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March 24, 2015

Via facsimile: 713-469-3899
and e-mail: kbroughton@reedsmith.com

Kenneth Broughton
Reed Smith, LLP
811 Main Street, Suite 1700
Houston, Texas 77002-6110

Re: Cause No. D-1-GN-14-005114; *James Steele, et al. v. GTECH Corporation*; in the 201st Judicial District Court of Travis County, Texas.

Dear Ken,

I am writing to see if we can resolve a discovery dispute without the need to get the court involved. Please let me know if your client will withdraw its objections and will produce responsive documents regarding the following requests from Plaintiffs' First Request for Production:

1. Your client produced the portions of its contracts with the TLC that are publicly available on the TLC's website. Substantial portions of those contracts are redacted from the publicly available information. The redacted portions outline the responsibilities of your client as well as the methods and procedures it is to use in fulfilling its contractual responsibilities. They also outline the responsibilities of other potential parties. As such, the redacted portions are highly relevant and clearly discoverable. Now that the court has signed a confidentiality order, I am asking that your client withdraw its objections and produce the redacted portions of those contracts without delay.
2. See No. 1.
3. See No. 1.
4. See No. 1.
5. Your client produced a very limited number of documents reflecting communications with the TLC regarding Instant Game No. 1592. I am asking your client to either produce the remaining responsive documents or, if it represents that there are no other responsive documents, please confirm that representation in writing.
6. Your client objected to producing communications between itself and retailers regarding Game No. 1592. To the extent that such communications might reveal notice

to GTECH that Plaintiffs and other lottery players understood that they had won Game No. 5 or to the extent that the communications discuss the meaning of the instructions in Game No. 5 or the procedures to be followed by retailers, the communications would be highly relevant to the case and therefore discoverable. I am asking that your client withdraw its objection and produce the documents without delay.

7. N/A
8. Your client responded that it would produce internal communications regarding Game No. 1592 but has not yet done so. I am asking that your client produce the promised documents without delay.
9. Your client responded that it would produce exemplar copies of Texas scratch off tickets printed by it that contain language identical to or substantially similar to the language contained in the instructions for Game No. 1592 but has not yet done so. I am asking that your client produce the promised documents without delay.
10. See No. 9.
11. N/A.
12. N/A.
13. N/A.
14. Your client agreed to produce responsive documents. Your client has produced a limited number of documents responsive to this request. I am asking your client to either produce the remaining responsive documents or, if it represents that there are no other responsive documents, please confirm that representation in writing.
15. See No. 14.
16. See No. 14.
17. See No. 14.
18. See No. 14.
19. See No. 14.
20. Your client produced communications with the TLC regarding the working papers for Game No 1592. However, it is unclear in our client's response whether other responsive documents exist. Please either produce the additional responsive documents or confirm in writing that none exist.
21. N/A.
22. N/A.
23. N/A.
24. N/A.
25. N/A.
26. Your client represented that it would produce responsive documents but has not yet done so. I would ask that your client produce the promised documents without delay.
27. Your client represented that it would produce responsive documents but has not yet done so. I would ask that your client produce the promised documents without delay.
28. Your client represented that it would produce responsive documents and has made a limited production of responsive documents. It is unclear whether your client produced

all the responsive documents. I am asking your client to either produce the remaining responsive documents or, if it represents that there are no other responsive documents, please confirm that representation in writing.

29. See No. 28.

30. See No. 28.

31. See No. 28.

32. N/A.

33. N/A.

34. Your client represented that it would produce responsive documents but has not yet done so. I would ask that your client produce the promised documents without delay.

35. Your client represented that it would produce responsive documents but has not yet done so. I would ask that your client produce the promised documents without delay.

36. Your client represented that it would produce responsive documents but has not yet done so. I would ask that your client produce the promised documents without delay.

37. Your client represented that it would produce responsive documents but has not yet done so. I would ask that your client produce the promised documents without delay.

38. Your client represented that it would produce responsive documents but has not yet done so. I would ask that your client produce the promised documents without delay.

39. N/A.

40. Your client represented that it would produce responsive documents but has not yet done so. I would ask that your client produce the promised documents without delay.

Ken, I would appreciate it if you could let me know on or before Tuesday, March 31st whether your client is agreeable to resolving this dispute without the need for a motion to compel. Otherwise, I plan to file a motion with the court to compel production of the requested documents. I am hopeful that we can work this out.

Best Regards,

A handwritten signature in black ink, appearing to read 'R. LaGarde', with a stylized flourish at the end.

Richard LaGarde
LAGARDE LAW FIRM, P.C.

RL/kmh

cc: *Manfred Sternberg, via e-mail*
Leroy B. Scott, via e-mail
James D. Hurst, via facsimile
Andrew G. Khoury, via e-mail
Clinton E. Wells, via e-mail
Daniel H. Byrne, via e-mail