NOT FOR PUBLICATION WITHOUT THE APPROVAL OF THE COMMITTEE ON OPINIONS

DOMINICK ALFIERI, Plaintiff/Counterdefendant, MICHAEL ALFIERI, individually and as Trustee of the 2001 MICHAEL ALFIERI FAMILY TRUST, MA-HALF ACRE ROAD, LLC, 353 HALF ACRE, LLC, ALFIERI-FINANCE, LLC, ALFIERI-HALF ACRE, LLC, Counterdefendants, v. JENNIFER ALFIERI FRANK, as Trustee of the 2001 JENNIFER ALFIERI FAMILY TRUST, Defendant/counterclaimant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION : MORRIS COUNTY DOCKET NO. MRS-L-1947-22 CIVIL ACTION - CBLP **OPINION**

Argued: April 26, 2024

Decided: April 29, 2024

Alan M. Lebensfeld Esq. and David M. Arroyo, Esq. of Lebensfeld Sharon & Schwartz PC, attorneys for the Plaintiff/Counterdefendants.

Justin T. Quinn, Esq. of Robinson Miller, LLC; Kevin J. Musiakiewicz, Esq. of Calcagni & Kanefsky LLP; and Mark Premo-Hopkins, Esq. of Kirkland & Elis LLP, attorneys for the Defendant/Counterclaimant.

Frank J. DeAngelis, P.J. Ch.,

I. BACKGROUND INFORMATION

This matter comes before the Court by way of a motion to compel and a motion to quash. By way of background, ("Plaintiff" or "Dominick") Dominick Alfieri alleges Defendant Jennifer Alfieri ("Defendant") requested that Plaintiff provide a purchase money loan to the 2001 Jennifer

Alfieri Family Trust (the "JAF Trust") to allow her to purchase a property located at 22 Capaum Pond Road, Nantucket, Massachusetts (the "Property"). Verified Complaint, ¶ 6-7. Plaintiff agreed to lend the JAF Trust the funds required for the purchase price, $5,352,000, and insurance costs, $6,080.24. Id. at ¶ 9. On June 3, 2011, Plaintiff caused Alfieri-Finance, LLC ("Alfieri-Finance"), an entity owned and controlled by Plaintiff, to lend the JAF Trust the amount of $5,358,080.24. Id. at ¶ 10. Defendant, as trustee of the JAF Trust, executed the Note in favor of Alfieri-Finance in the amount loaned. Id. at ¶ 11.

On June 3, 2014, upon maturity of the Note and as a result of JAF Trust's failure to pay, Defendant executed a new Promissory Note for $5,699,367.67, which included accrued and unpaid interest on the Note. Id. at ¶ 13. On June 3, 2017, Plaintiff sent Defendant a new Promissory Notes (the "Second Replacement Note") in the amount of $5,754,131.57. Id. at ¶ 15. Again, on June 3, 2020, Plaintiff sent Defendant a new Promissory Note (the "Third Replacement Note") for $5,958,013.85. Id. at ¶ 18. Defendant did not execute or return either of the Replacement Notes. Defendant denies receiving the Replacement Notes.

On October 2, 2021, Alfieri Finance issued a Note of Default to Defendant, as trustee of the JAF Trust. Id. at ¶ 21. The JAF Trust failed to cure the defaults and on January 21, 2022, Alfieri-Finance assigned the Note to Plaintiff. Id. at ¶ 23. Plaintiff asserts that there is a remaining principal balance of the Note in the amount of $5,958,013.85. Id. at ¶ 24.

Additionally, Defendant asserted multiple Counterclaims including breach of the 2001 Jennifer Alfieri Family Trust Agreement (the "JAF Agreement") against Dominick, tortious interference with the JAF Agreement against Michael Alfieri ("Michael"), breach of fiduciary duties against Dominick and Michael, and other cause of action.

In the instant application, Defendant moves to compel Plaintiffs to provide discovery in the requested load file format. Additionally, Plaintiffs move to quash Defendant's subpoenas to third-parties including those to Amazon and Wayfair.

