asking in a short period of time - thus it would be more appropriate leaving that out of the order given your desire to get an agreed order on file today.

Sincerely,
HRC

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

From: Laura Gleen <lgleen@buckkeenan.com>
Date: Monday, November 4, 2024 at 9:56 AM
To: Hershel Chapin <hchapin@dallaslawhero.com>, Robin Lindley
<lindley@buckkeenan.com>
Subject: RE: RE: Dallas lawsuit

Hi Hershel –

Attached is a revised draft, which incorporates your comments below and your edits, with a few tracked changes where I did not accept your edits or had further revisions. It also still includes the information requests we had in our earlier draft, except for the account balance information, since we now have that.

If we can get an agreement that Vision2 will provide the requested information, we don't need to include it in the order.

Please let me know – we would like to get this on file by COB today.

Thank you,

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019
(713) 225-4500 (Telephone)
(713) 225-3719 (Fax)
www.buckkeenan.com

From: Hershel Chapin <hchapin@dallaslawhero.com>
Sent: 04 November 2024 12:58
To: Laura Gleen <lgleen@buckkeenan.com>; Robin Lindley <lindley@buckkeenan.com>
Subject: Re: RE: Dallas lawsuit

Vision2 is agreeable to having the order apply to Wells Fargo and Pathward and to freezing all accounts containing church funds. As a practical matter Vision2 cannot agree to remit all those funds because that violates the state court injunction .

Can you please propose revisions that are consistent with that? Also what specific things do you seek discovery over?

I am having difficulty locating the original proposed order language because my inbox has about

2000 messages and the "search" function isn't working at the moment... Could you please make the revisions you seek to add and then I can review them?

Sincerely,
HRC

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

Sent from Proton Mail Android

----- Original Message -----

On 11/4/24 3:54 AM, Laura Gleen wrote:

Hi Hershel –

Please let us know where things stand on this order.

Regarding the different accounts, you told us that at one point all the churches' monies were commingled, and that the accounting issues go as far back as COVID, which is well before the separate accounts were put in place. Therefore, we do not accept the premise that the only funds which might belong to Saddleback are those in the now-segregated account, and we maintain our right to collect the church's funds wherever they're located.

Please do include Wells Fargo and Pathward Financial and yes, please make it clear that they can't touch any funds other than those which are currently in that TCB operating account.

Thanks

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019
(713) 225-4500 (Telephone)
(713) 225-3719 (Fax)
www.buckkeenanalp.com

From: hchapin@dallaslawhero.com <hchapin@dallaslawhero.com>

Sent: 01 November 2024 19:58

To: Laura Gleen <lgleen@buckkeenanalp.com>; Robin Lindley
<lindley@buckkeenanalp.com>

Subject: Re: Dallas lawsuit

Laura,

I will confer with my client over these edits and see what I can get you. Please let us continue to collaborate on this project. Vision2 wants to reassure each and every Church that it is being part of the solution.

As a factual matter your edits to #13 render it an inaccurate statement. I clarified what account was separately designated for Saddleback, you deleted that clarification.

Also just FYI:

There are no funds known to be in any other banks other than TCB. But we can make it expansive to include Wells Fargo Bank (past bank) and Pathward Financial (handled some card transaction operations for Finix, but that has been shut down). I do not know the actual legal names of these entities with certainty but that is what they are called informally. The order should not be overly expansive to "all banks" because V2 may need to move the V2 operating account to a different bank. We can make it clear V2 cannot touch funds other than operating funds.

Sincerely,
HRC

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.

Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

From: Laura Gleen <lgleen@buckkeen.com>
Date: Friday, November 1, 2024 at 12:05 PM
To: hchapin@dallaslawhero.com <hchapin@dallaslawhero.com>, Robin Lindley <lindley@buckkeen.com>
Subject: RE: Dallas lawsuit

Hi Hershel –

Some edits and comments attached.

Two key issues:

First, we need this injunction to extend to all Vision2 accounts – not just those held at Texas Capital Bank.

Second, you have stricken the parts of the order relating to the provision of documents, but the list of bank accounts you sent us yesterday does not provide all of the information we urgently need. This just shows the cash balance in the banks, not what the software shows each church is owed, or the other requested information.

Please let us know which of the requested materials you are agreeing to provide to us, and by when. If we have your agreement to immediately provide those materials outside of the injunction, we can accept it not being included in the order itself.

Please let me know if you would like to discuss these items or any of my edits today (I am available until 2 pm your time) or if you prefer to set a call for first thing on Monday (I can do before 9 am or after 9:30).

Thank you,

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019
(713) 225-4500 (Telephone)
(713) 225-3719 (Fax)
www.buckkeenanalp.com

From: hchapin@dallaslawhero.com <hchapin@dallaslawhero.com>

Sent: 01 November 2024 16:06

To: Robin Lindley <lindley@buckkeenanalp.com>

Cc: Laura Gleen <lgleen@buckkeenanalp.com>

Subject: Re: Dallas lawsuit

Please see attached P.I. language approved by Vision2 and let me know if this works for you.

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

From: hchapin@dallaslawhero.com <hchapin@dallaslawhero.com>

Date: Thursday, October 31, 2024 at 5:30 PM

To: Robin Lindley <lindley@buckkeen.com>

Cc: Laura Gleen <lgleen@buckkeen.com>

Subject: Re: Dallas lawsuit

Robin & Laura,

Please see attached Dallas County District Court Temporary injunction with carveout for operating funds that issued today. (It also contains a document attached that should answer a lot of your questions). There is still a pre-judgment writ of garnishment but it is expected to soon be partially dissolved (we hope) to enable access to the operating funds so V2 can continue making progress with the reconciliation (it has been making progress but these funds are essential for it to continue to do so).

I have revised preliminary injunction language- my client rep is reviewing it now. Will send as soon as I can today or tomorrow.

Working on answers for the Saddleback federal court lawsuit. Please do not serve the defendants – it is not necessary. And working on responses to your other requests in email.

Sincerely,
HRC

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

From: hchapin@dallaslawhero.com <hchapin@dallaslawhero.com>
Date: Thursday, October 31, 2024 at 9:41 AM
To: Robin Lindley <lindley@buckkeen.com>
Cc: Laura Gleen <lgleen@buckkeen.com>
Subject: Dallas lawsuit

Here's some of the Dallas lawsuit stuff

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SADDLEBACK VALLEY
COMMUNITY CHURCH
Plaintiff

V.

VISION2SYSTEMS, LLC,
CARL TIERNEY, AND
PAUL BALDWIN
Defendants

CASE NO. CASE NO. 3:24-cv-02700

AGREED PRELIMINARY INJUNCTION

Before the Court is the Application for Temporary Restraining Order and Preliminary Injunction of Saddleback Valley Community Church (“Saddleback Church” or the “Church”). The requirements of this order in Section IV are consented to by Vision2Systems, LLC (“Vision2”), Carl Tierney, and Paul Baldwin (together, “Defendants”).

For the reasons stated below, the Court finds that a preliminary injunction should issue.

I. FACTUAL BACKGROUND

1. Starting in 2012, Saddleback Church had a contract with Vision2 for Vision2 to collect and facilitate transfer of donations to Saddleback Church.
2. As a fee for collecting and facilitating transfer of donations to Saddleback Church, Vision2 retained a per-transaction fee and a percentage of each donation.
3. For roughly a dozen years, Saddleback Church relied on Vision2 to collect and facilitate transfer of donations and, as far as Saddleback Church was aware, Vision2 was doing so in accordance with their agreement.
4. In late 2023, Saddleback Church encountered intermittent problems with Vision2's ~~processing-facilitation~~ of donations, ranging from check ~~funds~~ not being ~~processed~~

2. As a fee for collecting and facilitating transfer of donations to Saddleback Church, Vision2 retained a per-transaction fee and a percentage of each donation.

3. For roughly a dozen years, Saddleback Church relied on Vision2 to collect and facilitate transfer of donations and, as far as Saddleback Church was aware, Vision2 was doing so in accordance with their agreement.

4. In late 2023, Saddleback Church encountered intermittent problems with Vision2's ~~processing facilitation~~ of donations, ranging from check ~~funds~~ not being ~~processed~~

transmitted to monies taking too long to be deposited with the Church. Vision2 indicated it was working to solve the problems.

5. The number and amount of donations shown in Vision2's records as collected-but-not-transferred to the Church kept increasing.

6. In February 2024, Saddleback Church informed Vision2 that it would be ending its relationship with Vision2 and contracting instead with Tithe.ly, which also offers donation facilitation services.

7. The amount of unprocessed-un-remitted donations shown on Vision2's system ballooned. As of October 24, 2024, based on the records provided by Vision2 to Saddleback Church, Vision2 had failed to transfer at least \$2,621,178.38 to the Church. That is, Vision2's records indicated that Vision2 has collected those funds from Saddleback Church's donors, but had not transferred those funds to Saddleback Church, as expected according to Vision2's software.

8. Until around July 2024, Vision2 had been placing donation funds in a Wells Fargo account. In or around July 2024, Vision2 switched its banking to Texas Capital Bank. Vision2 currently maintains, at Texas Capital Bank, Vision2's operating account with an account number ending in 2385 ("Operating Account") and other accounts containing church donation funds including, but not limited to, a custodial account designated for the benefit of Saddleback Church (account number ending in 5164) and a pooled church funds account (account number ending in 2147).

9. In September 2024, Vision2 announced to Saddleback Church and others that it was shuttering its operations. Defendants stated they would be recommending all accounts be transferred to Tithe.ly – the same service provider selected by Saddleback Church as a replacement service.

10. Separate from the transition of services to Tithe.ly, Saddleback Church has repeatedly demanded that Vision2 transfer to the Church its donations. Vision2 failed to do so, and since September 2024, it stopped responding to Saddleback Church's entreaties for payment.

11. Saddleback Church's funds were deposited in accounts at Wells Fargo Bank and Texas Capital Bank.

12. At various points in time, Vision2 commingled Saddleback's funds with funds belonging to other churches for which Vision2 was contracted to facilitate payments. Other churches have made claims that Vision2 has likewise failed to facilitate and transfer funds belonging to those churches.

13. Vision2 [has represented that it](#) does not have separate or additional funds from which to pay Saddleback the amounts Vision2's records show it is owed.

14. It is imperative that Saddleback Church obtains injunctive relief immediately to temporarily enjoin Vision2 from misuse of church funds by freezing ~~the church~~ [the custodial funds held by Vision2](#) as-they-are, where-they-are.

15. Injunctive relief is necessary because Saddleback Church does not have an adequate remedy at law if Vision2 is allowed to deplete the funds which Vision2's records show as belonging to the Church but which Vision2 has not transferred to the Church.

16. Saddleback Church therefore seeks a preliminary injunction to maintain the status quo and protect the donations made by its parishioners to the Church.

II. LEGAL STANDARD

17. The same standard governs the issuance of a temporary restraining order and that of a preliminary injunction. *See Greer's Ranch Café v. Guzman*, 540 F. Supp. 3d 638, 644–45 (N.D. Tex. 2021) (O'Connor, J.).

18. Here, Defendants received notice of this application, so the Court may issue a preliminary injunction, rather than a temporary restraining order. Fed. R. Civ. P. 65(a)(1).

19. A movant seeking preliminary injunctive relief must establish (1) “a substantial likelihood that the movant will prevail on the merits”; (2) a “substantial threat that irreparable harm will result if the injunction is not granted”; (3) a “threatened injury [to the movant that] outweighs the threatened harm to the defendant”; and (4) that “the granting of the preliminary injunction will not disserve the public interest.” *Clark v. Prichard*, 812 F.2d 991, 993 (5th Cir. 1987). A temporary restraining order is “simply a highly accelerated and temporary form of preliminary injunctive relief,” which requires the party seeking such relief to establish the same four elements for obtaining a preliminary injunction. *Hassani v. Napolitano*, No. 3:09-CV-1201-D, 2009 WL 2044596, at *1 (N.D. Tex. July 15, 2009). Therefore, the same criteria are applicable to temporary restraining orders. *See May v. Wells Fargo Home Mortg.*, No. 3:12-CV-4597-D, 2013 WL 2367769, at *1 (N.D. Tex. May 30, 2013).

20. Additionally, Federal Rule of Civil Procedure 64 allows federal courts to issue preliminary injunctions to the extent permitted by the law of the state where the court is located.

21. Under Texas law, an injunction freezing a defendant’s assets is permissible where “there is a logical and justifiable connection between the claims alleged and the acts sought to be enjoined, or where the plaintiff claims a specific contractual or equitable interest in the assets it seeks to freeze.” *RWI Constr., Inc. v. Comerica Bank*, 583 S.W.3d 269, 277 (Tex. App.—Dallas 2019, no pet.).

III. A PRELIMINARY INJUNCTION IS WARRANTED

A. Saddleback Church is likely to succeed on the merits

22. Saddleback Church has brought claims for, inter alia, breach of contract, unjust enrichment, quantum meruit, breach of fiduciary duty, suit for accounting, and money had and received.

23. Saddleback Church had a contract with Vision2 for it to facilitate transfer of its donations made by the Church's donors to the Church. Vision2 has, per its own records, failed to process \$2,621,178.38 of those donations, which is a breach of the parties' contract. That breach resulted in injury to the Church. The evidence supports a finding that Saddleback Church is likely to succeed on its claim for breach of contract by Vision2.

24. Saddleback Church's claims in the alternative to the existence of a contract (unjust enrichment, quantum meruit, and money had and received) are each also supported by the evidence because, according to Vision2's own records, Vision2 is ~~or was~~ holding funds which belong to the Church.

25. Thus, the first prong of the analysis is met.

B. There is a substantial threat of irreparable harm absent injunctive relief

26. "[H]arm is irreparable where there is no adequate remedy at law, such as monetary damages." *Greer's Ranch Café v. Guzman*, 540 F. Supp. 3d 638, 651 (N.D. Tex. 2021) (quoting *Janvey v. Alguire*, 647 F.3d 585, 600 (5th Cir. 2011)). But "the mere fact that economic damages may be available does not always mean that a remedy at law is 'adequate.'" *Janvey*, 647 F.3d at 600. "If the movant shows that there are 'extraordinary circumstances'—such as evidence showing that the defendant is likely to become insolvent before final judgment or that the defendant intends to dissipate his assets to make a judgment awarding damages uncollectible—then a court may find the harm irreparable." *Allstate Settlement Corp. v. Doucette*, No. CIV.A. H-15-1130, 2015 WL 2091767, at *2 (S.D. Tex. May 5, 2015) (internal citation omitted).

27. Here, Vision2 has announced that it is shuttering its operations.

28. Having failed to transfer to Saddleback Church the funds which its records indicate it owes the Church, with multiple other churches making similar claims regarding their funds, and now shuttering its operations such that it will not be receiving additional funds with

which it could pay the Church, Vision2, will either become insolvent or will otherwise be unable to pay a multi-million dollar judgment against it.

29. Due to the impending closure of Vision2, it is also urgent that information and records relating to this matter are preserved.

30. Thus, Saddleback Church will suffer irreparable harm if the injunction does not issue to protect church funds.

C. The balance of hardships between the parties and the effect to public interest also favor granting a temporary restraining order

31. Saddleback Church seeks only to enjoin the use by Defendants of church funds in Vision2's custodial accounts up to an amount which Vision2's records show belong to Saddleback Church, and to freeze such funds as-they-are, where-they-are. Defendants have no ownership claim or right to these funds, so depriving ~~them~~ Vision2-them of ~~their~~ its-their ability to use these funds does not violate any right Defendants possess. Saddleback Church does not seek to enjoin the use of Vision2's Operating Account funds. Defendants have consented to the injunctive relief sought herein further demonstrating that any potential harm to Defendants is outweighed by the harm to Saddleback Church absent temporary relief.

32. Thus, any harm suffered by Defendants as a result of an injunction is insufficient to outweigh the harm suffered by Saddleback Church absent temporary relief.

33. The issuance of an injunction would not adversely affect the public interest. The injunction will only ensure that the funds are protected until the rightful owner can be determined via final judgment in the underlying claim. Protection of ownership is in the public interest.

D. The injunction should issue because Saddleback Church has specific contractual or equitable interest in the assets it seeks to freeze

34. Additionally, Saddleback Church is making a claim to specific funds shown on Vision2's records as deposited by the Church's donors for its benefit. The \$2,621,178.38 it

seeks to have protected via injunction are directly traceable as payments into Vision2's accounts.

35. Therefore, these funds are "logically and justifiably connected to [Saddleback Church's] breach of contract claim and the relief it seeks in this case." *RWI*, 583 S.W.3d at 277. Thus, an injunction should issue. *Id.*

IV. ORDER

36. Because Saddleback Church satisfies the requirements for requesting a preliminary injunction and will post bond, the Court finds that the Church's application for a preliminary injunction should be granted. Accordingly, the Court orders that:

a. Vision2, its officers, directors, agents, employees, or representatives, along with Carl Tierney, and Paul Baldwin cease expending or moving any funds from ~~Vision2's custodial accounts~~any of Vision2's accounts held at TCB, Wells Fargo Bank, Pathward Financial, Inc., and any other bank with the exception of the funds currently located in its Operating Account¹;

~~b.—~~

~~c. Within five days of this order, Vision2 shall provide to Saddleback Church documents containing the following information, in native format where available:~~

~~i. The total amount which Vision2's system shows that it owes its current or former client churches;~~

~~ii. The name of each current or former client church and the amount which each is owed according to Vision2's system;~~

¹ The Court intends for this Preliminary Injunction to allow Vision2Systems, LLC immediate full, and unrestricted access and utilization of the funds contained in Account No. XXXXXX2385, so long as those funds are used for a proper business purpose.