II. STANDARD OF REVIEW

a. Motion to Compel

R. 4:23-5(c) Motion to Compel states:

> Prior to moving to dismiss pursuant to subparagraph (a)(1) of this rule, a party may move for an order compelling discovery demanded pursuant to R. 4:14, R. 4:18-1 or R. 4:19. An order granting a motion to compel shall specify the date by which compliance is required. If the delinquent party fails to comply by said date, the aggrieved party may apply for dismissal or suppression pursuant to subparagraph (a)(1) of this rule by promptly filing a motion to which the order to compel shall be annexed, supported by a certification asserting the delinquent party's failure to comply therewith.

Generally, a party is entitled to discover information that is reasonably calculated to lead to admissible evidence. R. 4:10-2. Rules of discovery are to be liberally construed and accorded the broadest possible latitude. Blumberg v. Dornbusch, 139 N.J. Super. 433 (App. Div. 1976). The discovery rules were designed to eliminate, as far as possible, concealment and surprise in the trial of lawsuits to the end that judgments rest upon real merits of the causes and not upon the skill and maneuvering of counsel. Abtrax Pharms. v. Elkins-Sinn, 139 N.J. 499, 512 (1995).

b. Motion to Quash

Discovery requests are properly precluded where they constitute mere "fishing expeditions" which are "entirely immaterial to the resolution of [the] issue." Korostynski v. State, Div. of Gaming Enforcement, 266 N.J. Super. 549 (App. Div. 1993). The court may quash a

subpoena if it too "broad and indefinite as to be oppressive and in excess of the demandant's necessities." Wasserstein v. Swern & Co., 84 N.J. Super. 1, 7 (App. Div. 1964). R. 4:10-3 governs protective orders for discovery purposes:

> On motion by a party or by the person from whom discovery is sought, the court, *for good cause shown* or by stipulation of the parties, may make any order that justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including, but not limited to, one or more of the following:
>
> (a) That the discovery not be had . . .

To determine whether a party seeking a protective order has shown good cause, courts weigh the following factors:

> 1) the nature of the lawsuit and the issues raised by the pleadings; 2) the substantive law likely to be applied in the resolution of the issues raised by the pleadings; 3) the kind of evidence which could be introduced at the trial, and the likelihood of it being discovered by the pretrial discovery procedure which is the subject of the application for a protective order; 4) whether trade secrets, confidential research, or commercial information are sought in the discovery procedure employed, whether they are material and relevant to the lawsuit, and whether a protective order will insure appropriate confidentiality; 5) whether the pretrial discovery seeks confidential information about persons who are not parties to the lawsuit; 6) whether the pretrial discovery sought involves privileged material; 7) whether the pretrial discovery sought relates to matters which are or are not in dispute; 8) whether the party seeking discovery already has the materials sought; 9) the burden or expense to the party seeking the protective order.

Catalpa Inv. Group, Inc. v. Franklin Tp. Zoning Bd. of Adjustment, 254 N.J. Super. 270, 273-74 (Law Div. 1991).

III. ANALYSIS

a. Motion to Compel

Defendant asserts that the Court should enter her proposed ESI Order. Defendant submits that R. 4:18-1(b)(2) requires that "if a request does not specify the form or forms for producing

electronically stored information, a responding party shall produce the information in a form or forms in which it is ordinarily maintained or in a form or forms that are reasonably usable." Defendant alleges that Plaintiffs "eschew the production format request by Jennifer (and their own discovery requests), and instead assemble their productions in a manner that appears designed to imposed undue burden on Jennifer."

Defendant contends that where a defendant specifies a form for production, then the responding party must produce its ESI in the specified form unless it can prove undue burden. Landry v. Swire Oilfield Servs., L.L.C., 2017 WL 10574310, at *1 (D.N.M. Sept. 19, 2017). Defendant asserts that Plaintiffs refuse to produce documents in the form Defendant's Requests for Production requested which sought: "[h]ard-copy scanned [d]ocuments and electronically stored information should be produced with images delivered as single-page 300-dpi-resolution group IV TIF format" and "Database load files should consist of DAT and an OPT file to facilitate the loading of TIFF images."

Defendant argues that her requests only seek the standard, baseline form of production required in litigation involving sizeable ESI productions. Defendant submits that according to the Sedona Conference:

> [T]he most common way to produce ESI for more than a decade has been to create a static electronic image in Tagged Image File Format (TIFF) or Adobe Portable Document (PDF) file format, to place the extracted text from the document into a text file, and to place the selected metadata and other non-apparent data into one or more separate load files.

The Sedona Conference, The Sedona Principles, Third Edition: Best Practices, Recommendations & Principles for Addressing Electronic Document Production, 19 SEDONA CONF. J. 1, 172-73 (2018).

Further, Defendant contends that when a party instead produces native files rather than TIFF, "the native production should be accompanied by a production of database information in the form of generic 'load files' such as text delimited files that can be read by many different types of databases or other software applications." The Sedona Conference, The Sedona Conference Database Principles Addressing the Preservation and Production of Databases and Database Information in Civil Litigation, 15 SEDONA CONF. J. 171, 197 (2014). Defendant asserts that load files "are essentially the means of transferring metadata in a usable form" and "are easily and automatically compiled by e-discovery programs in the course of rendering an ESI production." D.M., 2022 WL 705621, at *6.

Defendant argues that Plaintiffs' productions are not reasonably usable without a load file and without bates-stamped documents as unitized separate records. Defendant contends that Plaintiffs' failure to produce the requests with a load file causes delays and incurs costs into Defendant's review. Defendant asserts that for the bates-stamped pages for which Defendant cannot find a corresponding native or where the native has been withheld, Defendant's counsel has no way of ensuring that a page is a fair and unaltered representation of the document.

Moreover, Defendant argues that Plaintiffs' objections to producing a load file are baseless. Defendant contends that the cost of rendering productions usable to the other side is not unduly burdensome but rather "costs incident to modern commercial litigation involving the production of hundreds of thousands of pages of documents and with hundreds of millions of dollars at stake." See Brandofino Commc'ns, Inc. v. Augme Techs, Inc., 984 N.Y.S.2d 630 (Sup. Ct. 2014). Additionally, Defendant asserts that Plaintiffs do not contend that they are unable to afford basic discovery obligations. Defendant also contends that Plaintiffs themselves have demanded that third parties and Plaintiff produce documents in the same forum.

Defendant provides that while Plaintiffs object because of the volume of discovery produced, such reason is what justifies that they be produced in load files. Defendant refutes Plaintiffs' assertion that they do not have to produce load files because they are non-evidentiary and argues that it seeks load files in order to meaningfully use Plaintiffs' productions. Defendant also refutes Plaintiffs' contention that Defendant can easily access their natives and asserts that she cannot reliably open .PST files. Defendant asserts that Plaintiffs' failure to use an e-Discovery vendor to preserve and produce .PST files renders them susceptible to corruption and metadata erosion.

Next, Defendant argues that even if she did not specially request load files, Plaintiffs' productions would violate R. 4:18-1(b)(2)(B) since they were not "in form or form in which [they are] ordinarily maintained or in a form or forms that are reasonably usable." Defendant asserts that Plaintiffs do not dispute that their productions are not in the form in which they are ordinarily maintained as they have compiled bates-stamped documents into compilation PDF files consisting of thousands of different documents. Defendant contends that Plaintiffs' native files are being produced without a way for her counsel to sort or organize them. Additionally, Defendant argues that Plaintiffs' production is not reasonably usable allowing a reviewing party to be able to ascertain the relationship between the different pages produced and review the documents efficiently. Brandofino, 984 N.Y.S.2d at 630.

Finally, Defendant requests that attorney's fees and costs be granted as the matter has been addressed previously before the Court, and yet Plaintiffs insist on producing documents in a format they do not accept for Defendant and third parties. Defendant argues that such is not substantially justified and rather, discovery abuse. Thus, Defendant asserts that Plaintiffs pay all costs and fees incurred by her counsel in pursuing the instant motion.