~~iii. Account history for one year for each of Vision2's custodial and operational accounts, showing all transactions in and out of those accounts (this includes non-operational accounts);~~

~~iv. A list of every server, platform, drive, device, or system on which Vision2's historical and current records are located and, if not owned or permanently controlled by Vision2, contact information for the owner or custodian of those records.~~

~~d.b.~~ Saddleback Church post a \$10,000 bond no later than _____, 2024.

37. This order is effective immediately at _____ on _____, 2024 and shall remain in full force and effect throughout the pendency of the above-captioned case unless and until otherwise terminated or modified by further order of the Court or final disposition of all claims and causes of action before the Court.

SO ORDERED on _____, 2024.

Agreed as to form and substance:

H. R. CHAPIN, ATTORNEY & COUNSELOR, PLLC

4301 Alpha Road

Dallas, TX 75244

(972) 707-7482 Telephone

(214) 736-3945 Facsimile

hchapin@gmail.com Email

Hershel R. Chapin

TX State Bar No. 24074020

ATTORNEY FOR DEFENDANTS VISION2SYSTEMS, LLC, CARL TIERNEY, and
PAUL BALDWIN

From: hchapin@dallaslawhero.com
To: [Laura Gleen](#)
Cc: [Robin Lindley](#); [Tammy Williams](#)
Subject: Re: Saddleback/Vision2
Date: 18 November 2024 16:31:45
Attachments: [image001.png](#)

Yes LG, I plan to file answers today. I was backed up on a few matters.
I am still working on getting you those other items. Have not forgotten. Thanks.

HRC

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

From: Laura Gleen <lgleen@buckkeen.com>
Date: Monday, November 18, 2024 at 9:16 AM
To: hchapin@dallaslawhero.com <hchapin@dallaslawhero.com>
Cc: Robin Lindley <lindley@buckkeen.com>, Tammy Williams <twilliams@buckkeen.com>
Subject: RE: Saddleback/Vision2

Hershel –

We did not see an answer filed last week. If it isn't filed today, we will have your clients served tomorrow.

Also, please respond regarding the discovery. Again, if we don't hear that they will

voluntarily provide what we're seeking, we will move to compel expedited discovery. For the purposes of the certificate of conference, we note our repeated attempts to engage with you on this issue and the repeated lack of a clear answer.

Thank you,

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019
(713) 225-4500 (Telephone)
(713) 225-3719 (Fax)
www.buckkeenanalp.com

From: hchapin@dallaslawhero.com <hchapin@dallaslawhero.com>
Sent: 13 November 2024 19:37
To: Laura Gleen <lgleen@buckkeenanalp.com>
Cc: Robin Lindley <lindley@buckkeenanalp.com>
Subject: Re: Saddleback/Vision2

Howdy LG,

I anticipate filing an answer by tomorrow.

I have many irons in the fire on this case, I'll get back to you on the other action items as soon as I can.

Sincerely,
HRC

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482

fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

From: Laura Gleen <lgleen@buckkeen.com>

Date: Wednesday, November 13, 2024 at 11:49 AM

To: hchapin@dallaslawhero.com <hchapin@dallaslawhero.com>

Cc: Robin Lindley <lindley@buckkeen.com>

Subject: Saddleback/Vision2

Hi Hershel –

Hope all is well. Could we please get some firm answers on the following:

- Answer on behalf of the three defendants: when do you anticipate getting that on file, please? As you've seen from the court order on the motion, your not having appeared on their behalf is creating significant additional work.
- Records: can we get the following within the next week, please?
 - Bank records showing all transfers of money into and out of Vision2's current and past accounts for the past 12 months, and the custodian information for each account money was transferred to.
 - A copy of Vision2's records which you say Carl was putting onto hard drives from all the various servers and drives where it resided
 - The total amount which Vision2's system shows that it owes its current or former client churches;
 - The name of each current or former client church and the amount which each is owed according to Vision2's system

I appreciate in the past that you have said you hope we can work things out and get some of what we need, but at this stage, we need a firm commitment and the materials. If we can't get this information voluntarily and immediately, we will move for expedited discovery.

Thank you,

Laura

Laura Gleen



2229 San Felipe Street

Suite 1000

Houston, Texas 77019

(713) 225-4500 (Telephone)

(713) 225-3719 (Fax)

www.buckkeenanalp.com

From: [Hershel Chapin](#)
To: [Laura Gleen](#)
Cc: [Kyle Carney](#); [Robin Lindley](#)
Subject: Re: RE: Phishing Emails - Security Breach
Date: 14 January 2025 19:53:55
Attachments: [image002.png](#)
[image003.png](#)

I will take these proposals into account when I prepare a revised draft this week

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

Sent from Proton Mail Android

----- Original Message -----

On 1/14/25 12:51 PM, Laura Gleen wrote:

Hershel –

I understand your clients' concerns, but they have to understand that this case is not unique in involving sensitive data: neither in type nor in quantity. Cases involving this level of sensitive data happen all the time, and there are no indemnity provisions or demonstrations of insurance involved (we will not agree to either of those absent a court order). The way these issues are addressed are via protective orders.

We have no objection to conditioning the data we get copies of in theory, but we, as attorneys, need to be able to look at a transaction and match it to our

list of known donations, so we need enough data to remain for us to do that.

We do object to any requirement that attorneys view data in-person. We can reach agreements about the data being hosted in a secure location, and not saved on our firms' servers, but we need to be able to see what our experts are seeing in real time.

Can you please provide a timeframe for these details and the revised order?

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019
(713) 225-4500 (Telephone)
(713) 225-3719 (Fax)
www.buckkeenanalp.com

From: hchapin@dallaslawhero.com <hchapin@dallaslawhero.com>
Sent: 14 January 2025 18:15
To: Laura Gleen <lgleen@buckkeenanalp.com>
Cc: Kyle Carney <kyle@carney.law>
Subject: FW: Phishing Emails - Security Breach

Dear LG,

I received 2 phishing emails from Kyle's email account this past week. I deleted them immediately. See below message where he discussed this.

This type of data security breach is exactly why my clients do not trust even lawyers with storing sensitive data.

There needs to be conditioning of all data that is being stored by attorneys (transactions stripped of any personal data or data with which someone could be personally identified).

We can have agreed-upon expert-eyes-only storage of raw data and attorney *in-person* viewing with a log of who views it and when, but anything less than that will require indemnification and proof of

insurance coverage. There are over 1 billion transactions containing customer data we are talking about.

I am working out the details with my clients now. I will send a revised order once I hear back from them. Thanks.

Sincerely,
HRC

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

From: Kyle Carney <kyle@carney.law>

Date: Friday, January 10, 2025 at 8:20 PM

To: Kyle Carney <kyle@carney.law>

Cc: Kyle Carney <kyle@carney.law>, Mille Bradley <mille@carney.law>

Subject: Phishing Emails - Security Breach

Good evening,

I really appreciate the kindness of several of you reaching out today to give me the heads up that you received two suspicious emails from me. Please do not open any links or attachments with those emails. If you did attempt to open them (or maybe even if you didn't), please consider changing your password and enabling multi-factor authentication if you haven't already done

so. Although I already had these measures in place, my email account was hacked today.

It seems that the account has been secured and that there is no longer a breach. I am following up to see what else can be done to prevent future cyber hacking.

Please don't hesitate to reach out if you have any questions or issues. Again, I would encourage you to at least take a moment to simply change your password associated with your current email account.

I apologize for the inconvenience and hope you do not face similar issues from these emails.

Truly,
Kyle



Kyle Carney • Member
Carney Law PLLC

9800 Hillwood Parkway, Ste. 140
Fort Worth, Texas 76177
Ph: (817) 717-1195
kyle@carney.law

ra

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

SADDLEBACK VALLEY
COMMUNITY CHURCH
Plaintiff

v.

VISION2SYSTEMS, LLC,
CARL TIERNEY, AND
PAUL BALDWIN
Defendants

§
§
§
§
§
§
§
§
§
§

CASE NO. 3:24-cv-02700

**SADDLEBACK VALLEY COMMUNITY CHURCH’S FIRST SET OF
INTERROGATORIES TO CARL TIERNEY**

**TO: Defendant Carl Tierney, by and through its attorney of record Hershel R. Chapin of
H. R. Chapin, Attorney & Counselor, PLLC, 4301 Alpha Rd., Dallas, Texas 75244.**

Plaintiff Saddleback Valley Community Church (“Saddleback Church”) hereby, pursuant to the Federal Rules of Procedure, serves its Interrogatories and Request for Production (collectively, “Discovery Requests”) upon Defendant Carl Tierney (“Tierney”) in the above-styled and numbered cause as follows:

Saddleback Church specifies that Tierney (hereinafter, “You”) must serve written responses to these Discovery Requests within thirty (30) days after service thereof, except to any extent the Federal Rules of Civil Procedure may allow otherwise, at the offices of Buck Keenan LLP, 2229 San Felipe, Suite 1000, Houston, Texas 77019.

Saddleback Church further calls upon You to supplement answers to these Discovery Requests if and when any additional information, relevant or related to the matters considered or discussed therein, comes to your knowledge, as is required by Rule 26(e)(1)(A) of the Federal Rules of Civil Procedure.

The included Interrogatories are made pursuant to Rule 26 and Rule 33 of the Federal Rules of Civil Procedure. Saddleback Church requests that You respond to each Interrogatory and its logically and/or factually related subparts fully and completely as required by Rule 33(2)(b)(3). To the extent that You timely resent a good faith objection to any Request or Interrogatory herein, Saddleback Church reminds You that You are obligated to respond fully and completely to the non-objectionable remainder of the Requests or Interrogatory and failure to do so will be considered a failure to cooperate in discovery, pursuant to Rule 37 of the Federal Rules of Civil Procedure.

Pursuant to Rule 26 and 34 of the Federal Rules of Civil Procedure, any documents that are responsive to the Requests for Production should be produced with the response. If You assert that such documents are voluminous, Saddleback Church demands that such documents be produced for inspection and copying at the offices of Buck Keenan LLP, 2229 San Felipe, Suite 1000, Houston, Texas 77019 at 10:00 a.m. on the first business day thirty (30) days after service of this document.

Respectfully submitted,

BUCK KEENAN, LLP

By: /s/ J. Robin Lindley

J. Robin Lindley

State Bar No. 12366100

lindley@buckkeenan.com

Laura Gleen

State Bar No. 24085329

lgleen@buckkeenan.com

2229 San Felipe, Suite 1000

Houston, Texas 77019

(713) 225-4500

(713) 225-3719 (Fax)

**ATTORNEYS FOR PLAINTIFF
SADDLEBACK VALLEY
COMMUNITY CHURCH**

CERTIFICATE OF SERVICE

On December 23, 2024, I hereby certify that I have served all counsel of record electronically or by another manner provided by Federal Rules of Civil Procedure 5(b)(2).

/s/ J. Robin Lindley

J. Robin Lindley

DEFINITIONS

1. **“Plaintiff” and/or “Saddleback”** means Saddleback Valley Community Church and includes agents, servants, employees, attorneys, and/or other representatives acting on behalf of or under the direction of Saddleback.
2. **“Defendant” and/or “Tierney”** means Carl Tierney and includes agents, servants, employees, attorneys, and/or other representatives acting on behalf of or under the direction of Carl Tierney.
3. **“Vision2”** means Vision2Systems, LLC and includes agents, servants, employees, attorneys, and/or other representatives acting on behalf of or under the direction of Vision2Systems, LLC.
4. **“Baldwin”** means Paul Baldwin and includes agents, servants, employees, attorneys, and/or other representatives acting on behalf of or under the direction of Paul Baldwin.
5. **“Defendants”** means collectively, Defendants Vision2Systems, LLC, Carl Tierney, and Paul Baldwin.
6. **“Processing of Donations”** means the work which Vision2 performed for Saddleback Church and other clients, beginning with the receipt of donations, through to the remittance of a portion of the donated amount to the client, and includes any movement of funds between bank accounts and spot-checking, reconciliation, and other safety or verification procedures conducted in the ordinary course of business by or on behalf of Vision2.
7. **“Client”** means any client or customer of Vision2 for which it performed Processing of Donations.
8. **“Suit” and/or the “Lawsuit”** means and refers to Case No. 3:24-cv-02700 in the United States District Court in the Northern District – Dallas Division.
9. **“Internal”** means and refers to any documents or communications created, stored, or exchanged within, by, or through, Vision2, Carl Tierney, and/or Baldwin; specifically, all Defendants by his employees or agents to support the processes, work or determinations made by Plaintiff. Examples of “Internal” documents or communications as used herein are: emails or messages by electronic or software applications between employees, between You, Your Employees, and/or any of Your vendors, etc. (including SMS or text messages).
10. **“Complaint”** means and refers to Plaintiff’s Original Complaint, filed on October 28, 2024 [Dkt 1], and any amendments or supplements thereto.
11. **“Answer”** means and refers to Vision2Systems, LLC’s Answer to Plaintiff’s Original Complaint filed on October 28, 2024, [Dkt 1], and any amendments or supplements thereto.

12. **“Communication(s)”** or **“Correspondence(s)”** means any Document (as that term is defined below), or any other exchange of information by any means, not limited to in-person conversations; U.S. mail; commercial mail or parcel service; telegraph; telegram; telephone; facsimile; telex; transmissions between Devices; email; text message; or social media post, Slack communications or any other software applications communications; Salesforce communications; Teams communications; including the electronic information and metadata associated therewith.

13. **“Document”** includes all written, typed, printed, taped and pictorial matter of any kind or nature whatsoever, however produced or reproduced in whatsoever form maintained, and all identical and non-identical (for whatever reason) copies and prior drafts thereof in Your possession, custody, or control and includes, but is not limited to, correspondence, transcriptions, tapes, notes from telephone conversations, agreements, contracts, promissory notes, security agreements, records, tape recordings (whether or not transcribed), reports, memoranda, studies, summaries, minutes, notes, agenda, bulletins, diaries, logs, announcements, instructions, charts, manuals, brochures, schedules, computer or data cards or printouts, telegrams, teletypes, photographic matter, financial statements, operating agreements, estimates, projections, summary, and any papers, books, accounts, drawings, graphs, demonstrative aids, evidence or exhibits to be used at trial, bills, checks, invoices, electronic or videotape recordings, computer-generated material, and any other data compilation from which information can be obtained and transcribed into reasonably usable form, and any other writings and tangible things including the electronic information and metadata associated therewith. **“Document”** also includes copies of the documents on which notations or writings appear that are not present on the originals or other copies of such documents. **If any document requested was but is no longer in Plaintiff’s possession, custody, or control, state what disposition was made of it and the date on which such disposition was made.** The term **“document”** includes both singular and plural.

14. **“Electronic Information”** is any type of information that is created, stored, or retrieved and processed in electronic, magnetic, or digital form. Electronic information includes the following: 1) databases; 2) data files; 3) program files; 4) image files, e.g. JPEG, TIFF; 5) email messages and files; 6) voicemail messages and files; 7) text messages; 8) temporary files; 9) system-history files; 10) deleted files, programs or emails; 11) backup files and archival tapes; 12) website files, including social media files; 13) website information stored in textual, graphical or audio format; 14) cache files; 15) cookies. *See In Re Weekly Homes, L.P.*, 295 S.W.3d 309 (Tex. 2009). All electronic information shall be produced in native format. *See In Re State Farm Lloyds*, 520 S.W.3d 595 (Tex. 2017).

15. **“Metadata”** means electronic bibliographic information that is recorded and embedded into most Microsoft-compatible electronic file formats. Metadata is about the content, quality, condition and other characteristics of data files.

16. The terms **“identity”** and/or **“identify”** mean: (1) as to a person: the name, maiden name, all known addresses (including home and office), all known telephone numbers (including mobile, home, and office), title, if any, and employer; (2) as to a document a reasonable description thereof and location (name of the custodial person and address) where the document may be found; (3) as to any entity: the full name, address, date and place of formation, principal

place of business and telephone number; and (4) as to an act, occurrence, statement or conduct (hereinafter collectively, "statement"): the substance of the statement, the identify of those making, hearing, or witnessing the statement, if the statement is or was reduced to writing, the information contained in subsection (2) above; and whether any minutes, notes, memoranda or record of such statement were made; whether such record now exists; and the identify of the Person or Persons presently having custody or control of such record.

17. **"Possession, custody, or control"** includes actual possession, custody or control, construction possession such that a person need not have actual physical possession, and the superior right to compel the production from a third party (including an agency, authority or representative).

INSTRUCTIONS

1. **TIME:** Unless otherwise specified, the time period applicable to any discovery requests is from January 1, 2023, through the present date.
2. **PRIVILEGE:** If You maintain a claim of privilege exists as to any of the discovery requests contained herein, You are instructed to fully and completely comply with Rule 26(5) of the Federal Rules of Civil Procedure. A request pursuant to Rule 26(5)(A)(i) and Rule 26(5)(A)(ii) is hereby made for any material withheld in accordance with the Federal Rules of Civil Procedure.
3. **AMBIGUITIES:** If You object to any discovery request contained herein, You are instructed describe in detail the reasons for such allegations that the request is ambiguous including, but not limited to, each interpretation to which You allege the specific request for discovery is subject.
4. **OBJECTIONS:** If You object to any discovery request contained herein, You are instructed to identify, with specificity, the specific procedural rule(s) or substantive law(s) upon which You base Your objection.
5. **ELECTORNIC OR MAGNETIC DATA:** Pursuant to Rule 34 of the Federal Rules of Civil Procedure, request is specifically made for all electronic or magnetic data and information that is responsive to any of the below requests. If You are unable to retrieve the data or information responsive to any one or more of the below requests or produce the data or information in the form requested, indicate the steps taken to produce the data and information and the extraordinary steps that must be taken to produce the data and information in the requested form. You are instructed that a copy of any responsive electronic or magnetic data, including computer files or QuickBooks files, may be labeled and provided via CD, e-mail and/or as printed reports.
6. **PRODUCTION IDENTIFIERS:** All Documents and Communications produced in response to these Omnibus Discovery Requests should be identified by bates label or other

accepted means of chronological numeric identification for ease of reference by the parties and the court.