In opposition, Plaintiffs contend that Defendant waived any objections to ESI productions especially as document product is almost complete. Ford Motor Company v. Edgewood Properties, Inc., 257 F.R.D. 418, 426 (D.N.J. 2009). Plaintiffs assert that between June 2022 and March 2023, they produced no less than 89,305 pages of documents with no ESI protocol in place and Plaintiffs' counsel objected to incurring unnecessary expenses associated with producing TIFF "load files" multiple times. Plaintiffs argue that Defendant's delay in filing the instant application is palpable.

Additionally, Plaintiffs argue that there is no rule or authority requiring them to comply with Defendant's demand for TIFF load files which imposes an undue burden on Plaintiffs. Plaintiffs contend that Defendant's demand for metadata goes beyond a request for evidentiary metadata and that most of her demands are not discoverable information. Moreover, Plaintiffs assert the cost of compliance is not justified by the needs of this case as Plaintiffs would have to purchase software costing ten thousand dollars. R. 4:10-2(f)(2). Plaintiffs contend that the amount is prima facie unreasonable regardless of how wealthy they are. As to creating load files, Plaintiffs argue that it would require Plaintiffs to recreate their original searches. Plaintiffs contend that such would not only cause delays and additional costs but are not justifiable as the documents from the original production relate to the issue of arbitrability.

Plaintiffs assert that they have produced every single non-privileged ESI document in two formats, PDF format and "native" or "near native" format. Plaintiffs argue that the native and near native format includes all relevant evidentiary metadata for that document. Plaintiffs contends that while Defendant relies on *Sedona Principles* to support her argument, Defendant failed to include a preceding sentence that stated that TIFF "load files" are common alternatives to "native" files. Plaintiffs argue that Defendant cannot convert an accommodation to an affirmative obligation.

Further, Plaintiffs assert that the documents they produced can be accessed directly and easily by counsel and their staff.

Plaintiffs contend that if the Court were to compel them to produce TIFF load files, Defendant should be made to bear all costs associated with such request. Finally, Plaintiffs argue that Defendant's request for sanction is frivolous as the parties attempted to resolve their dispute in good faith.

In response, Defendant asserts that Plaintiffs' purported accommodations do not address the challenges caused by their productions. Defendant contends that Plaintiffs continue to produce compilation PDF files consisting of thousands of unrelated pages. Defendant submits that her "paralegal team must manually create unitized separate records of Bates-numbered documents, hunt for the native files matching Bates-stamped pages and ascertain whether they are complete representations of the document." Additionally, Defendant asserts that while Plaintiffs produce .PST files, the paralegal team cannot open .PST files and instead have to be sent to an e-discovery vendor and pay it to convert each file into a reviewable and unitized document.

Further, Defendant submits that a load file with proper metadata is necessary to ensure efficient review and reasonable use of documents. Defendant asserts that metadata is important for searching, culling and analyzing large volumes of documents ,and the most common way to provide the metadata is to "place the selected metadata and other non-apparent data into one or more separate load files." Defendant contends that the native format documents "have proved impossible for Plaintiffs to redact and lack Bates numbering."

As to the assertion that Plaintiffs will be forced to conduct their searches again, Defendant argues that such was avoidable had Plaintiffs agreed to produce a load file when Defendant

requested it. Further, Defendant argues that Plaintiffs have not offered a legitimate reason for why the Court should shift the cost onto Defendant. Defendant contends that it is neither practical, efficient, or less burdensome for her to continue to expend time and resources attempting to convert Plaintiffs' productions into a reasonably usable format. Finally, Defendant asserts that Plaintiffs were put on notice regarding her request for load files since 2022 and thus there was no waiver by Defendant.

R. 4:18-1(b)(1) provides the following:

> Procedure for Request: The request may, without leave of court, be served on the plaintiff after commencement of the action and on any other party with or after service of the summons and complaint on that party. A copy of the request shall also be simultaneously served on all other parties to the action. The request shall set forth the items to be inspected either by individual item or by category, and describe each item and category with reasonable particularity. The request shall specify a reasonable time, place, and manner of making the inspection and performing the related acts. The request may specify the form or forms in which electronically stored information is to be produced.

Therefore, the rule permits a party to specify the forms in which electronically stored information ("ESI") is to be produced when requesting discovery. Without the specific request, a responding party is to produce the ESI in a form that it is ordinarily maintained or in a form that is reasonably usable. R. 4:18-1(b)(2)(B)-(C). Additionally, it is also established that a party may request metadata in ESI. R. 4:10-2(f). Further, New Jersey courts recognize that in certain instances, there are undue burdens or expenses in complying with a discovery demand. Estate of Lasiw by Lasiw v. Pereira, 474 N.J. Super. 378 (App. Div. 2023). Thus, if a responding party objects to discovery, they must demonstrate that a party's requests present undue burden or costs. Id.

In the instant matter, there is no objection about the substance of Defendant's request but rather the form in which Defendant seeks the ESI to be produced. However, the Court Rules clearly

provide Defendant the ability to request that the ESI be produce in load files. Additionally, Defendant has presented evidence that Plaintiffs were on notice of such request since 2022. Further, the Court finds that there is no undue burden on Plaintiffs in complying with Defendant's request. While Plaintiffs contend that cost of a software is unduly burdensome, the Court notes that Plaintiffs' own discovery requests seek that the information be produced in load files. To the contrary, there seems to be an undue burden on Defendant based on the indication that she has had to expend costs and resources in converting the documents. Thus, Defendant's motion to compel is granted.

b. Motion to Quash

Plaintiffs argue that subpoenas are overbroad, vague, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs submit that R. 4:10-2(a) provides:

> Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party, including the existence, description, nature, custody, condition and location of any books, documents, electronically stored information, or other tangible things and the identity and location of persons having knowledge of any discoverable matter. It is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence; nor is it ground for objection that the examining party has knowledge of the matters as to which discovery is sought.

Plaintiffs further assert that relevant evidence is defined as "evidence having a tendency in reason to prove or disprove any fact of consequence to the determination of the action. N.J.R.E. 401. Plaintiffs argue that the subpoenas are intended to annoy, harass, and burden Plaintiffs and non-parties.

Additionally, Plaintiffs argue that even if properly issued, the subpoenas would be improper. Plaintiffs assert that the New Jersey Supreme Court held that:

> [T]he subject of a subpoena duces tecum must be specified with reasonable certainty, and there must be a substantial showing that they contain evidence relevant and material to the issue. If the specification is so broad and indefinite as to be oppressive and in excess of the demandant's necessities, the subpoena is not sustainable. Wigmore on Evidence (3d Ed.) section 2200.

State v. Cooper, 2 N.J. 540, 556 (1949).

Plaintiffs contend that Defendant's counterclaims do not warrant the compelled production by non-parties. Further, Plaintiffs claim that even if the information and documents sought by the subpoenas were relevant and properly drafted, they must be quashed because the materials could be obtained directly from the Alfieri Parties. Plaintiffs argue that Defendant has not and could not establish a "substantial need" for production of the materials requested from the Non-Parties "which [she has already obtained, and reasonably] could [yet expect to] obtain…from [the Alfieri Parties themselves." Township of Gloucester v. Lakeview Realty Investment Assocs., at *3.

Further, Plaintiffs contend that Defendant should be sanctioned. Plaintiffs provides that R. 4:23-1(c) states the following:

> Award of Expenses of Motion. If the motion is granted, the court shall, after opportunity for hearing, require the party or deponent whose conduct necessitated the motion to pay to the moving party the reasonable expenses incurred in obtaining the order, including attorney's fees, unless the court finds that the opposition to the motion was substantially justified or that other circumstances make an award of expenses unjust.

Plaintiffs argue that Defendant's issuance of the subpoenas was not "substantially justified" and thus, imposition of attorney's fees and costs against Defendant is warranted.