7. **DELETED MATERIALS:** All requests to apply to information that existed in any tangible or intangible (electronic) form as of April 15, 2021, but which has since been deleted for any reason.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe any daily, monthly, or other regular reconciliation of Vision2's accounts which You conducted, supervised, or directed. Include in that description the dates of the reconciliation, or their frequency, the scope of the reconciliation, the process by which it was undertaken, what software was used for the reconciliation, what reports or other records were produced or maintained in connection with the reconciliation, and whether and what errors, irregularities, or irreconciled funds resulted. Alternatively, produce records or reports containing this information.

ANSWER:

INTERROGATORY NO. 2:

Describe when and how you first came to learn of any delays in processing checks and/or transferring funds to Clients and what you did at the time to uncover the reason for those delays and rectify it.

ANSWER:

INTERROGATORY NO. 3:

Please describe when and how You were first made aware of any alleged error that occurred in the Vision2 software systems in connection with donations intended for Saddleback.

ANSWER:

INTERROGATORY NO. 4:

Detail the reconciliation work which You, or others acting on Your behalf or on behalf of Vision2 have been performing since Fall 2024 and which You describe in Dkt. 16.

ANSWER:

REQUEST FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

Please produce all communication between You and Saddleback Church, or any employee or agent of Saddleback Church.

ANSWER:

REQUEST FOR PRODUCTION NO. 2:

Please produce all documents, including all communications, referring or relating to any and all defects You allege exist, or existed, in Vision2's IT systems. This includes, but is not limited to, any defects which allowed monies to be transmitted to Clients which did not come from donations made on their behalf, and any defects which allowed the amount shown by Vision2's system as "in transit" to not accurately reflect the amount of funds being held by Vision2 which belong to a client.

ANSWER:

REQUEST FOR PRODUCTION NO. 3:

Please produce all documents, including all communications, referring or relating to any problems with or failures of any bank processor or any bank or bank account involved in the Processing of Donations.

ANSWER:

REQUEST FOR PRODUCTION NO. 4:

Please produce documents sufficient to show all payments made by Vision2 to accounts owned or held by You since 2012. This includes all accounts owned or held by any company in which You own a direct or indirect interest (except where the interest exists solely as shares owned in a publicly-traded company), all accounts owned or held by any relative, trustee, employee, or other person owning or holding such an account on behalf of You, and all accounts to which You have or have had any right to withdraw any funds.

ANSWER:

REQUEST FOR PRODUCTION NO. 5:

Please produce all documents, including but not limited to all communications, referring or relating to a mismatch between the amount Vision2's system shows or has shown as "in transit" and the amount actually owed to ANY Client.

ANSWER:

REQUEST FOR PRODUCTION NO. 6:

Please produce all documents containing or relating to any representations made to ANY Client regarding delays in Processing of Donations, including but not limited to, remittance of funds to the Client.

ANSWER:

REQUEST FOR PRODUCTION NO. 7:

Please produce all documents containing or relating to any representations made to ANY Client regarding problems with or caused by any bank processor or bank or institution holding any funds owned or managed by Vision2.

ANSWER:

REQUEST FOR PRODUCTION NO. 8:

Please produce all documents to which You refer or on which You rely in responding to any interrogatories propounded in this case.

ANSWER:

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

SADDLEBACK VALLEY
COMMUNITY CHURCH
Plaintiff

v.

VISION2SYSTEMS, LLC,
CARL TIERNEY, AND
PAUL BALDWIN
Defendants

§
§
§
§
§
§
§
§
§
§

CASE NO. 3:24-cv-02700

**SADDLEBACK VALLEY COMMUNITY CHURCH'S FIRST SET OF
INTERROGATORIES TO PAUL BALDWIN**

**TO: Defendant Paul Baldwin, by and through its attorney of record Hershel R. Chapin of
H. R. Chapin, Attorney & Counselor, PLLC, 4301 Alpha Rd., Dallas, Texas 75244.**

Plaintiff Saddleback Valley Community Church ("Saddleback Church") hereby, pursuant to the Federal Rules of Procedure, serves its Interrogatories and Request for Production (collectively, "Discovery Requests") upon Defendant Paul Baldwin ("Baldwin") in the above-styled and numbered cause as follows:

Saddleback Church specifies that Tierney (hereinafter, "You") must serve written responses to these Discovery Requests within thirty (30) days after service thereof, except to any extent the Federal Rules of Civil Procedure may allow otherwise, at the offices of Buck Keenan LLP, 2229 San Felipe, Suite 1000, Houston, Texas 77019.

Saddleback Church further calls upon You to supplement answers to these Discovery Requests if and when any additional information, relevant or related to the matters considered or discussed therein, comes to your knowledge, as is required by Rule 26(e)(1)(A) of the Federal Rules of Civil Procedure.

The included Interrogatories are made pursuant to Rule 26 and Rule 33 of the Federal Rules of Civil Procedure. Saddleback Church requests that You respond to each Interrogatory and its logically and/or factually related subparts fully and completely as required by Rule 33(2)(b)(3). To the extent that You timely resent a good faith objection to any Request or Interrogatory herein, Saddleback Church reminds You that You are obligated to respond fully and completely to the non-objectionable remainder of the Requests or Interrogatory and failure to do so will be considered a failure to cooperate in discovery, pursuant to Rule 37 of the Federal Rules of Civil Procedure.

Pursuant to Rule 26 and 34 of the Federal Rules of Civil Procedure, any documents that are responsive to the Requests for Production should be produced with the response. If You assert that such documents are voluminous, Saddleback Church demands that such documents be produced for inspection and copying at the offices of Buck Keenan LLP, 2229 San Felipe, Suite 1000, Houston, Texas 77019 at 10:00 a.m. on the first business day thirty (30) days after service of this document.

Respectfully submitted,

BUCK KEENAN, LLP

By: /s/ J. Robin Lindley

J. Robin Lindley

State Bar No. 12366100

lindley@buckkeenan.com

Laura Gleen

State Bar No. 24085329

lgleen@buckkeenan.com

2229 San Felipe, Suite 1000

Houston, Texas 77019

(713) 225-4500

(713) 225-3719 (Fax)

**ATTORNEYS FOR PLAINTIFF
SADDLEBACK VALLEY
COMMUNITY CHURCH**

CERTIFICATE OF SERVICE

On December 23, 2024, I hereby certify that I have served all counsel of record electronically or by another manner provided by Federal Rules of Civil Procedure 5(b)(2).

/s/ J. Robin Lindley

J. Robin Lindley

DEFINITIONS

1. **“Plaintiff” and/or “Saddleback”** means Saddleback Valley Community Church and includes agents, servants, employees, attorneys, and/or other representatives acting on behalf of or under the direction of Saddleback.
2. **“Defendant” and/or “Baldwin”** means Paul Baldwin and includes agents, servants, employees, attorneys, and/or other representatives acting on behalf of or under the direction of Paul Baldwin.
3. **“Vision2”** means Vision2Systems, LLC and includes agents, servants, employees, attorneys, and/or other representatives acting on behalf of or under the direction of Vision2Systems, LLC.
4. **“Tierney”** means Carl Tierney and includes agents, servants, employees, attorneys, and/or other representatives acting on behalf of or under the direction of Carl Tierney.
5. **“Defendants”** means collectively, Defendants Vision2Systems, LLC, Carl Tierney, and Paul Baldwin.
6. **“Processing of Donations”** means the work which Vision2 performed for Saddleback Church and other clients, beginning with the receipt of donations, through to the remittance of a portion of the donated amount to the client, and includes any movement of funds between bank accounts and spot-checking, reconciliation, and other safety or verification procedures conducted in the ordinary course of business by or on behalf of Vision2.
7. **“Client”** means any client or customer of Vision2 for which it performed Processing of Donations.
8. **“Suit” and/or the “Lawsuit”** means and refers to Case No. 3:24-cv-02700 in the United States District Court in the Northern District – Dallas Division.
9. **“Internal”** means and refers to any documents or communications created, stored, or exchanged within, by, or through, Vision2, Carl Tierney, and/or Baldwin; specifically, all Defendants by his employees or agents to support the processes, work or determinations made by Plaintiff. Examples of “Internal” documents or communications as used herein are: emails or messages by electronic or software applications between employees, between You, Your Employees, and/or any of Your vendors, etc. (including SMS or text messages).
10. **“Complaint”** means and refers to Plaintiff’s Original Complaint, filed on October 28, 2024 [Dkt 1], and any amendments or supplements thereto.
11. **“Answer”** means and refers to Vision2Systems, LLC’s Answer to Plaintiff’s Original Complaint filed on October 28, 2024, [Dkt 1], and any amendments or supplements thereto.

12. **“Communication(s)”** or **“Correspondence(s)”** means any Document (as that term is defined below), or any other exchange of information by any means, not limited to in-person conversations; U.S. mail; commercial mail or parcel service; telegraph; telegram; telephone; facsimile; telex; transmissions between Devices; email; text message; or social media post, Slack communications or any other software applications communications; Salesforce communications; Teams communications; including the electronic information and metadata associated therewith.

13. **“Document”** includes all written, typed, printed, taped and pictorial matter of any kind or nature whatsoever, however produced or reproduced in whatsoever form maintained, and all identical and non-identical (for whatever reason) copies and prior drafts thereof in Your possession, custody, or control and includes, but is not limited to, correspondence, transcriptions, tapes, notes from telephone conversations, agreements, contracts, promissory notes, security agreements, records, tape recordings (whether or not transcribed), reports, memoranda, studies, summaries, minutes, notes, agenda, bulletins, diaries, logs, announcements, instructions, charts, manuals, brochures, schedules, computer or data cards or printouts, telegrams, teletypes, photographic matter, financial statements, operating agreements, estimates, projections, summary, and any papers, books, accounts, drawings, graphs, demonstrative aids, evidence or exhibits to be used at trial, bills, checks, invoices, electronic or videotape recordings, computer-generated material, and any other data compilation from which information can be obtained and transcribed into reasonably usable form, and any other writings and tangible things including the electronic information and metadata associated therewith. **“Document”** also includes copies of the documents on which notations or writings appear that are not present on the originals or other copies of such documents. **If any document requested was but is no longer in Plaintiff’s possession, custody, or control, state what disposition was made of it and the date on which such disposition was made.** The term **“document”** includes both singular and plural.

14. **“Electronic Information”** is any type of information that is created, stored, or retrieved and processed in electronic, magnetic, or digital form. Electronic information includes the following: 1) databases; 2) data files; 3) program files; 4) image files, e.g. JPEG, TIFF; 5) email messages and files; 6) voicemail messages and files; 7) text messages; 8) temporary files; 9) system-history files; 10) deleted files, programs or emails; 11) backup files and archival tapes; 12) website files, including social media files; 13) website information stored in textual, graphical or audio format; 14) cache files; 15) cookies. *See In Re Weekly Homes, L.P.*, 295 S.W.3d 309 (Tex. 2009). All electronic information shall be produced in native format. *See In Re State Farm Lloyds*, 520 S.W.3d 595 (Tex. 2017).

15. **“Metadata”** means electronic bibliographic information that is recorded and embedded into most Microsoft-compatible electronic file formats. Metadata is about the content, quality, condition and other characteristics of data files.

16. The terms **“identity”** and/or **“identify”** mean: (1) as to a person: the name, maiden name, all known addresses (including home and office), all known telephone numbers (including mobile, home, and office), title, if any, and employer; (2) as to a document a reasonable description thereof and location (name of the custodial person and address) where the document may be found; (3) as to any entity: the full name, address, date and place of formation, principal

place of business and telephone number; and (4) as to an act, occurrence, statement or conduct (hereinafter collectively, "statement"): the substance of the statement, the identify of those making, hearing, or witnessing the statement, if the statement is or was reduced to writing, the information contained in subsection (2) above; and whether any minutes, notes, memoranda or record of such statement were made; whether such record now exists; and the identify of the Person or Persons presently having custody or control of such record.

17. **"Possession, custody, or control"** includes actual possession, custody or control, construction possession such that a person need not have actual physical possession, and the superior right to compel the production from a third party (including an agency, authority or representative).

INSTRUCTIONS

1. **TIME:** Unless otherwise specified, the time period applicable to any discovery requests is from January 1, 2023, through the present date.
2. **PRIVILEGE:** If You maintain a claim of privilege exists as to any of the discovery requests contained herein, You are instructed to fully and completely comply with Rule 26(5) of the Federal Rules of Civil Procedure. A request pursuant to Rule 26(5)(A)(i) and Rule 26(5)(A)(ii) is hereby made for any material withheld in accordance with the Federal Rules of Civil Procedure.
3. **AMBIGUITIES:** If You object to any discovery request contained herein, You are instructed describe in detail the reasons for such allegations that the request is ambiguous including, but not limited to, each interpretation to which You allege the specific request for discovery is subject.
4. **OBJECTIONS:** If You object to any discovery request contained herein, You are instructed to identify, with specificity, the specific procedural rule(s) or substantive law(s) upon which You base Your objection.
5. **ELECTORNIC OR MAGNETIC DATA:** Pursuant to Rule 34 of the Federal Rules of Civil Procedure, request is specifically made for all electronic or magnetic data and information that is responsive to any of the below requests. If You are unable to retrieve the data or information responsive to any one or more of the below requests or produce the data or information in the form requested, indicate the steps taken to produce the data and information and the extraordinary steps that must be taken to produce the data and information in the requested form. You are instructed that a copy of any responsive electronic or magnetic data, including computer files or QuickBooks files, may be labeled and provided via CD, e-mail and/or as printed reports.
6. **PRODUCTION IDENTIFIERS:** All Documents and Communications produced in response to these Omnibus Discovery Requests should be identified by bates label or other

accepted means of chronological numeric identification for ease of reference by the parties and the court.

7. **DELETED MATERIALS:** All requests to apply to information that existed in any tangible or intangible (electronic) form as of April 15, 2021, but which has since been deleted for any reason.

INTERROGATORIES

INTERROGATORY NO. 1:

Describe your day-to-day involvement with Vision2 since 2012. The description should include, but not be limited to, what decision-making authority you possessed, what authority you exercised, what work you performed, what oversight you conducted. Describe how, if at all, that involvement changed over time, up until the present day.

ANSWER:

INTERROGATORY NO. 2:

Describe when and how you first came to learn of any delays in processing checks and/or transferring funds to Clients and what you did at the time to uncover the reason for those delays and rectify it.

ANSWER:

INTERROGATORY NO. 3:

Please describe when and how You were first made aware of any alleged error that occurred in the Vision2 software systems in connection with donations intended for Saddleback.

ANSWER:

REQUEST FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

Please produce all communication between You and Saddleback Church, or any employee or agent of Saddleback Church.

ANSWER:

REQUEST FOR PRODUCTION NO. 2:

Please produce all documents, including all communications, referring or relating to any and all defects You allege exist, or existed, in Vision2's IT systems. This includes, but is not limited to, any defects which allowed monies to be transmitted to Clients which did not come from donations made on their behalf, and any defects which allowed the amount shown by Vision2's system as "in transit" to not accurately reflect the amount of funds being held by Vision2 which belong to a client.

ANSWER:

REQUEST FOR PRODUCTION NO. 3:

Please produce all documents, including all communications, referring or relating to any problems with or failures of any bank processor or any bank or bank account involved in the Processing of Donations.

ANSWER:

REQUEST FOR PRODUCTION NO. 4:

Please produce documents sufficient to show all payments made by Vision2 to accounts owned or held by You since 2012. This includes all accounts owned or held by any company in which You own a direct or indirect interest (except where the interest exists solely as shares owned in a publicly-traded company), all accounts owned or held by any relative, trustee, employee, or other person owning or holding such an account on behalf of You, and all accounts to which You have or have had any right to withdraw any funds.

ANSWER:

REQUEST FOR PRODUCTION NO. 5:

Please produce Please produce all documents, including but not limited to all communications, referring or relating to a mismatch between the amount Vision2's system shows or has shown as "in transit" and the amount actually owed to ANY Client.

ANSWER:

REQUEST FOR PRODUCTION NO. 6:

Please produce Please produce all documents containing or relating to any representations made to ANY Client regarding delays in Processing of Donations, including but not limited to, remittance of funds to the Client.

ANSWER:

REQUEST FOR PRODUCTION NO. 7:

Please produce all documents containing or relating to any representations made to ANY Client regarding problems with or caused by any bank processor or bank or institution holding any funds owned or managed by Vision2.

ANSWER:

REQUEST FOR PRODUCTION NO. 8:

Please produce all documents to which You refer or on which You rely in responding to any interrogatories propounded in this case.

ANSWER:

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

SADDLEBACK VALLEY
COMMUNITY CHURCH
Plaintiff

v.

VISION2SYSTEMS, LLC,
CARL TIERNEY, AND
PAUL BALDWIN
Defendants

§
§
§
§
§
§
§
§
§
§

CASE NO. 3:24-cv-02700

**SADDLEBACK VALLEY COMMUNITY CHURCH'S FIRST SET OF
INTERROGATORIES TO VISION2SYSTEMS, LLC**

TO: Defendant Vision2Systems, LLC, by and through its attorney of record Hershel R. Chapin of H. R. Chapin, Attorney & Counselor, PLLC, 4301 Alpha Rd., Dallas, Texas 75244.