In opposition, Defendant argues that Plaintiffs cannot meet their burden for a protective order or to quash discovery. Defendant submits that she is entitled to obtain discovery regarding "any matter, not privileged, which is relevant to the subject matter involved in the pending action." Payton v. N.J. Turnpike Auth., 148 N.J. 524, 535 (1997). Defendant asserts that to overcome the presumption in favor of discoverability, Plaintiffs must demonstrate good cause to quash the subpoenas. Moreover, Defendant contends that Plaintiffs must identify specific and nonspeculative risks rather than broad allegations of harm. Demarquet v. Roque, 2017 WL 5507938, at *8 (N.J. Super. App. Div. Nov. 17, 2017). Defendant argues that Plaintiffs cannot identify any risk from the subpoenas as to justify quashing them.

Defendant contends that the subpoenas seek information relevant to her counterclaims. Defendant asserts that discovery from third parties with whom Plaintiffs did business is critical to her claims of breach of fiduciary duty, breach of covenant of good faith, and fair dealing and shareholder oppression. Defendant argues that she is entitled to discovery "regarding the understanding both Plaintiffs and the subpoenaed parties had about the assets' values, the industrial warehouse market, the commercial corridors where the JAF Trust properties are located, and other local market data." See Jee Family Holdings, LLC v. San Jorge Children's Healthcare, Inc., 297 F.R.D. 19, 20–21 (D.P.R. 2014). Defendant relies on Biotechnolgy Value Fund, L.P. v. Celera Corp., 2014 WL 4272732, at *3-4 (D.N.J. Aug. 28, 2014) to support her argument. There, the court found that the third party's analyses and valuations could serve as "important data points to establish the true value" of the asset. Id. Defendant contends that such analysis applies here as she requests from Northwestern Mutual documents relating to the valuations or loans for the Half Acre Properties, which are relevant to her claims. Further, Defendant contends that while Plaintiffs and Northwestern Mutual assert that Defendant should hire her own expert, expert testimony is distinct

from contemporaneous valuations performed by brokers, tenants, or financial institutions with whom Plaintiffs conducted business.

Additionally, Defendant argues that the subpoenas are proportional and self-limiting. Defendant contends that Plaintiffs cannot vaguely assert that the subpoenas are unduly burdensome without any supporting arguments or facts. Defendant asserts that the subpoenas to Amazon and Wayfair seek discovery regarding a discrete set of leases involving JAF Trust assets while the CBRE, Cushman and Wakefield, and Northwest Mutual subpoenas seek discovery regarding a discrete set of valuations or analyses of JAF Trust Assets. Defendant further asserts that while she understands that not all non-parties may have responsive documents for all 22 Alfieri entities, without more information, she cannot exclude JAF entities from the original requests. Further, Defendant asserts that she has and will work with the third parties to tailor the requests as necessary.

Defendant also asserts that the requests are limited to a time period proportional to the needs of the case: 2018 or 2019 until present. Defendant contends that the time period is relevant because she seeks information starting prior to Plaintiffs' secret deal for the Half Acre Properties. Defendant argues that contemporary information is proper given that Plaintiffs sold additional JAF Trust properties out of their holding entities as recently as October 2023. Defendant contends that Plaintiffs have not provided an explanation as to why the six-year scope imposes an undue burden.

Next, Defendant argues that Northwestern Mutual has not provided any showing of fact or concrete example of how its documents if disclosed would cause harm to their competitive and financial positions. Further, Defendant asserts that courts regularly hold that privacy concerns are adequately addressed by confidentiality or protective orders. See Shasta Linen Supply, Inc., 2018 WL 2981827, at *3. Defendant contends that if the current confidentiality order is insufficient to

protect Northwestern Mutual's purported trade secrets, the parties can supplement the existing order to provide even more robust protections.

As to Plaintiffs' assertion that Defendant can seek the same information from them, Defendant contends that the subpoenas seek unique documents not in Plaintiffs' possession. Defendant asserts that while Plaintiffs may produce valuations or offers submitted to them by third parties, Defendant is entitled to understand what internal discussions and analysis occurred leading to those finished products. Additionally, Defendant asserts that she is not barred from seeking discovery from multiple sources. Ellora's Cave Publ'g., Inc. v. Dear Author Media Network, LLC, 308 F.R.D. 160, 162 (N.D. Ohio 2015).) Finally, Defendant argues that Plaintiffs' productions to date are not responsive to Defendant's third-party subpoenas.

Moreover, Defendant contends that Plaintiffs cannot prove harm from the subpoenas. Defendant also refutes Plaintiffs' request for attorney's fees and costs and argues that Plaintiffs are not entitled to fees under inapplicable rules R. 4:23-1 and R. 4:10-3. Defendant submits that "'Rule 4:23-1 governs motions to compel discovery, not quashing it,'" Ferrer v. Pinsak, 2015 WL 730660, at *9 (N.J. Super. L. Feb. 17, 2015), while Rule 4:10-3 permits a non-moving party to seek fees only after a court denies the movant's protective order and instead orders discovery." Defendant contends that she neither served discovery prohibited by a protective order nor filed a motion to compel. Defendant thus requests that the motion be denied.

In response, Plaintiffs assert that none of the documents sought in the subpoenas are relevant to determining the nature and scope of Dominick's powers under the Trust and related documents. Plaintiffs refute Defendant's reliance on Biotechnology Value Fund, L.P., and argue that "equivalent value", a statutory concept, was not addressed in the case. Plaintiffs contend that Defendant cites no caselaw for the proposition that "equivalent value" is the same as "true value."

Additionally, Plaintiffs refute Defendant's reliance Shasta Linen Supply, Inc. and contend that Northwestern Mutual was clear that it "has invested significant resources in developing its own proprietary valuation methodology, which thus constitute trade secrets that should not be divulged to Jennifer simply because her expert wants another "data point"; and (ii) the value of Northwestern's valuations as a data point are dubious at best, insofar as its valuations are geared toward a specific purpose – asset backed lending – which is unrelated to Jennifer's desire to establish 'true equivalent value.'" Finally, Plaintiffs assert that the confidentiality order does not adequately address privacy concerns.

A court may restrict a subpoena for discovery where the request oppresses, annoys, or burdens the party. See R. 4:10-3. The standard of law, however, looks to the breadth of the subpoena in considering whether to grant a motion to quash. Wasserstein, 84 N.J. Super. at 7; Catalpa Inv. Group, Inc., 254 N.J. Super at 273-74. Here, the Court finds that Defendant's subpoenas as to CBRE, Inc. and Cushman & Wakefield, PLC are sufficiently limited and not unduly burdensome. However, the Court does limit the remaining subpoenas with respect to Wayfair LLC, Amazon, Northwestern Mutual Life Insurance Company, and Northwestern Mutual Investment Services LLC. The requests will be limited to the following:

- **Wayfair LLC**: Wayfair's leases relating to any of the Half-Acre Properties and Wayfair's communications with any of Counterdefendants or Alfieri Entities relating to any transaction from January 1, 2018 to present.
- **Amazon**: Amazon's leases relating to any of the Half Acre Properties and Amazon's communications with any of Counterdefendants or Alfieri Entities relating to any transaction from January 1, 2019 to present.

- **Northwestern Mutual Investment Services LLC**: Northwestern Mutual's valuation and loan terms relating to any of the Half Acre Properties and Northwestern Mutual's communications with any of Counterdefendants or Alfieri Entities relating to any transaction from January 1, 2018 to present.
- **Northwestern Mutual Life Insurance Company**: Northwestern Mutual's valuation and loan terms relating to any of the Half Acre Properties and Northwestern Mutual's communications with any of Counterdefendants or Alfieri Entities relating to any transaction from January 1, 2018 to present.

Further, the Court does not find that the temporal limitations are unduly burdensome or overbroad, so the Court will not limit the time periods.

IV. CONCLUSION

Accordingly, Defendant's motion to compel is granted and Plaintiff's motion to quash is granted, in part.