Plaintiff Saddleback Valley Community Church ("Saddleback Church") hereby, pursuant to the Federal Rules of Procedure, serves its Interrogatories and Request for Production (collectively, "Discovery Requests") upon Defendant Vision2Systems, LLC ("Vision2") in the above-styled and numbered cause as follows:

Saddleback Church specifies that Vision2 (hereinafter, "You") must serve written responses to these Discovery Requests within thirty (30) days after service thereof, except to any extent the Federal Rules of Civil Procedure may allow otherwise, at the offices of Buck Keenan LLP, 2229 San Felipe, Suite 1000, Houston, Texas 77019.

Saddleback Church further calls upon You to supplement answers to these Discovery Requests if and when any additional information, relevant or related to the matters considered or discussed therein, comes to your knowledge, as is required by Rule 26(e)(1)(A) of the Federal Rules of Civil Procedure.

The included Interrogatories are made pursuant to Rule 26 and Rule 33 of the Federal Rules of Civil Procedure. Saddleback Church requests that You respond to each Interrogatory and its logically and/or factually related subparts fully and completely as required by Rule 33(2)(b)(3). To the extent that You timely resent a good faith objection to any Request or Interrogatory herein, Saddleback Church reminds You that You are obligated to respond fully and completely to the non-objectionable remainder of the Requests or Interrogatory and failure to do so will be considered a failure to cooperate in discovery, pursuant to Rule 37 of the Federal Rules of Civil Procedure.

Pursuant to Rule 26 and 34 of the Federal Rules of Civil Procedure, any documents that are responsive to the Requests for Production should be produced with the response. If You assert that such documents are voluminous, Saddleback demands that such documents be produced for inspection and copying at the offices of Buck Keenan LLP, 2229 San Felipe, Suite 1000, Houston, Texas 77019 at 10:00 a.m. on the first business day thirty (30) days after service of this document.

Respectfully submitted,

BUCK KEENAN, LLP

By: /s/ J. Robin Lindley

J. Robin Lindley

State Bar No. 12366100

lindley@buckkeenan.com

Laura Gleen

State Bar No. 24085329

lgleen@buckkeenan.com

2229 San Felipe, Suite 1000

Houston, Texas 77019

(713) 225-4500

(713) 225-3719 (Fax)

**ATTORNEYS FOR PLAINTIFF
SADDLEBACK VALLEY
COMMUNITY CHURCH**

CERTIFICATE OF SERVICE

On December 23, 2024, I hereby certify that I have served all counsel of record electronically or by another manner provided by Federal Rules of Civil Procedure 5(b)(2).

/s/ J. Robin Lindley

J. Robin Lindley

DEFINITIONS

1. **“Plaintiff” and/or “Saddleback Church”** means Saddleback Valley Community Church and includes agents, servants, employees, attorneys, and/or other representatives acting on behalf of or under the direction of Saddleback Church.
2. **“Defendant” and/or “Vision2”** means Vision2Systems, LLC and includes agents, servants, employees, attorneys, and/or other representatives acting on behalf of or under the direction of Vision2Systems, LLC.
3. **“Tierney”** means Carl Tierney and includes agents, servants, employees, attorneys, and/or other representatives acting on behalf of or under the direction of Carl Tierney.
4. **“Baldwin”** means Paul Baldwin and includes agents, servants, employees, attorneys, and/or other representatives acting on behalf of or under the direction of Paul Baldwin.
5. **“Defendants”** means collectively, Defendants Vision2Systems, LLC, Carl Tierney, and Paul Baldwin.
6. **“Processing of Donations”** means the work which Vision2 performed for Saddleback Church and other clients, beginning with the receipt of donations, through to the remittance of a portion of the donated amount to the client, and includes any movement of funds between bank accounts and spot-checking, reconciliation, and other safety or verification procedures conducted in the ordinary course of business by or on behalf of Vision2.
7. **“Client”** means any client or customer of Vision2 for which it performed Processing of Donations.
8. **“Suit” and/or the “Lawsuit”** means and refers to Case No. 3:24-cv-02700 in the United States District Court in the Northern District – Dallas Division.
9. **“Internal”** means and refers to any documents or communications created, stored, or exchanged within, by, or through, Vision2, Carl Tierney, and/or Baldwin; specifically, all Defendants by his employees or agents to support the processes, work or determinations made by Plaintiff. Examples of “Internal” documents or communications as used herein are: emails or messages by electronic or software applications between employees, between You, Your Employees, and/or any of Your vendors, etc. (including SMS or text messages).
10. **“Complaint”** means and refers to Plaintiff’s Original Complaint, filed on October 28, 2024 [Dkt 1], and any amendments or supplements thereto.
11. **“Answer”** means and refers to Vision2Systems, LLC’s Answer to Plaintiff’s Original Complaint filed on October 28, 2024, [Dkt 1], and any amendments or supplements thereto.

12. **“Communication(s)”** or **“Correspondence(s)”** means any Document (as that term is defined below), or any other exchange of information by any means, not limited to in-person conversations; U.S. mail; commercial mail or parcel service; telegraph; telegram; telephone; facsimile; telex; transmissions between Devices; email; text message; or social media post, Slack communications or any other software applications communications; Salesforce communications; Teams communications; including the electronic information and metadata associated therewith.

13. **“Document”** includes all written, typed, printed, taped and pictorial matter of any kind or nature whatsoever, however produced or reproduced in whatsoever form maintained, and all identical and non-identical (for whatever reason) copies and prior drafts thereof in Your possession, custody, or control and includes, but is not limited to, correspondence, transcriptions, tapes, notes from telephone conversations, agreements, contracts, promissory notes, security agreements, records, tape recordings (whether or not transcribed), reports, memoranda, studies, summaries, minutes, notes, agenda, bulletins, diaries, logs, announcements, instructions, charts, manuals, brochures, schedules, computer or data cards or printouts, telegrams, teletypes, photographic matter, financial statements, operating agreements, estimates, projections, summary, and any papers, books, accounts, drawings, graphs, demonstrative aids, evidence or exhibits to be used at trial, bills, checks, invoices, electronic or videotape recordings, computer-generated material, and any other data compilation from which information can be obtained and transcribed into reasonably usable form, and any other writings and tangible things including the electronic information and metadata associated therewith. **“Document”** also includes copies of the documents on which notations or writings appear that are not present on the originals or other copies of such documents. **If any document requested was but is no longer in Plaintiff’s possession, custody, or control, state what disposition was made of it and the date on which such disposition was made.** The term **“document”** includes both singular and plural.

14. **“Electronic Information”** is any type of information that is created, stored, or retrieved and processed in electronic, magnetic, or digital form. Electronic information includes the following: 1) databases; 2) data files; 3) program files; 4) image files, e.g. JPEG, TIFF; 5) email messages and files; 6) voicemail messages and files; 7) text messages; 8) temporary files; 9) system-history files; 10) deleted files, programs or emails; 11) backup files and archival tapes; 12) website files, including social media files; 13) website information stored in textual, graphical or audio format; 14) cache files; 15) cookies. *See In Re Weekly Homes, L.P.*, 295 S.W.3d 309 (Tex. 2009). All electronic information shall be produced in native format. *See In Re State Farm Lloyds*, 520 S.W.3d 595 (Tex. 2017).

15. **“Metadata”** means electronic bibliographic information that is recorded and embedded into most Microsoft-compatible electronic file formats. Metadata is about the content, quality, condition and other characteristics of data files.

16. The terms **“identity”** and/or **“identify”** mean: (1) as to a person: the name, maiden name, all known addresses (including home and office), all known telephone numbers (including mobile, home, and office), title, if any, and employer; (2) as to a document a reasonable description thereof and location (name of the custodial person and address) where the document may be found; (3) as to any entity: the full name, address, date and place of formation, principal

place of business and telephone number; and (4) as to an act, occurrence, statement or conduct (hereinafter collectively, “statement”): the substance of the statement, the identify of those making, hearing, or witnessing the statement, if the statement is or was reduced to writing, the information contained in subsection (2) above; and whether any minutes, notes, memoranda or record of such statement were made; whether such record now exists; and the identify of the Person or Persons presently having custody or control of such record.

17. **“Possession, custody, or control”** includes actual possession, custody or control, construction possession such that a person need not have actual physical possession, and the superior right to compel the production from a third party (including an agency, authority or representative).

INSTRUCTIONS

1. **TIME:** Unless otherwise specified, the time period applicable to any discovery requests is from January 1, 2023, through the present date.
2. **PRIVILEGE:** If You maintain a claim of privilege exists as to any of the discovery requests contained herein, You are instructed to fully and completely comply with Rule 26(5) of the Federal Rules of Civil Procedure. A request pursuant to Rule 26(5)(A)(i) and Rule 26(5)(A)(ii) is hereby made for any material withheld in accordance with the Federal Rules of Civil Procedure.
3. **AMBIGUITIES:** If You object to any discovery request contained herein, You are instructed describe in detail the reasons for such allegations that the request is ambiguous including, but not limited to, each interpretation to which You allege the specific request for discovery is subject.
4. **OBJECTIONS:** If You object to any discovery request contained herein, You are instructed to identify, with specificity, the specific procedural rule(s) or substantive law(s) upon which You base Your objection.
5. **ELECTORNIC OR MAGNETIC DATA:** Pursuant to Rule 34 of the Federal Rules of Civil Procedure, request is specifically made for all electronic or magnetic data and information that is responsive to any of the below requests. If You are unable to retrieve the data or information responsive to any one or more of the below requests or produce the data or information in the form requested, indicate the steps taken to produce the data and information and the extraordinary steps that must be taken to produce the data and information in the requested form. You are instructed that a copy of any responsive electronic or magnetic data, including computer files or QuickBooks files, may be labeled and provided via CD, e-mail and/or as printed reports.
6. **PRODUCTION IDENTIFIERS:** All Documents and Communications produced in response to these Omnibus Discovery Requests should be identified by bates label or other

accepted means of chronological numeric identification for ease of reference by the parties and the court.

7. **DELETED MATERIALS:** All requests to apply to information that existed in any tangible or intangible (electronic) form as of April 15, 2021, but which has since been deleted for any reason.

INTERROGATORIES

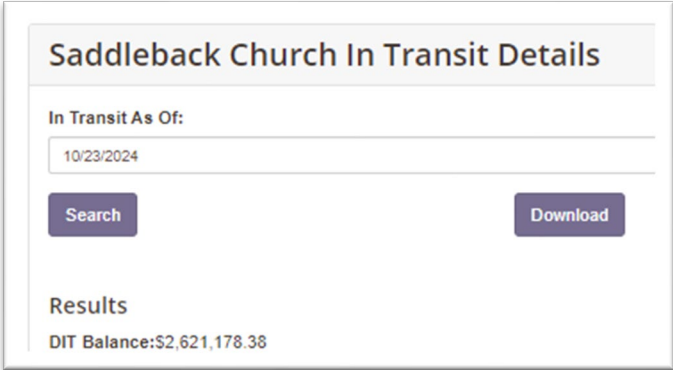
INTERROGATORY NO. 1:

Identify each person answering these interrogatories, supplying, or assisting in any way with the preparation of the answers to these interrogatories.

ANSWER:

INTERROGATORY NO. 2:

For each Client, provide the amount of funds which Vision2's records showed were "in transit" as of October 28, 2024. For clarification, the below screenshot shows the amount of funds which Vision2's records showed were "in transit" for Saddleback Church as of October 23, 2024:



The screenshot displays a web interface titled "Saddleback Church In Transit Details". Below the title, there is a section labeled "In Transit As Of:" with a text input field containing the date "10/23/2024". To the left of the input field is a purple button labeled "Search", and to the right is a purple button labeled "Download". Below these buttons, the word "Results" is displayed, followed by the text "DIT Balance:\$2,621,178.38".

If Vision2 cannot provide this information as of October 28, 2024, explain why not, and provide this information as of the date of this this interrogatory.

ANSWER:

INTERROGATORY NO. 3:

Please describe when and how You were first made aware of any alleged error that occurred in the Vision2 software systems in connection with donations intended for Saddleback.

ANSWER:

INTERROGATORY NO. 4:

Please describe in detail the IT systems owned or used by Vision2 as they relate to the Processing of Donations. Include details such as operating system, software information (name, version, vendor), hardware, cloud-based provider architecture, or any other software as service platforms.

ANSWER:

INTERROGATORY NO. 5:

For each IT system involved in the Processing of Donations by Vision2, name and describe the expected data set generated by that system, including its format.

ANSWER:

INTERROGATORY NO. 6:

Please provide the company name, representative contact name, and contact information for all software, hardware, or service providers that support the Processing of Donations.

ANSWER:

INTERROGATORY NO. 7:

Describe the nature of data backups for all systems related to the Processing of Donations, including the format of those backups, retention of backups, and any backup media rotation plan.

ANSWER:

INTERROGATORY NO. 8:

Please identify the name(s) and version number(s) of the accounting software used by Vision2 since January 2023.

ANSWER:

INTERROGATORY NO. 9:

If you were to produce all requested data from your local and cloud-based systems on a hard drive in its native format, provide an approximate size (in gigabytes) of the data, the nature of the data and the file formats in which that data exists.

ANSWER:

INTERROGATORY NO. 10:

Should access to your systems to properly view and/or export activity become necessary, describe the logistics of gaining remote access to Your complete IT environment.

ANSWER:

INTERROGATORY NO. 10:

Describe all steps taken by or on behalf of Vision2 to preserve data since September 1, 2024 including, but not limited to, the work performed to “assist [Saddleback Church] with

obtaining a corrected and more reliable accounting of their donations” as represented to the Court via Dkt. 16.

ANSWER:

INTERROGATORY NO. 11:

For each donation processed on behalf of Saddleback Church by Vision2 since 2012, or shown on Vision2’s system as “in transit” as of October 23, 2024, state whether there was any error in that donation, meaning that it should not be, or have been, processed and paid to Saddleback Church. If you state there was an error with the donation, describe the nature of that error including who or what caused the problem, the correct amount of funds which should be, or should have been, transmitted to Saddleback Church in connection with that error, and what evidence You are relying on in claiming that error.

ANSWER:

REQUEST FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

Please produce all communication between You and Saddleback Church, or any employee or agent of Saddleback Church. This includes, but is not limited to, any auto-generated reports or messages.

ANSWER:

REQUEST FOR PRODUCTION NO. 2:

Please produce all documents, including all internal or external communications, referring or relating to any and all defects You allege exist, or existed, in Vision2's IT systems. This includes, but is not limited to, any defects which allowed monies to be transmitted to Clients which did not come from donations made on their behalf, and any defects which allowed the amount shown by Vision2's system as "in transit" to not accurately reflect the amount of funds being held by Vision2 which belong to a client.

ANSWER:

REQUEST FOR PRODUCTION NO. 3:

Please produce all documents referring or relating to any problems with or failures of any bank processor or any bank or bank account involved in the Processing of Donations.

ANSWER:

REQUEST FOR PRODUCTION NO. 4:

Please produce all invoices, copies of checks, copies of proof of donations, or other confirmations of funds received by Vision2 on behalf of Saddleback Church.

ANSWER:

REQUEST FOR PRODUCTION NO. 5:

Please produce a schematic diagram (flow chart) of the systems used in the Processing of Donations.

ANSWER:

REQUEST FOR PRODUCTION NO. 6:

Please produce all transactions and related data for each stage in the Processing of Donations for all Clients. Alternatively, provide an export of detail transaction activity to a common user format such as Microsoft Excel, SQL database tables, or generic delimited formats

such as csv, tsv or other. Any segmented data exported to the requested format should contain a “primary key” to tie each segmented table to the rest of the data.

ANSWER:

REQUEST FOR PRODUCTION NO. 7:

Please produce all documents to which You refer or on which You rely in responding to any interrogatories propounded in this case.

ANSWER:

REQUEST FOR PRODUCTION NO. 8:

For each stage and data set within the Processing of Donations produce a “data dictionary” of all data fields. The data dictionary should include field name, human-understandable definition of the field, data format for the field, field length or delimiting, and a key to any codes used for records that would not be readily apparent.

ANSWER:

REQUEST FOR PRODUCTION NO. 9:

Please produce all data retention policies which are or have been in effect at any time since January 1, 2023, as they apply to the Processing of Donations.

ANSWER:

REQUEST FOR PRODUCTION NO. 10:

Please produce all documents, statements, spreadsheets, and accounting system data created, generated, or used to control, reconcile, and track donation funds from time of receipt to final remittance to client.

ANSWER:

REQUEST FOR PRODUCTION NO. 11:

Please produce all accounting system data from January 2023 to present in a common export format such as Microsoft Excel or similar format.

ANSWER:

REQUEST FOR PRODUCTION NO. 12:

Please produce all quality control policies and procedures surrounding controlling and reconciling the Processing of Donations from receipt through remittance to client.

ANSWER:

REQUEST FOR PRODUCTION NO. 13:

Please produce all documents referring or relating to the reconciliation process which You represent has been and continues to be performed in 2024. This includes but is not limited to all documents which describe or reflect the process being performed and any interim or final results or findings from that process.

ANSWER:

REQUEST FOR PRODUCTION NO. 14:

Please produce records of all transfers of funds into and out of any account owned or held by Vision2. These records should contain all data provided by the bank or financial institution holding such account including, but not limited to, the Vision2 account number, information relating to the account from which or to which the money was transferred, the date of the transfer, the amount, and any transaction or payee/payor notes.

ANSWER:

REQUEST FOR PRODUCTION NO. 15:

Please produce documents sufficient to identify the owner of each account to which any funds were transferred from any account owned or held by Vision2.

ANSWER:

REQUEST FOR PRODUCTION NO. 16:

Please produce all documents, including but not limited to all communications, referring or relating to a mismatch between the amount Vision2's system shows or has shown as "in transit" and the amount actually owed to ANY Client.

ANSWER:

REQUEST FOR PRODUCTION NO. 17:

Please produce all documents containing or relating to any representations made to ANY Client regarding delays in Processing of Donations, including but not limited to, remittance of funds to the Client.

ANSWER:

REQUEST FOR PRODUCTION NO. 18:

Please produce all documents containing or relating to any representations made to ANY Client regarding problems with or caused by any bank processor or bank or institution holding any funds owned or managed by Vision2.

ANSWER:

REQUEST FOR PRODUCTION NO. 19:

Please produce all contracts relating to the work performed by Vision2 for Saddleback Church since 2012.

ANSWER:

REQUEST FOR PRODUCTION NO. 20:

Please produce documents sufficient to show the amount of money which Vision2 has retained from donations processed on behalf of Saddleback Church since 2012. This includes all amounts withheld as a fixed fee and all amounts withheld as a percentage of the amount processed.

ANSWER:

REQUEST FOR PRODUCTION NO. 21:

Please produce documents sufficient to show all payments made by Vision2 to accounts owned or held by Carl Tierney or Paul Baldwin since 2012. This includes all accounts owned or held by any company in which Tierney or Baldwin owns a direct or indirect interest (except where the interest exists solely as shares owned in a publicly-traded company), all accounts owned or held by any relative, trustee, employee, or other person owning or holding such an account on behalf of Tierney or Baldwin, and all accounts to which Tierney or Baldwin has or has had any right to withdraw any funds.

ANSWER:

REQUEST FOR PRODUCTION NO. 22:

Please produce documents sufficient to show all loans made to Vision2 by any party since 2012. The documents must show the date, amount, and source of the loans, along with all interest

or other repayment conditions, including the date on which repayment is owed. The documents must also show the status of such loans, including whether there are any late or outstanding payments.

ANSWER:

REQUEST FOR PRODUCTION NO. 23:

Please produce all documents relating to Vision2's "accounting and payment facilitation systems' severe disruption that began since around autumn of 2024," referred to by You in Dkt. 16.

ANSWER:

REQUEST FOR PRODUCTION NO. 24:

In Dkt. 16, You write that there is a high likelihood that "several Churches unfortunately received erroneous transfers due to inadvertent accounting errors (which errors were not necessarily endogenous to Vision2Systems' software)." Please produce all documents referring or relating to such erroneous transfers.

ANSWER:

REQUEST FOR PRODUCTION NO. 25:

In Dkt. 16, You write that there is a high likelihood that "several Churches received notifications overstating Vision2Systems's liabilities to them" Please produce all documents referring or relating to such erroneous transfers.

ANSWER:

REQUEST FOR PRODUCTION NO. 26:

In Dkt. 16, You write that "The sources for these errors [identified in RFP 24 and 25 above] included, for example: the Churches, the donors' banks, and the donors themselves in some instances, among other sources." For each individual instance of error, produce documents sufficient to identify the date of the error, the amount at issue, the cause of the error (for example, whether it was something done by a Client or by a donor) and how that individual error lead to either an erroneous transfer or incorrect notification to Saddleback Church.

ANSWER:

From: [Laura Gleen](#)
To: hchapin@dallaslawhero.com; [Kyle Carney](#)
Cc: [Robin Lindley](#)
Subject: RE: Saddleback's Proposed Joint Status Report 26(f) Conference
Date: 30 December 2024 20:03:00
Attachments: [image001.png](#)

Hi Hershel –

Thank you for sending this. We will accept your edits (plus fix a typo in your name in the signature block) and file the report and 502b.

Please let me know if I can add your electronic signature to the 502b order.

Regarding the extension, if we can work together to get a PO in place before February 5th, so that is the date when your clients actually produce a significant portion of the requested information, we can agree to extend the deadline to that date. Here is the link to the Northern District's standard PO:

<https://www.txnd.uscourts.gov/sites/default/files/documents/ProtectiveOrder.pdf>

Other than perhaps some changes to the timeframes, we are comfortable with the language of this form. Perhaps you could redline your proposed edits, or otherwise let us know what changes are needed? We will redline our timing edits and get them to you asap.

Thanks,

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019
(713) 225-4500 (Telephone)
(713) 225-3719 (Fax)
www.buckkeenanalp.com

From: hchapin@dallaslawhero.com <hchapin@dallaslawhero.com>
Sent: 30 December 2024 16:52
To: Laura Gleen <lgleen@buckkeenanalp.com>; Kyle Carney <kyle@carney.law>
Cc: Robin Lindley <lindley@buckkeenanalp.com>
Subject: Re: Saddleback's Proposed Joint Status Report 26(f) Conference

Howdy LG/KC/RL,

Hope you had a very Merry Christmas.

Please see attached with very minor revisions. Since we are not doing indemnity, confidential data will need to be court-supervised. We can elaborate more on this further in our discussion of the proposed confidentiality order.

Also, Defendants request an additional 14 day extension on the 3 sets of 'Rogs / RFPs due to the holidays impacting everyone's schedules - my people and I were out for about a week and we are all working diligently on responses. Please let me know if we have this (deadline would be Feb 5).

Sincerely,
HRC

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

From: Laura Gleen <lgleen@buckkeen.com>

Date: Monday, December 30, 2024 at 8:13 AM

To: Hershel Chapin <hchapin@dallaslawhero.com>, Kyle Carney <kyle@carney.law>

Cc: Robin Lindley <lindley@buckkeen.com>

Subject: RE: Saddleback's Proposed Joint Status Report 26(f) Conference

Hi Hershel –

Following up on this: please get us your edits and comments this morning, so we can finalize this by lunchtime.

Thank you,

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019
(713) 225-4500 (Telephone)
(713) 225-3719 (Fax)
www.buckkeenanalp.com

From: Laura Gleen

Sent: 27 December 2024 14:12

To: Hershel Chapin <hchapin@dallaslawhero.com>; Kyle Carney <kyle@carney.law>

Cc: Robin Lindley <lindley@buckkeenanalp.com>

Subject: RE: Saddleback's Proposed Joint Status Report 26(f) Conference

Hi Hershel –

I hope you had a good Christmas. Please can you get us your edits, if any, to this draft, since we need to file on Monday.

Thanks,

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019

(713) 225-4500 (Telephone)

(713) 225-3719 (Fax)

www.buckkeenan.com

From: Laura Gleen

Sent: 20 December 2024 17:48

To: Hershel Chapin <hchapin@dallaslawhero.com>; Kyle Carney <kyle@carney.law>

Cc: Robin Lindley <lindley@buckkeenan.com>

Subject: Saddleback's Proposed Joint Status Report 26(f) Conference

Hi all –

Attached is the edited version from today's call.

Thanks

Laura

Laura Gleen



2229 San Felipe Street

Suite 1000

Houston, Texas 77019

(713) 225-4500 (Telephone)

(713) 225-3719 (Fax)

www.buckkeenan.com

From: [Laura Gleen](#)
To: ["hchapin@dallaslawhero.com"](mailto:hchapin@dallaslawhero.com)
Cc: ["Kyle Carney"; Robin Lindley](#)
Subject: RE: Vision2 protective order
Date: 14 January 2025 16:56:00
Attachments: [Proposed Protective Order - Saddleback.docx](#)
[image001.png](#)

Hi Hershel –

Please let me know if you can agree to this protective order or if we file a contested motion. As we've said before, we do not want this issue to get in the way of prompt and fulsome responses to our discovery requests.

Thanks

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019
(713) 225-4500 (Telephone)
(713) 225-3719 (Fax)
www.buckkeenan.com

From: Laura Gleen
Sent: 07 January 2025 15:28
To: hchapin@dallaslawhero.com
Cc: Kyle Carney <kyle@carney.law>; Robin Lindley <lindley@buckkeenan.com>
Subject: Vision2 protective order

Hi Hershel –

Attached are our proposed revisions to the form protective order.

I know you said there was no need for us to be able to share discovery with counsel in other matters and referred to “a different proceeding” but without anything more definitive, we will ask the court to allow us to share and confer with counsel in the other cases. Hopefully the approach in the attached allows for this to occur efficiently and without additional work for your clients.

Please let me know if you can agree to the edits, or if we should file a contested motion.

Thanks,

Laura

Laura Gleen



2229 San Felipe Street

Suite 1000

Houston, Texas 77019

(713) 225-4500 (Telephone)

(713) 225-3719 (Fax)

www.buckkeenan.com

NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

§ § § § §

PROTECTIVE ORDER PAGE 1

Designation and Maintenance of Information.

2. For purposes of this Protective Order, (a) the “Confidential Information” designation means that the document is comprised of trade secrets or commercial information that is not publicly known and is of technical or commercial advantage to its possessor, in accordance with Fed. R. Civ. P. 26(c)(7), or other information required by law or agreement to be kept confidential and (b) the “Confidential Attorney Eyes Only” designation means that the document is comprised of information that the producing party deems especially sensitive, which may include, but is not limited to, confidential research and development, financial, technical, marketing, or any other sensitive trade secret information. Confidential Information and Confidential Attorney Eyes Only Information does not include, and this Protective Order does not apply to, information that is already in the knowledge or possession of the party to whom disclosure is made unless that party is already bound by agreement not to disclose such information, or information that has been disclosed to the public or third persons in a manner making such information no longer confidential.

3. Documents and things produced during the course of this litigation within the scope of paragraph 2(a) above, may be designated by the producing party as containing Confidential Information by placing on each page and each thing a legend, or otherwise conspicuously designating electronically stored information, substantially as follows:

**CONFIDENTIAL INFORMATION
SUBJECT TO PROTECTIVE ORDER**

Documents and things produced during the course of this litigation within the scope of paragraph 2(b) above may be designated by the producing party as containing Confidential Attorney Eyes Only Information by placing on each page and each thing a legend, or otherwise conspicuously designating electronically stored information, substantially as follows:

**CONFIDENTIAL ATTORNEY EYES ONLY INFORMATION
SUBJECT TO PROTECTIVE ORDER**

A party may designate information disclosed at a deposition as Confidential Information or Confidential Attorney Eyes Only Information by requesting the reporter to so designate the transcript or any portion of the transcript at the time of the deposition. If no such designation is made at the time of the deposition, any party will have fourteen (14) calendar days after the date of the deposition to designate, in writing to the other parties and to the court reporter, whether the transcript is to be designated as Confidential Information or Confidential Attorneys Eyes Only Information. If no such designation is made at the deposition or within this fourteen (14) calendar day period (during which period, the transcript must be treated as Confidential Attorneys Eyes Only Information, unless the disclosing party consents to less confidential treatment of the information), the entire deposition will be considered devoid of Confidential Information or Confidential Attorneys Eyes Only Information. Each party and the court reporter must attach a copy of any final and timely written designation notice to the transcript and each copy of the transcript in its possession, custody or control, and the portions designated in such notice must thereafter be treated in accordance with this Protective Order. It is the responsibility of counsel for

each party to maintain materials containing Confidential Information or Confidential Attorney Eyes Only Information in a secure manner and appropriately identified so as to allow access to such information only to such persons and under such terms as is permitted under this Protective Order.

Inadvertent Failure to Designate.

4. The inadvertent failure to designate or withhold any information as confidential or privileged will not be deemed to waive a later claim as to its confidential or privileged nature, or to stop the producing party from designating such information as confidential at a later date in writing and with particularity. The information must be treated by the receiving party as confidential from the time the receiving party is notified in writing of the change in the designation.

Challenge to Designations.

5. A receiving party may challenge a producing party's designation at any time. Any receiving party disagreeing with a designation may request in writing that the producing party change the designation. The producing party will then have ten (10) business days after receipt of a challenge notice to advise the receiving party whether or not it will change the designation. If the parties are unable to reach agreement after the expiration of this ten (10) business day time-frame, and after the conference required under LR 7.1(a), the receiving party may at any time thereafter seek an order to alter the confidential status of the designated information. Until any dispute under this paragraph is ruled upon by the presiding judge, the designation will remain in full force and effect,

and the information will continue to be accorded the confidential treatment required by this Protective Order.

Disclosure and Use of Confidential Information.

6. Information designated as Confidential Information or Confidential Attorney Eyes Only Information may only be used for purposes of preparation, trial, and appeal of this action. Confidential Information or Confidential Attorney Eyes Only Information may not be used under any circumstances for any other purpose.

7. Subject to paragraph 9 below, Confidential Information may be disclosed by the receiving party only to the following individuals, provided that such individuals are informed of the terms of this Protective Order: (a) two (2) employees of the receiving party who are required in good faith to provide assistance in the conduct of this litigation, including any settlement discussions, and who are identified as such in writing to counsel for the designating party in advance of the disclosure; (b) two (2) in-house counsel who are identified by the receiving party; (c) outside counsel for the receiving party; (d) supporting personnel employed by (b) and (c), such as paralegals, legal secretaries, data entry clerks, legal clerks, and private photocopying services; (e) experts or consultants; and (f) any persons requested by counsel to furnish services such as document coding, image scanning, mock trial, jury profiling, translation services, court reporting services, demonstrative exhibit preparation, or the creation of any computer database from documents.

8. Subject to paragraph 9 below, Confidential Attorney Eyes Only Information may be disclosed by the receiving party only to the following individuals, provided that

such individuals are informed of the terms of this Protective Order: (a) outside counsel for the receiving party; (b) supporting personnel employed by outside counsel, such as paralegals, legal secretaries, data entry clerks, legal clerks, private photocopying services; (c) experts or consultants; and (d) those individuals designated in paragraph 11(c).

9. Further, prior to disclosing Confidential Information or confidential Attorney Eyes Only Information to a receiving party's proposed expert, consultant, or employees, the receiving party must provide to the producing party a signed Confidentiality Agreement in the form attached as Exhibit A, the resume or curriculum vitae of the proposed expert or consultant, the expert or consultant's business affiliation, and any current and past consulting relationships in the industry. The producing party will thereafter have ten (10) business days from receipt of the Confidentiality Agreement to object to any proposed individual. The objection must be made for good cause and in writing, stating with particularity the reasons for the objection. Failure to object within ten (10) business days constitutes approval. If the parties are unable to resolve any objection, the receiving party may apply to the presiding judge to resolve the matter. There will be no disclosure to any proposed individual during the ten (10) business day objection period, unless that period is waived by the producing party, or if any objection is made, until the parties have resolved the objection, or the presiding judge has ruled upon any resultant motion.

10. Counsel is responsible for the adherence by third-party vendors to the terms and conditions of this Protective Order. Counsel may fulfill this obligation by obtaining a signed Confidentiality Agreement in the form attached as Exhibit B.

11. Confidential Information or Confidential Attorney Eyes Only Information may be disclosed to a person who is not already allowed access to such information under this Protective Order if:

(a) the information was previously received or authored by the person or was authored or received by a director, officer, employee or agent of the company for which the person is testifying as a designee under Fed. R. Civ. P. 30(b)(6);

(b) the designating party is the person or is a party for whom the person is a director, officer, employee, consultant or agent; or

(c) counsel for the party designating the material agrees that the material may be disclosed to the person.

In the event of disclosure under this paragraph, only the reporter, the person, his or her counsel, the presiding judge, and persons to whom disclosure may be made and who are bound by this Protective Order, may be present during the disclosure or discussion of Confidential Information. Disclosure of material pursuant to this paragraph does not constitute a waiver of the confidential status of the material so disclosed.

Nonparty Information.

12. The existence of this Protective Order must be disclosed to any person producing documents, tangible things, or testimony in this action who may reasonably be expected to desire confidential treatment for such documents, tangible things or testimony. Any such person may designate documents, tangible things, or testimony confidential pursuant to this Protective Order.

Filing Documents with the Court.

13. If any party wishes to submit Confidential Information to the court, the submission must be filed only under seal on CM/ECF if filed electronically or if filed in hard copy in a sealed envelope bearing the caption of this action and a notice in the following form:

CONFIDENTIAL INFORMATION		
SADDLEBACK VALLEY	§	
COMMUNITY CHURCH	§	
<i>Plaintiff</i>	§	
v.	§	CASE NO. 3:24-cv-02700
VISION2SYSTEMS, LLC,	§	
CARL TIERNEY, AND	§	
PAUL BALDWIN	§	
<i>Defendants</i>	§	

**This envelope, which is being filed under seal,
contains documents that are subject to a Protective
Order governing the use of confidential discovery material.**

No Prejudice.

14. Producing or receiving confidential information, or otherwise complying with the terms of this Protective Order, will not (a) operate as an admission by any party that any particular Confidential Information contains or reflects trade secrets or any other type of confidential or proprietary information; (b) prejudice the rights of a party to object to the production of information or material that the party does not consider to be within the scope of discovery; (c) prejudice the rights of a party to seek a determination by the presiding judge that particular materials be produced; (d) prejudice the rights of a party to apply to the presiding judge for further protective orders; or (e) prevent the parties from

agreeing in writing to alter or waive the provisions or protections provided for in this Protective Order with respect to any particular information or material.

Conclusion of Litigation.

15. Within ~~sixty-ninety~~ (960) calendar days after final judgment in this action, including the exhaustion of all appeals, or within ~~ninetysixty~~ (960) calendar days after dismissal pursuant to a settlement agreement, each party or other person subject to the terms of this Protective Order is under an obligation to destroy or return to the producing party all materials and documents containing Confidential Information or Confidential Attorney Eyes Only Information, and to certify to the producing party that this destruction or return has been done. Provided, however, outside counsel for any party is entitled to retain all court papers, trial transcripts, exhibits, and attorney work provided that any such materials are maintained and protected in accordance with the terms of this Protective Order; and to the extent materials and documents designated as Confidential Information or Confidential Attorney Eyes Only Information are produced to outside counsel for parties in Other Proceedings, outside counsel may retain those documents and dispose of them in accordance with a protective order in a court with jurisdiction in such Other Proceedings.

Other Proceedings.

16. By entering this Protective Order and limiting the disclosure of information in this case, the presiding judge does not intend to preclude another court from finding that information may be relevant and subject to disclosure in another case. Any person or party subject to this Protective Order who may be subject to a motion to disclose, or a request for production of, another party's information designated Confidential pursuant to this

Protective Order must promptly notify that party in writing of the motion or request so that the party may have an opportunity to appear and be heard on whether that information should be disclosed. If, after ten (10) days' notice, the party who designated the information as confidential does not object, and if (a) a protective order is in effect in the other case which is substantially similar to this one, and (b) the requesting party agrees to treat the information as Confidential Attorneys' Eyes Only or equivalent under the protective order in effect in that case, then the person or party subject to the motion or request for production may (but is not required to by this Protective Order) produce the information to the requesting party, marked as "Confidential Attorneys' Eyes Only" or equivalent, along with a copy of this Protective Order.

Remedies.

17. It is Ordered that this Protective Order will be enforced by the sanctions set forth in Fed. R. Civ. P. 37(b) and any other sanctions as may be available to the presiding judge, including the power to hold parties or other violators of this Protective Order in contempt. All other remedies available to any person injured by a violation of this Protective Order are fully reserved.

18. Any party may petition the presiding judge for good cause shown if the party desires relief from a term or condition of this Protective Order.

Signed:

United States District Judge

Exhibit A

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SADDLEBACK VALLEY
COMMUNITY CHURCH
Plaintiff

v.

VISION2SYSTEMS, LLC,
CARL TIERNEY, AND
PAUL BALDWIN
Defendants

§
§
§
§
§
§
§
§
§
§

CASE NO. 3:24-cv-02700

**CONFIDENTIALITY AGREEMENT FOR EXPERT,
CONSULTANT OR EMPLOYEES OF ANY PARTY**

I hereby affirm that:

Information, including documents and things, designated as “Confidential Information,” or “Confidential Attorney Eyes Only Information,” as defined in the Protective Order entered in the above-captioned action (“Protective Order”), is being provided to me pursuant to the terms and restrictions of the Protective Order.

I have been given a copy of and have read the Protective Order.

I am familiar with the terms of the Protective Order and I agree to comply with and to be bound by its terms.

I submit to the jurisdiction of this Court for enforcement of the Protective Order.

I agree not to use any Confidential Information or Confidential Attorney Eyes Only Information disclosed to me pursuant to the Protective Order except for purposes of the above-captioned litigation and not to disclose any of this information to persons other than those specifically authorized by the Protective Order, without the express written consent of the party who designated the information as confidential or by order of the presiding judge.

I also agree to notify any stenographic, clerical or technical personnel who are required to assist me of the terms of this Protective Order and of its binding effect on them and me.

I understand that I am to retain all documents or materials designated as or containing Confidential Information or Confidential Attorney Eyes Only Information in a secure manner, and that all such documents and materials are to remain in my personal custody until the completion of my assigned duties in this matter, whereupon all such documents and materials, including all copies thereof, and any writings prepared by me containing any Confidential Information or Confidential Attorney Eyes Only Information are to be returned to counsel who provided me with such documents and materials.

Signed

Printed Name

Date

Exhibit B

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SADDLEBACK VALLEY
COMMUNITY CHURCH
Plaintiff

v.

VISION2SYSTEMS, LLC,
CARL TIERNEY, AND
PAUL BALDWIN
Defendants

§
§
§
§
§
§
§
§
§
§

CASE NO. 3:24-cv-02700

CONFIDENTIALITY AGREEMENT FOR THIRD-PARTY VENDORS

I hereby affirm that:

Information, including documents and things, designated as “Confidential Information,” or “Confidential Attorney Eyes Only Information,” as defined in the Protective Order entered in the above-captioned action (“Protective Order”), is being provided to me pursuant to the terms and restrictions of the Protective Order.

I have been given a copy of and have read the Protective Order.

I am familiar with the terms of the Protective Order and I agree to comply with and to be bound by its terms.

I submit to the jurisdiction of this Court for enforcement of the Protective Order.

I agree not to use any Confidential Information or Confidential Attorney Eyes Only Information disclosed to me pursuant to the Protective Order except for purposes of the above-captioned litigation and not to disclose any of this information to persons other than those specifically authorized by the Protective Order, without the express written consent

of the party who designated the information as confidential or by order of the presiding judge.

Signed

Printed Name

Date

From: [Laura Gleen](#)
To: [Hershel Chapin](#)
Cc: [Kyle Carney](#); [Robin Lindley](#)
Subject: RE: RE: Phishing Emails - Security Breach
Date: 20 January 2025 10:43:00
Attachments: [image001.png](#)
[image002.png](#)

Hershel –

We still don't have a draft from you, and your responses to our discovery requests are due Friday. If we don't have a workable solution to this by Thursday, such that you don't withhold responsive documents on Friday, we will file our motion as contested.

Thanks

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019
(713) 225-4500 (Telephone)
(713) 225-3719 (Fax)
www.buckkeenanalp.com

From: Hershel Chapin <hchapin@dallaslawhero.com>
Sent: 14 January 2025 18:54
To: Laura Gleen <lgleen@buckkeenanalp.com>
Cc: Kyle Carney <kyle@carney.law>; Robin Lindley <lindley@buckkeenanalp.com>
Subject: Re: RE: Phishing Emails - Security Breach

I will take these proposals into account when I prepare a revised draft this week

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

Sent from Proton Mail Android

----- Original Message -----

On 1/14/25 12:51 PM, Laura Gleen wrote:

Hershel –

I understand your clients' concerns, but they have to understand that this case is not unique in involving sensitive data: neither in type nor in quantity. Cases involving this level of sensitive data happen all the time, and there are no indemnity provisions or demonstrations of insurance involved (we will not agree to either of those absent a court order). The way these issues are addressed are via protective orders.

We have no objection to conditioning the data we get copies of in theory, but we, as attorneys, need to be able to look at a transaction and match it to our list of known donations, so we need enough data to remain for us to do that.

We do object to any requirement that attorneys view data in-person. We can reach agreements about the data being hosted in a secure location, and not saved on our firms' servers, but we need to be able to see what our experts are seeing in real time.

Can you please provide a timeframe for these details and the revised order?

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019
(713) 225-4500 (Telephone)
(713) 225-3719 (Fax)
www.buckkeen.com

From: hchapin@dallaslawhero.com <hchapin@dallaslawhero.com>
Sent: 14 January 2025 18:15
To: Laura Gleen <lgleen@buckkeen.com>
Cc: Kyle Carney <kyle@carney.law>
Subject: FW: Phishing Emails - Security Breach

Dear LG,

I received 2 phishing emails from Kyle's email account this past week. I deleted them immediately. See below message where he discussed this.

This type of data security breach is **exactly** why my clients do not trust even lawyers with storing sensitive data.

There needs to be conditioning of all data that is being stored by attorneys (transactions stripped of any personal data or data with which someone could be personally identified).

We can have agreed-upon expert-eyes-only storage of raw data and attorney *in-person* viewing with a log of who views it and when, but anything less than that will require indemnification and proof of insurance coverage. There are over 1 billion transactions containing customer data we are talking about.

I am working out the details with my clients now. I will send a revised order once I hear back from them. Thanks.

Sincerely,
HRC

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com

tel: 972-707-7482

fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

From: Kyle Carney <kyle@carney.law>

Date: Friday, January 10, 2025 at 8:20 PM

To: Kyle Carney <kyle@carney.law>

Cc: Kyle Carney <kyle@carney.law>, Mille Bradley <mille@carney.law>

Subject: Phishing Emails - Security Breach

Good evening,

I really appreciate the kindness of several of you reaching out today to give me the heads up that you received two suspicious emails from me. Please do not open any links or attachments with those emails. If you did attempt to open them (or maybe even if you didn't), please consider changing your password and enabling multi-factor authentication if you haven't already done so. Although I already had these measures in place, my email account was hacked today.

It seems that the account has been secured and that there is no longer a breach. I am following up to see what else can be done to prevent future cyber hacking.

Please don't hesitate to reach out if you have any questions or issues. Again, I would encourage you to at least take a moment to simply change your password associated with your current email account.

I apologize for the inconvenience and hope you do not face similar issues from these emails.

Truly,
Kyle



Kyle Carney • Member
Carney Law PLLC

9800 Hillwood Parkway, Ste. 140
Fort Worth, Texas 76177

Ph: (817) 717-1195

kyle@carney.law

ra

DALLAS DIVISION

Plaintiff

CIVIL CASE NO. 3:24-cv-02700

Defendants

REQUESTS FOR PRODUCTION

c/o BUCK KEENAN, LLP

2229 San Felipe, Suite 1000

Via email: lindley@buckkeenan; lgleen@buckkeenan.com

c/o Carney Law, PLLC

9800 Hillwood Parkway, Ste. 140

Via email: kyle@carney.law

REQUEST FOR PRODUCTION NO. 1:

Please produce all communication between You and Saddleback Church, or any employee or agent of Saddleback Church. This includes, but is not limited to, any auto-generated reports or messages.

ANSWER: Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time.

REQUEST FOR PRODUCTION NO. 2:

Please produce all documents, including all internal or external communications, referring or relating to any and all defects You allege exist, or existed, in Vision2's IT systems. This includes, but is not limited to, any defects which allowed monies to be transmitted to Clients which did not come from donations made on their behalf, and any defects which allowed the amount shown by Vision2's system as "in transit" to not accurately reflect the amount of funds being held by Vision2 which belong to a client.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data, private banking data, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:

Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 3:

Please produce all documents referring or relating to any problems with or failures of any bank processor or any bank or bank account involved in the Processing of Donations.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS: Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 4:

Please produce all invoices, copies of checks, copies of proof of donations, or other confirmations of funds received by Vision2 on behalf of Saddleback Church.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:

Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 5:

Please produce a schematic diagram (flow chart) of the systems used in the Processing of Donations.

ANSWER: Attached as “RFP 5.pdf” Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time.

REQUEST FOR PRODUCTION NO. 6:

Please produce all transactions and related data for each stage in the Processing of Donations for all Clients. Alternatively, provide an export of detail transaction activity to a common user format such as Microsoft Excel, SQL database tables, or generic delimited formats such as csv, tsv or other. Any segmented data exported to the requested format should contain a “primary key” to tie each segmented table to the rest of the data.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union’s General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would

expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 7:

Please produce all documents to which You refer or on which You rely in responding to any interrogatories propounded in this case.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRP) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this

proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 8:

For each stage and data set within the Processing of Donations produce a "data dictionary" of all data fields. The data dictionary should include field name, human-understandable definition of the field, data format for the field, field length or delimiting, and a key to any codes used for records that would not be readily apparent.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court

supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:

Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 9:

Please produce all data retention policies which are or have been in effect at any time since January 1, 2023, as they apply to the Processing of Donations.

ANSWER: Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time.

REQUEST FOR PRODUCTION NO. 10:

Please produce all documents, statements, spreadsheets, and accounting system data created, generated, or used to control, reconcile, and track donation funds from time of receipt to final remittance to client.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and

Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 11:

Please produce all accounting system data from January 2023 to present in a common export format such as Microsoft Excel or similar format.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas

Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 12:

Please produce all quality control policies and procedures surrounding controlling and reconciling the Processing of Donations from receipt through remittance to client.

ANSWER: Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time.

REQUEST FOR PRODUCTION NO. 13:

Please produce all documents referring or relating to the reconciliation process which You

represent has been and continues to be performed in 2024. This includes but is not limited to all documents which describe or reflect the process being performed and any interim or final results or findings from that process.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:

Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 14:

Please produce records of all transfers of funds into and out of any account owned or held by Vision2. These records should contain all data provided by the bank or financial institution holding such account including, but not limited to, the Vision2 account number, information relating to the account from which or to which the money was transferred, the date of the transfer, the amount, and any transaction or payee/payor notes.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not

immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure “data room” environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney’s Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:

Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 15:

Please produce documents sufficient to identify the owner of each account to which any funds were transferred from any account owned or held by Vision2.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union’s General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.’s GDPR). Merely storing

such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 16:

Please produce all documents, including but not limited to all communications, referring or relating to a mismatch between the amount Vision2's system shows or has shown as "in transit" and the amount actually owed to ANY Client.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would

expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 17:

Please produce all documents containing or relating to any representations made to ANY Client regarding delays in Processing of Donations, including but not limited to, remittance of funds to the Client.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data

from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:

Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 18:

Please produce all documents containing or relating to any representations made to ANY Client regarding problems with or caused by any bank processor or bank or institution holding any funds owned or managed by Vision2.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court

supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:

Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 19:

Please produce all contracts relating to the work performed by Vision2 for Saddleback Church since 2012.

ANSWER: Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time.

REQUEST FOR PRODUCTION NO. 20:

Please produce documents sufficient to show the amount of money which Vision2 has retained from donations processed on behalf of Saddleback Church since 2012. This includes all amounts withheld as a fixed fee and all amounts withheld as a percentage of the amount processed.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act

(CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:

Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 21:

Please produce documents sufficient to show all payments made by Vision2 to accounts owned or held by Carl Tierney or Paul Baldwin since 2012. This includes all accounts owned or held by any company in which Tierney or Baldwin owns a direct or indirect interest (except where the interest exists solely as shares owned in a publicly-traded company), all accounts owned or held by any relative, trustee, employee, or other person owning or holding such an account on behalf of Tierney or Baldwin, and all accounts to which Tierney or Baldwin has or has had any right to withdraw any funds.

ANSWER: Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time.

REQUEST FOR PRODUCTION NO. 22:

Please produce documents sufficient to show all loans made to Vision2 by any party since 2012. The documents must show the date, amount, and source of the loans, along with all interest or other repayment conditions, including the date on which repayment is owed. The documents must also show the status of such loans, including whether there are any late or outstanding payments.

ANSWER: Attached as “RFP 22.pdf.” Defendant Vision2Systems, LLC will produce additional responsive documents at a reasonable time.

REQUEST FOR PRODUCTION NO. 23:

Please produce all documents relating to Vision2’s “accounting and payment facilitation systems’ severe disruption that began since around autumn of 2024,” referred to by You in Dkt. 16.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union’s General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California

privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 24:

In Dkt. 16, You write that there is a high likelihood that "several Churches unfortunately received erroneous transfers due to inadvertent accounting errors (which errors were not necessarily endogenous to Vision2Systems' software)." Please produce all documents referring or relating to such erroneous transfers.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRCA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this

proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 25:

In Dkt. 16, You write that there is a high likelihood that "several Churches received notifications overstating Vision2Systems's liabilities to them" Please produce all documents referring or relating to such erroneous transfers.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court

supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:

Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

REQUEST FOR PRODUCTION NO. 26:

In Dkt. 16, You write that "The sources for these errors [identified in RFP 24 and 25 above] included, for example: the Churches, the donors' banks, and the donors themselves in some instances, among other sources." For each individual instance of error, produce documents sufficient to identify the date of the error, the amount at issue, the cause of the error (for example, whether it was something done by a Client or by a donor) and how that individual error lead to either an erroneous transfer or incorrect notification to Saddleback Church.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data controls, private banking data regulations, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between

clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
Defendant Vision2Systems, LLC will produce responsive documents at a reasonable time, subject to an appropriate Protective Order.

DATED: January 23, 2025

Respectfully Submitted,
H. R. CHAPIN, ATTORNEY & COUNSELOR, PLLC
4301 Alpha Rd
Dallas, TX 75244
(972) 707-7482 Telephone
(214) 736-3945 Facsimile
hchapin@gmail.com Email

By: /s/ **Hershel R. Chapin**
Hershel R. Chapin
TX State Bar No. 24074020
**COUNSEL FOR DEFENDANTS VISION2SYSTEMS, LLC, CARL
TIERNEY, and PAUL BALDWIN**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 23, 2025, a true and correct copy of the foregoing document and its attachments was served via the below-described method(s), upon the following party/parties:

PLAINTIFF – SADDLEBACK VALLEY COMMUNITY CHURCH

c/o BUCK KEENAN, LLP

attn: J. Robin Lindley, Laura Gleen

2229 San Felipe, Suite 1000

Houston, TX 77019

Via email: lindley@buckkeenan; lgleen@buckkeenan.com

PLAINTIFF – SADDLEBACK VALLEY COMMUNITY CHURCH

c/o Carney Law, PLLC

attn: Kyle Carney

9800 Hillwood Parkway, Ste. 140

Fort Worth, TX 76177

Via email: kyle@carney.law

/s/ Hershel R. Chapin

Hershel R. Chapin

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SADDLEBACK VALLEY
COMMUNITY CHURCH
Plaintiff

V.

VISION2SYSTEMS, LLC,
CARL TIERNEY, AND
PAUL BALDWIN
Defendants

CIVIL CASE NO. 3:24-cv-02700

**CARL TIERNEY'S INITIAL RESPONSE TO PLAINTIFF'S FIRST SET OF REQUESTS
FOR PRODUCTION**

TO: PLAINTIFF – SADDLEBACK VALLEY COMMUNITY CHURCH
c/o BUCK KEENAN, LLP
 attn: J. Robin Lindley, Laura Gleen
 2229 San Felipe, Suite 1000
 Houston, TX 77019
Via email: lindley@buckkeenan; lgleen@buckkeenan.com

PLAINTIFF – SADDLEBACK VALLEY COMMUNITY CHURCH
c/o Carney Law, PLLC
 attn: Kyle Carney
 9800 Hillwood Parkway, Ste. 140
 Fort Worth, TX 76177
Via email: kyle@carney.law

REQUEST FOR PRODUCTION NO. 1:

Please produce all communication between You and Saddleback Church, or any employee or agent of Saddleback Church.

ANSWER: All responsive documents are the exclusive property of Vision2Systems, LLC.

REQUEST FOR PRODUCTION NO. 2:

Please produce all documents, including all communications, referring or relating to any and all defects You allege exist, or existed, in Vision2's IT systems. This includes, but is not limited to, any defects which allowed monies to be transmitted to Clients which did not come from donations made on their behalf, and any defects which allowed the amount shown by Vision2's system as "in transit" to not accurately reflect the amount of funds being held by Vision2 which belong to a client.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data, private banking data, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
All responsive documents are the exclusive property of Vision2Systems, LLC.

REQUEST FOR PRODUCTION NO. 3:

Please produce all documents, including all communications, referring or relating to any problems with or failures of any bank processor or any bank or bank account involved in the

Processing of Donations.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data, private banking data, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
All responsive documents are the exclusive property of Vision2Systems, LLC.

REQUEST FOR PRODUCTION NO. 4:

Please produce documents sufficient to show all payments made by Vision2 to accounts owned or held by You since 2012. This includes all accounts owned or held by any company in which You own a direct or indirect interest (except where the interest exists solely as shares owned in a publicly-traded company), all accounts owned or held by any relative, trustee, employee, or other person owning or holding such an account on behalf of You, and all accounts to which You have or have had any right to withdraw any funds.

ANSWER: Carl Tierney will produce responsive documents within a reasonable period of time.

REQUEST FOR PRODUCTION NO. 5:

Please produce all documents, including but not limited to all communications, referring or relating to a mismatch between the amount Vision2's system shows or has shown as "in transit" and the amount actually owed to ANY Client.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data, private banking data, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40

million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:

All responsive documents are the exclusive property of Vision2Systems, LLC.

REQUEST FOR PRODUCTION NO. 6:

Please produce all documents containing or relating to any representations made to ANY Client regarding delays in Processing of Donations, including but not limited to, remittance of funds to the Client.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data, private banking data, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use

beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
All responsive documents are the exclusive property of Vision2Systems, LLC.

REQUEST FOR PRODUCTION NO. 7:

Please produce all documents containing or relating to any representations made to ANY Client regarding problems with or caused by any bank processor or bank or institution holding any funds owned or managed by Vision2.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data, private banking data, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt

powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:

All responsive documents are the exclusive property of Vision2Systems, LLC.

REQUEST FOR PRODUCTION NO. 8:

Please produce all documents to which You refer or on which You rely in responding to any interrogatories propounded in this case.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data, private banking data, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR

numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
All responsive documents are the exclusive property of Vision2Systems, LLC.

DATED: January 23, 2025

Respectfully Submitted,
H. R. CHAPIN, ATTORNEY & COUNSELOR, PLLC
4301 Alpha Rd
Dallas, TX 75244
(972) 707-7482 Telephone
(214) 736-3945 Facsimile
hchapin@gmail.com Email

By: /s/ **Hershel R. Chapin**

Hershel R. Chapin
TX State Bar No. 24074020
**COUNSEL FOR DEFENDANTS VISION2SYSTEMS, LLC, CARL
TIERNEY, and PAUL BALDWIN**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 23, 2025, a true and correct copy of the foregoing document and its attachments was served via the below-described method(s), upon the following party/parties:

**PLAINTIFF – SADDLEBACK VALLEY COMMUNITY CHURCH
c/o BUCK KEENAN, LLP**

attn: J. Robin Lindley, Laura Gleen

2229 San Felipe, Suite 1000

Houston, TX 77019

Via email: lindley@buckkeenan; lgleen@buckkeenan.com

**PLAINTIFF – SADDLEBACK VALLEY COMMUNITY CHURCH
c/o Carney Law, PLLC**

attn: Kyle Carney

9800 Hillwood Parkway, Ste. 140

Fort Worth, TX 76177

Via email: kyle@carney.law

/s/ Hershel R. Chapin

Hershel R. Chapin

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data, private banking data, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
All responsive documents are the exclusive property of Vision2Systems, LLC.

REQUEST FOR PRODUCTION NO. 3:

Please produce all documents, including all communications, referring or relating to any

problems with or failures of any bank processor or any bank or bank account involved in the Processing of Donations.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data, private banking data, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
All responsive documents are the exclusive property of Vision2Systems, LLC.

REQUEST FOR PRODUCTION NO. 4:

Please produce documents sufficient to show all payments made by Vision2 to accounts owned or held by You since 2012. This includes all accounts owned or held by any company in which You own a direct or indirect interest (except where the interest exists solely as shares owned in a publicly-traded company), all accounts owned or held by any relative, trustee, employee, or other person owning or holding such an account on behalf of You, and all accounts to which You have or have had any right to withdraw any funds.

ANSWER: Paul Baldwin will produce responsive documents within a reasonable period of time.

REQUEST FOR PRODUCTION NO. 5:

Please produce all documents, including but not limited to all communications, referring or relating to a mismatch between the amount Vision2's system shows or has shown as "in transit" and the amount actually owed to ANY Client.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data, private banking data, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40

million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:

All responsive documents are the exclusive property of Vision2Systems, LLC.

REQUEST FOR PRODUCTION NO. 6:

Please produce all documents containing or relating to any representations made to ANY Client regarding delays in Processing of Donations, including but not limited to, remittance of funds to the Client.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data, private banking data, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use

beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
All responsive documents are the exclusive property of Vision2Systems, LLC.

REQUEST FOR PRODUCTION NO. 7:

Please produce all documents containing or relating to any representations made to ANY Client regarding problems with or caused by any bank processor or bank or institution holding any funds owned or managed by Vision2.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data, private banking data, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt

powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:

All responsive documents are the exclusive property of Vision2Systems, LLC.

REQUEST FOR PRODUCTION NO. 8:

Please produce all documents to which You refer or on which You rely in responding to any interrogatories propounded in this case.

OBJECTION: This Request is unduly burdensome for the following reasons:

1. Vision2Systems is still in the process of completing an internal review of its databases and corresponding banking records consisting of over 2.5 Terabytes of data to identify errors in recording or reporting transactions.
2. The documents and communications being requested are subject to separate written confidentiality/user agreements between Vision2Systems, LLC and its respective system users and clients as well as by statutory and regulatory legal requirements to maintain confidentiality as to client and donor data held by Vision2Systems. These legal requirements include, in no particular order and without limitation, the Texas Uniform Trade Secrets Act (TUTSA), PCI DSS data, private banking data, California Consumer Privacy Act (CCPA), California Privacy Rights Act (CPRA) Texas Data Privacy and Security Act, Gramm-Leach-Bliley Act (GLBA), the FTC Act, the Electronic Communications Privacy Act (ECPA), Computer Fraud and Abuse Act (CFAA), the Texas Harmful Access by Computer Act (HACA), the European Union's General Data Protection Regulation (GDPR), and other state and regulatory laws concerning data privacy. Additionally, communications between clergy/churches and parishioners are generally protected privileged communications under Federal Rule of Evidence 501 which enshrines confidentiality over such communications, which include monetary transfers for donations to religious institutions. Thus, documents containing private information or information that, in the aggregate reveals private information such as names, addresses, bank account numbers, bank balances, MICR

numbers, digital checks, debit and credit card information, transaction amounts, etc. and even patterns of transactions are all protected information and cannot be revealed except under a strict protective order that requires court supervision and contempt powers over enforcement, conditioning of all data except for court-qualified experts handling it who meet the requisite legal compliance standards and have qualification to store and review such data, who provide adequate insurance/indemnification/bond and who provide assurance of protection of the data from fraudulent use or breach or use beyond establishing claims or defenses in this proceeding. There would additionally need to be requirements for monitoring for breaches and providing adequate notifications to possibly affected individuals including compensation for damages and credit monitoring. To do otherwise would expose the transaction details of over 40 million transactions and subject the donors and the clientele of Vision2Systems to a data breach and risks of damage that would affect over 6.5 million individuals (over 1 million of whom are protected by the California privacy laws, and 2000 of whom are protected by the E.U.'s GDPR). Merely storing such data requires insurance that costs over \$25,000 per year, and as illustrated by the recent security breach of Plaintiff's counsel's email – attorneys' data systems are not immune to these issues. As a solution, Vision2Systems proposes establishing, under Court supervision and appropriate protective order(s) a secure "data room" environment wherein such transaction information, databases, and emails containing private data can be accessed, reviewed, and analyzed by the aforementioned qualified expert witnesses, and Vision2Systems can, in parallel, establish conditioned databases that can exist at Attorney's Eyes Only security level.

ANSWER, SUBJECT TO AND WITHOUT WAIVING FOREGOING OBJECTIONS:
All responsive documents are the exclusive property of Vision2Systems, LLC.

DATED: January 23, 2025

Respectfully Submitted,
H. R. CHAPIN, ATTORNEY & COUNSELOR, PLLC
4301 Alpha Rd
Dallas, TX 75244
(972) 707-7482 Telephone
(214) 736-3945 Facsimile
hchapin@gmail.com Email

By: /s/ **Hershel R. Chapin**

Hershel R. Chapin
TX State Bar No. 24074020
**COUNSEL FOR DEFENDANTS VISION2SYSTEMS, LLC, CARL
TIERNEY, and PAUL BALDWIN**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 23, 2025, a true and correct copy of the foregoing document and its attachments was served via the below-described method(s), upon the following party/parties:

**PLAINTIFF – SADDLEBACK VALLEY COMMUNITY CHURCH
c/o BUCK KEENAN, LLP**

attn: J. Robin Lindley, Laura Gleen
2229 San Felipe, Suite 1000
Houston, TX 77019

Via email: lindley@buckkeenan; lgleen@buckkeenan.com

**PLAINTIFF – SADDLEBACK VALLEY COMMUNITY CHURCH
c/o Carney Law, PLLC**

attn: Kyle Carney
9800 Hillwood Parkway, Ste. 140
Fort Worth, TX 76177

Via email: kyle@carney.law

/s/ Hershel R. Chapin

Hershel R. Chapin

From: hchapin@dallaslawhero.com
To: [Laura Gleen](#)
Cc: [Robin Lindley](#); [Kyle Carney](#)
Subject: Re: Activity in Case 3:24-cv-02700-B Saddleback Valley Community Church v. Vision2Systems LLC et al
Order Setting Deadline/Hearing
Date: 29 January 2025 00:51:16
Attachments: [image001.png](#)

Howdy LG,

I am working through all of these issues right now in earnest and hoping to have a draft of a PO we can all consider by end of this week. There are, obviously, a lot of moving parts, and some depend on the document handling vendor we are using (I am awaiting some information about that) and also how different tiers of access are defined / delimited / access-managed.

Meanwhile, I am still gathering documents that don't necessarily need to be managed by an outside vendor - but they are still going to be subject to the future PO. My hope is for you to get those asap.

I can meet with y'all on Feb 3rd to discuss at my office same as last time. Does that work?

Sincerely,
HRC

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

From: Laura Gleen <lgleen@buckkeenan.com>

Date: Tuesday, January 28, 2025 at 5:17 AM

To: Hershel Chapin <hchapin@dallaslawhero.com>

Cc: Robin Lindley <lindley@buckkeenan.com>

Subject: FW: Activity in Case 3:24-cv-02700-B Saddleback Valley Community Church v. Vision2Systems LLC et al Order Setting Deadline/Hearing

Hi Hershel –

Given the below, please circulate a proposed order, and let me know which mornings this week work for you for the conference, so we can discuss that order.

Please be ready to discuss (or include in the order) the details of the data room you are proposing – who will host it, how it will be accessed, whether documents with non-standard file types will be viewable within the platform and, crucially, the date by which it will be set up and populated for us and our clients to access.

Having done an initial review of your discovery responses, I also want to discuss differentiating between documents which contain sensitive data and those which don't, and how and when you will produce the latter. For example, email correspondence should not, as a rule, be hosted in a data room: it should be produced with confidentiality designations and redactions, as appropriate.

Thanks,

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019
(713) 225-4500 (Telephone)
(713) 225-3719 (Fax)
www.buckkeenan.com

From: ecf_txnd@txnd.uscourts.gov <ecf_txnd@txnd.uscourts.gov>

Sent: 27 January 2025 23:18

To: Courtmail@txnd.uscourts.gov

Subject: Activity in Case 3:24-cv-02700-B Saddleback Valley Community Church v. Vision2Systems LLC et al Order Setting Deadline/Hearing

This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.

*****NOTE TO PUBLIC ACCESS USERS***** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

If you need to know whether you must send the presiding judge a paper copy of a document that you have docketed in this case, click here: [Judges' Copy Requirements](#). Unless exempted, attorneys who are not admitted to practice in the Northern District of Texas must seek admission promptly. [Forms and Instructions](#) found at www.txnd.uscourts.gov. If admission requirements are not satisfied within 21 days, the clerk will notify the presiding judge.

U.S. District Court

Northern District of Texas

Notice of Electronic Filing

The following transaction was entered on 1/27/2025 at 5:18 PM CST and filed on 1/27/2025

Case Name: Saddleback Valley Community Church v. Vision2Systems LLC et al

Case Number: [3:24-cv-02700-B](#)

Filer:

Document Number: [27](#)

Docket Text:

ORDER REQUIRING CONFERENCE AND JOINT REPORT re: [25] Motion for Protective Order. Counsel for Plaintiffs and counsel for Defendants must confer by telephone, videoconference, or face-to-face meeting in an attempt to resolve all matters in dispute concerning a protective order for discovery in this case. This conference must occur on or before February 4, 2025. The parties must submit a joint report by February 7, 2025. Unless the parties agree otherwise, Defendants counsel is responsible for typing, collating, and otherwise preparing and filing this joint report. An agreed order, signed by all counsel of record, must be submitted electronically to McKay_Orders@txnd.uscourts.gov no later than February 7, 2025. (Ordered by US Magistrate Judge Brian McKay on 1/27/2025) (mcrd)

3:24-cv-02700-B Notice has been electronically mailed to:

J Robin Lindley lindley@buckkeen.com, pena@buckkeen.com,
twilliams@buckkeen.com

Hershel R Chapin hchapin@gmail.com, hrclawyer@gmail.com

Laura Natalie Gleen lgleen@BuckKeenan.com

Kyle Thomas Carney kyle@carney.law

3:24-cv-02700-B The CM/ECF system has NOT delivered notice electronically to the names listed below. The clerk's office will serve notice of court Orders and Judgments by mail as required by the federal rules. An attorney/pro se litigant is cautioned to carefully follow the federal rules (see FedRCivP 5) with regard to service of any document the attorney/pro se litigant has filed with the court. The clerk's office will not serve paper documents on behalf of an attorney/pro se litigant.

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:n/a

Electronic document Stamp:

[STAMP dcecfStamp_ID=1004035775 [Date=1/27/2025] [FileNumber=16061329-0]

[30fb53988c4efa75484e8758a9b78d4ed47b659d4f034b4d5c500e424ed18eac2bc507d988c41c3f2caa007524d4036e9da4c444e06f9665552588abe6e8c314]]

From: hchapin@dallaslawhero.com
To: [Laura Gleen](#)
Cc: [Kyle Carney](#); [Robin Lindley](#)
Subject: draft confidentiality order
Date: 03 February 2025 15:13:13
Attachments: [Proposed Protective Order - Saddleback HRCrev.docx](#)

LG,

Here is my working draft to get us started. My clients may have some additional things to add.

Sincerely,
HRC

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SADDLEBACK VALLEY
COMMUNITY CHURCH
Plaintiff

v.

VISION2SYSTEMS, LLC,
CARL TIERNEY, AND
PAUL BALDWIN
Defendants

§
§
§
§
§
§
§
§
§
§
§

CASE NO. 3:24-cv-02700

PROTECTIVE ORDER

Proceedings and Information Governed.

1. This Order (“Protective Order”) is made under Fed. R. Civ. P. 26(c). It governs any document, information, or other thing furnished by any party to any other party, and it includes any nonparty who receives a subpoena in connection with this action. The information protected includes, but is not limited to: answers to interrogatories; answers to requests for admission; responses to requests for production of documents; deposition transcripts and videotapes; deposition exhibits; and other writings or things produced, given or filed in this action that are designated by a party as “Confidential Information” or “Confidential Attorney Eyes Only Information” in accordance with the terms of this Protective Order, as well as to any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information.

Designation and Maintenance of Information.

2. For purposes of this Protective Order, (a) the “Confidential Information” designation means that the document is comprised of trade secrets or commercial information that

is not publicly known and is of technical or commercial advantage to its possessor, in accordance with Fed. R. Civ. P. 26(c)(7), or other information required by law or agreement to be kept confidential and (b) the “Confidential Attorney Eyes Only” designation means that the document is comprised of information that the producing party deems especially sensitive, which may include, but is not limited to, confidential research and development, financial, technical, marketing, or any other sensitive trade secret information. Confidential Information and Confidential Attorney Eyes Only Information does not include, and this Protective Order does not apply to, information that is already in the knowledge or possession of the party to whom disclosure is made unless that party is already bound by agreement not to disclose such information, or information that has been disclosed to the public or third persons in a manner making such information no longer confidential.

3. Documents and things produced during the course of this litigation within the scope of paragraph 2(a) above, may be designated by the producing party as containing Confidential Information by placing on each page and each thing a legend, or otherwise conspicuously designating electronically stored information, substantially as follows:

**CONFIDENTIAL INFORMATION
SUBJECT TO PROTECTIVE ORDER**

Documents and things produced during the course of this litigation within the scope of paragraph 2(b) above may be designated by the producing party as containing Confidential Attorney Eyes Only Information by placing on each page and each thing a legend, or otherwise conspicuously designating electronically stored information, substantially as follows:

CONFIDENTIAL ATTORNEY EYES ONLY INFORMATION

SUBJECT TO PROTECTIVE ORDER

A party may designate information disclosed at a deposition as Confidential Information or Confidential Attorney Eyes Only Information by requesting the reporter to so designate the transcript or any portion of the transcript at the time of the deposition. If no such designation is made at the time of the deposition, any party will have fourteen (14) calendar days after the date of the deposition to designate, in writing to the other parties and to the court reporter, whether the transcript is to be designated as Confidential Information or Confidential Attorneys Eyes Only Information. If no such designation is made at the deposition or within this fourteen (14) calendar day period (during which period, the transcript must be treated as Confidential Attorneys Eyes Only Information, unless the disclosing party consents to less confidential treatment of the information), the entire deposition will be considered devoid of Confidential Information or Confidential Attorneys Eyes Only Information. Each party and the court reporter must attach a copy of any final and timely written designation notice to the transcript and each copy of the transcript in its possession, custody or control, and the portions designated in such notice must thereafter be treated in accordance with this Protective Order. It is the responsibility of counsel for each party to maintain materials containing Confidential Information or Confidential Attorney Eyes Only Information in a secure manner and appropriately identified so as to allow access to such information only to such persons and under such terms as is permitted under this Protective Order.

Inadvertent Failure to Designate.

4. The inadvertent failure to designate or withhold any information as confidential or privileged will not be deemed to waive a later claim as to its confidential or privileged nature, or to stop the producing party from designating such information as confidential at a later date in

writing and with particularity. The information must be treated by the receiving party as confidential from the time the receiving party is notified in writing of the change in the designation.

Challenge to Designations.

5. A receiving party may challenge a producing party's designation at any time. Any receiving party disagreeing with a designation may request in writing that the producing party change the designation. The producing party will then have ten (10) business days after receipt of a challenge notice to advise the receiving party whether or not it will change the designation. If the parties are unable to reach agreement after the expiration of this ten (10) business day time-frame, and after the conference required under LR 7.1(a), the receiving party may at any time thereafter seek an order to alter the confidential status of the designated information. Until any dispute under this paragraph is ruled upon by the presiding judge, the designation will remain in full force and effect, and the information will continue to be accorded the confidential treatment required by this Protective Order.

Disclosure and Use of Confidential Information.

6. Information designated as Confidential Information or Confidential Attorney Eyes Only Information may only be used for purposes of preparation, trial, and appeal of this action. Confidential Information or Confidential Attorney Eyes Only Information may not be used under any circumstances for any other purpose.

7. Subject to paragraph 9 below, Confidential Information may be disclosed by the receiving party only to the following individuals, provided that such individuals are informed of the terms of this Protective Order: (a) two (2) employees of the receiving party who are required in good faith to provide assistance in the conduct of this litigation, including any settlement discussions, and who are identified as such in writing to counsel for the designating party in advance of the disclosure; (b) two (2) in-house counsel who are identified by the receiving party;

(c) outside counsel for the receiving party; (d) supporting personnel employed by (b) and (c), such as paralegals, legal secretaries, data entry clerks, legal clerks, and private photocopying services; (e) experts or consultants; and (f) any persons requested by counsel to furnish services such as document coding, image scanning, mock trial, jury profiling, translation services, court reporting services, demonstrative exhibit preparation, or the creation of any computer database from documents.

8. Subject to paragraph 9 below, Confidential Attorney Eyes Only Information may be disclosed by the receiving party only to the following individuals, provided that such individuals are informed of the terms of this Protective Order: (a) outside counsel for the receiving party; (b) supporting personnel employed by outside counsel, such as paralegals, legal secretaries, data entry clerks, legal clerks, private photocopying services; (c) experts or consultants; and (d) those individuals designated in paragraph 11(c).

9. Further, prior to disclosing Confidential Information or confidential Attorney Eyes Only Information to a receiving party's proposed expert, consultant, or employees, the receiving party must provide to the producing party: 1) a signed Confidentiality Agreement in the form attached as Exhibit A, 2) the resume or curriculum vitae of the proposed expert or consultant, 3) the expert or consultant's business affiliation, and 4) any current and past consulting relationships in the industry. The producing party will thereafter have ten (10) business days from receipt of the Confidentiality Agreement to object to any proposed individual. The objection must be made for good cause and in writing, stating with particularity the reasons for the objection. Failure to object within ten (10) business days constitutes approval. If the parties are unable to resolve any objection, the receiving party may apply to the presiding judge to resolve the matter. There will be no disclosure to any proposed individual during the ten (10) business day objection period,

unless that period is waived by the producing party, or if any objection is made, until the parties have resolved the objection, or the presiding judge has ruled upon any resultant motion.

10. Counsel is responsible for the adherence by third-party vendors to the terms and conditions of this Protective Order. Counsel may fulfill this obligation by obtaining a signed Confidentiality Agreement in the form attached as Exhibit B.

11. Confidential Information or Confidential Attorney Eyes Only Information may be disclosed to a person who is not already allowed access to such information under this Protective Order if:

(a) the information was previously received or authored by the person or was authored or received by a director, officer, employee or agent of the company for which the person is testifying as a designee under Fed. R. Civ. P. 30(b)(6);

(b) the designating party is the person or is a party for whom the person is a director, officer, employee, consultant or agent; or

(c) counsel for the party designating the material agrees that the material may be disclosed to the person.

In the event of disclosure under this paragraph, only the reporter, the person, his or her counsel, the presiding judge, and persons to whom disclosure may be made and who are bound by this Protective Order, may be present during the disclosure or discussion of Confidential Information. Disclosure of material pursuant to this paragraph does not constitute a waiver of the confidential status of the material so disclosed.

Nonparty Information.

12. The existence of this Protective Order must be disclosed to any person producing documents, tangible things, or testimony in this action who may reasonably be expected to desire

confidential treatment for such documents, tangible things or testimony. Any such person may designate documents, tangible things, or testimony confidential pursuant to this Protective Order.

Filing Documents with the Court.

13. If any party wishes to submit Confidential Information to the court, the submission must be filed only under seal on CM/ECF if filed electronically or if filed in hard copy in a sealed envelope bearing the caption of this action and a notice in the following form:

CONFIDENTIAL INFORMATION

SADDLEBACK VALLEY
COMMUNITY CHURCH
Plaintiff

V.

VISION2SYSTEMS, LLC,
CARL TIERNEY, AND
PAUL BALDWIN
Defendants

[illegible]

CASE NO. 3:24-cv-02700

**This envelope, which is being filed under seal,
contains documents that are subject to a Protective
Order governing the use of confidential discovery material.**

No Prejudice.

14. Producing or receiving confidential information, or otherwise complying with the terms of this Protective Order, will not (a) operate as an admission by any party that any particular Confidential Information contains or reflects trade secrets or any other type of confidential or proprietary information; (b) prejudice the rights of a party to object to the production of information or material that the party does not consider to be within the scope of discovery; (c) prejudice the rights of a party to seek a determination by the presiding judge that particular materials be produced; (d) prejudice the rights of a party to apply to the presiding judge for further protective orders; or (e) prevent the parties from agreeing in writing to alter or waive the provisions

or protections provided for in this Protective Order with respect to any particular information or material.

Conclusion of Litigation.

15. Within ~~sixty-ninety~~ (960) calendar days after final judgment in this action, including the exhaustion of all appeals, or within ~~ninetysixty~~ (960) calendar days after dismissal pursuant to a settlement agreement, each party or other person subject to the terms of this Protective Order is under an obligation to destroy or return to the producing party all materials and documents containing Confidential Information or Confidential Attorney Eyes Only Information, and to certify to the producing party that this destruction or return has been done.- Provided, hHowever, outside counsel for any party is entitled to retain all court papers, trial transcripts, exhibits, and attorney work provided that any such materials are maintained and protected in accordance with the terms of this Protective Order: and to the extent materials and documents designated as Confidential Information or Confidential Attorney Eyes Only Information are produced to outside counsel for parties in Other Proceedings, outside counsel may retain those documents and dispose of them in accordance with a protective order in a court with jurisdiction in such Other Proceedings.

Other Proceedings.

16. By entering this Protective Order and limiting the disclosure of information in this case, the presiding judge does not intend to preclude another court from finding that information may be relevant and subject to disclosure in another case. Any person or party subject to this Protective Order who may be subject to a motion to disclose, or a request for production of, another party's information designated Confidential pursuant to this Protective Order must promptly notify that party in writing of the motion or request so that the party may have an opportunity to appear and be heard on whether that information should be disclosed. If, after ten (10) days' notice, the

party who designated the information as confidential does not object, and if (a) a protective order is in effect in the other case which is substantially similar to this one, and (b) the requesting party agrees to treat the information as Confidential Attorneys' Eyes Only or equivalent under the protective order in effect in that case, then the person or party subject to the motion or request for production may (but is not required to by this Protective Order) produce the information to the requesting party, marked as "Confidential Attorneys' Eyes Only" or equivalent, along with a copy of this Protective Order.

Remedies.

17. It is Ordered that this Protective Order will be enforced by the sanctions set forth in Fed. R. Civ. P. 37(b) and any other sanctions as may be available to the presiding judge, including the power to hold parties or other violators of this Protective Order in contempt. All other remedies available to any person injured by a violation of this Protective Order are fully reserved.

18. Any party may petition the presiding judge for good cause shown if the party desires relief from a term or condition of this Protective Order.

Signed:

United States District Judge

Exhibit A

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SADDLEBACK VALLEY
COMMUNITY CHURCH
Plaintiff

v.

VISION2SYSTEMS, LLC,
CARL TIERNEY, AND
PAUL BALDWIN
Defendants

§
§
§
§
§
§
§
§
§

CASE NO. 3:24-cv-02700

**CONFIDENTIALITY AGREEMENT FOR EXPERT,
CONSULTANT OR EMPLOYEES OF ANY PARTY**

I hereby affirm that:

Information, including documents and things, designated as “Confidential Information,” or “Confidential Attorney Eyes Only Information,” as defined in the Protective Order entered in the above-captioned action (“Protective Order”), is being provided to me pursuant to the terms and restrictions of the Protective Order.

I have been given a copy of and have read the Protective Order.

I am familiar with the terms of the Protective Order and I agree to comply with and to be bound by its terms.

I submit to the jurisdiction of this Court for enforcement of the Protective Order.

I agree not to use any Confidential Information or Confidential Attorney Eyes Only Information disclosed to me pursuant to the Protective Order except for purposes of the

above-captioned litigation and not to disclose any of this information to persons other than those specifically authorized by the Protective Order, without the express written consent of the party who designated the information as confidential or by order of the presiding judge.

I also agree to notify any stenographic, clerical or technical personnel who are required to assist me of the terms of this Protective Order and of its binding effect on them and me.

~~I understand~~ I agree that I am to retain all documents or materials designated as or containing Confidential Information or Confidential Attorney Eyes Only Information in a secure manner, and that all such documents and materials are to remain in my personal custody until the completion of my assigned duties in this matter, whereupon all such documents and materials, including all copies thereof, and any writings prepared by me containing any Confidential Information or Confidential Attorney Eyes Only Information are to be returned to counsel who provided me with such documents and materials. __

I agree that I will treat all documents and materials designated as or containing Confidential Information or Confidential Attorney Eyes Only Information with the highest duty of care – that is to say, I will act as a fiduciary over such material – and that I will be subject to the following list of laws and regulatory frameworks with regard to such data, as applicable:

Gramm-Leach Bliley Act (GLBA)

Electronic Fund Transfer Act (EFTA)

Red Flags Rule

California Consumer Privacy Act (CCPA)

California Privacy Rights Act (CPRA)

The European Union's General Data Protection Regulation (GDPR)

The European Union's E-Privacy Directive

UK Data Protection Act

Texas Uniform Trade Secrets Act (TUTSA),

PCI DSS regulations

ISO/IEC 27000 Family of standards including but not limited to ISO/IEC 27701

Private banking regulations including but not limited to NACHA standards,

Texas Data Privacy and Security Act,

the FTC Act, the Electronic Communications Privacy Act (ECPA),

Computer Fraud and Abuse Act (CFAA),

Texas Harmful Access by Computer Act (HACA), and

And any other applicable law, regulation, or industry-wide standard with regard to the data contained in the documents and/or materials.

I further hereby indemnify and hold Vision2Systems, LLC, its officers, directors, managers, attorneys, agents and employees harmless from any liability, loss or damage any of them may suffer as a result of claims, demands, costs or judgments against any of them arising out of my activities to be carried out pursuant to the obligations of this Agreement, including, but not limited to, my use, protection, handling, transfer, and storage of documents and/or materials disclosed pursuant to the Protective Order. Such indemnification requires, without limitation, the immediate payment of all attorney's fees incurred by Vision2Systems, LLC, its officers, directors, managers, attorneys, agents and employees for legal defense against allegations of liability, loss, or damage arising out of my activities to be carried out pursuant to the obligations of this Agreement.

I further agree to be responsible for payment and handling of all notification of breach and credit monitoring requirements pursuant to the applicable, above-enumerated laws, regulations, and standards if a data security or privacy breach is detected and traceable to me.

I understand and agree that this Agreement will be enforced by the sanctions set forth in Fed. R. Civ. P. 37(b) and any other sanctions as may be available to the presiding judge, including the power to hold parties or other violators of this Protective Order in contempt.

Signed

Printed Name

Date

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

§ § § § §

CASE NO. 3:24-cv-02700

Signed

Printed Name

Date

From: [Laura Gleen](#)
To: hchapin@dallaslawhero.com
Cc: [Robin Lindley](#); [Kyle Carney](#)
Subject: RE: Saddleback: Protective Order/Production of documents
Date: 13 February 2025 16:39:00
Attachments: [Saddleback Valley Church Forvis Mazars signed Protective Order.pdf](#)
[image001.png](#)
[Protective Order - Brett Kotrba Signed 2-11-25.pdf](#)

Hershel –

Not sure that we're required to send you the signatures, but nonetheless, they are attached.

We are not prepared to wait two weeks to only be told some unknown additional amount of time is needed. Please let us know by COB tomorrow when you intend to produce the requested documents.

Also, we want to emphasize that we need the unadulterated data – not just whatever Mr. Tierney has been “reconstructing” over the past few months.

Thanks,

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019
(713) 225-4500 (Telephone)
(713) 225-3719 (Fax)
www.buckkeenanalp.com

From: hchapin@dallaslawhero.com hchapin@dallaslawhero.com
Sent: 12 February 2025 18:16
To: Laura Gleen lgleen@buckkeenanalp.com
Cc: Robin Lindley lindley@buckkeenanalp.com; Kyle Carney kyle@carney.law
Subject: Re: Saddleback: Protective Order/Production of documents

LG,

Having had the opportunity to digest the Protective Order, I anticipate the District Court will approve the Magistrate's Protective Order, and as we do not intend to

appeal such order, I am asking Carl Tierney for an updated timeline on getting your firm a duplicate of everything on a single hard drive for AEO materials and a single hard drive for Confidential materials. Then we can coordinate a handoff. I am not certain it can be achieved in 2 weeks' time, I will let you know if more time is required.

Will you kindly please send me Saddleback's signature(s) for the Protective Order NDA (and any third parties signing the third party notice portion) in the meantime?

Regardless of the timing of a bankruptcy, Defendants are working toward getting Saddleback this data, as we have always intended to do.

Sincerely,
HRC

Hershel R. Chapin,
Managing Attorney

H. R. Chapin, Attorney & Counselor, PLLC
address: 4301 Alpha Rd.
Dallas, Texas 75244
email: hchapin@dallaslawhero.com
tel: 972-707-7482
fax: 214-736-3945

PURSUANT TO DEPARTMENT OF TREASURY CIRCULAR 230, THIS ELECTRONIC MAIL AND ANY ATTACHMENT HERETO, IS NOT INTENDED OR WRITTEN TO BE USED, AND MAY NOT BE USED BY THE RECIPIENT, FOR THE PURPOSES OF AVOIDING ANY FEDERAL TAX PENALTY WHICH MAY BE ASSERTED.

THIS ELECTRONIC MAIL MAY BE SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE OR THE ATTORNEY WORK PRODUCT PRIVILEGE OR OTHERWISE BE CONFIDENTIAL. ANY DISSEMINATION, COPYING OR USE OF THIS E-MAIL BY OR TO ANYONE OTHER THAN THE DESIGNATED AND INTENDED RECIPIENT(S) IS UNAUTHORIZED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE DELETE IT FROM YOUR SYSTEM IMMEDIATELY.

From: Laura Gleen <lgleen@buckkeen.com>
Date: Tuesday, February 11, 2025 at 7:46 AM
To: hchapin@dallaslawhero.com <hchapin@dallaslawhero.com>
Cc: Robin Lindley <lindley@buckkeen.com>, Kyle Carney <kyle@carney.law>
Subject: Saddleback: Protective Order/Production of documents

Good morning, Hershel –

With the PO now in place, please let us know when we can expect production of the

materials requested in our discovery requests. I assume you have been working on gathering them, so that we should be able to receive them in two weeks or less. Please let us know if this is not the case.

Thank you,

Laura

Laura Gleen



2229 San Felipe Street
Suite 1000
Houston, Texas 77019
(713) 225-4500 (Telephone)
(713) 225-3719 (Fax)
www.buckkeenanalp.com