

Erik F. Stidham (ISB #5483)  
Robert A. Faucher (ISB #4745)  
Jennifer M. Jensen (ISB #9275)  
Alexandra S. Grande (ISB #9566)  
Zachery J. McCraney (ISB #11552)  
Anne E. Henderson (ISB #10412)  
HOLLAND & HART LLP  
800 W. Main Street, Suite 1750  
Boise, ID 83702-5974  
Telephone: 208.342.5000  
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[rfaucher@hollandhart.com](mailto:rfaucher@hollandhart.com)  
[jmjensen@hollandhart.com](mailto:jmjensen@hollandhart.com)  
[asgrande@hollandhart.com](mailto:asgrande@hollandhart.com)  
[zmccraney@hollandhart.com](mailto:zmccraney@hollandhart.com)  
[aehenderson@hollandhart.com](mailto:aehenderson@hollandhart.com)

*Counsel for Plaintiffs*

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

ST. LUKE'S HEALTH SYSTEM, LTD; ST.  
LUKE'S REGIONAL MEDICAL CENTER, LTD;  
CHRIS ROTH, an individual; NATASHA D.  
ERICKSON, MD, an individual; and TRACY W.  
JUNGMAN, NP, an individual,

Plaintiffs,

vs.

AMMON BUNDY, an individual; AMMON  
BUNDY FOR GOVERNOR, a political  
organization; DIEGO RODRIGUEZ, an individual;  
FREEDOM MAN PRESS LLC, a limited liability  
company; FREEDOM MAN PAC, a registered  
political action committee; and PEOPLE'S  
RIGHTS NETWORK, a political organization and  
an unincorporated association,

Defendants.

Case No. CV01-22-06789

**NOTICE OF INTENT TO SERVE  
SUBPOENA DUCES TECUM TO  
FIRST AMERICAN TITLE  
INSURANCE COMPANY**

PLEASE TAKE NOTICE THAT pursuant to Rule 45(c)(2) of the Idaho Rules of Civil Procedure, Plaintiffs, St. Luke's Health System, Ltd, St. Luke's Regional Medical Center, Ltd, Chris Roth, Natasha D. Erickson, MD, and Tracy W. Jungman, NP, by and through their attorneys of record, Holland & Hart LLP, intend to serve a Subpoena Duces Tecum in the form attached hereto as "**Exhibit A**" on **First American Title Insurance Company**. Plaintiffs intend to serve the Subpoena Duces Tecum on **November 21, 2023**, or as soon thereafter as service may be effectuated.

DATED this 13th day of November, 2023.

HOLLAND & HART LLP

By: /s/ Robert A. Faucher

Erik F. Stidham  
Robert A. Faucher  
Jennifer M. Jensen  
Alexandra S. Grande  
Zachery J. McCraney  
Anne E. Henderson  
*Counsel for Plaintiffs*

## CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of November, 2023, I caused the foregoing to be served by the method indicated below, and addressed to the following:

Ammon Bundy for Governor  
People's Rights Network  
c/o Ammon Bundy  
P.O. Box 370  
Emmett, ID 83617

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Email/iCourt/eServe: [aebundy@bundyfarms.com](mailto:aebundy@bundyfarms.com)

Ammon Bundy  
Ammon Bundy for Governor  
People's Rights Network  
c/o Ammon Bundy  
4615 Harvest Ln.  
Emmett, ID 83617-3601

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Email/iCourt/eServe:

Freedom Man PAC  
Freedom Man Press LLC  
c/o Diego Rodriguez  
1317 Edgewater Dr., #5077  
Orlando, FL 32804

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Email/iCourt/eServe:

Diego Rodriguez  
1317 Edgewater Dr., #5077  
Orlando, FL 32804

- U.S. Mail
- Hand Delivered
- Overnight Mail
- Email/iCourt/eServe:  
[freedommanpress@protonmail.com](mailto:freedommanpress@protonmail.com)

*/s/ Robert A. Faucher*

\_\_\_\_\_  
Robert A. Faucher  
of Holland & Hart LLP

# **EXHIBIT A**

Erik F. Stidham (ISB #5483)  
Robert A. Faucher (ISB #4745)  
Jennifer M. Jensen (ISB #9275)  
Alexandra S. Grande (ISB #9566)  
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Anne E. Henderson (ISB #10412)  
HOLLAND & HART LLP  
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Telephone: 208.342.5000  
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E-mail: [efstidham@hollandhart.com](mailto:efstidham@hollandhart.com)  
[rfaucher@hollandhart.com](mailto:rfaucher@hollandhart.com)  
[jmjensen@hollandhart.com](mailto:jmjensen@hollandhart.com)  
[asgrande@hollandhart.com](mailto:asgrande@hollandhart.com)  
[zmccraney@hollandhart.com](mailto:zmccraney@hollandhart.com)  
[aehenderson@hollandhart.com](mailto:aehenderson@hollandhart.com)

*Counsel for Plaintiffs*

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

ST. LUKE'S HEALTH SYSTEM, LTD; ST.  
LUKE'S REGIONAL MEDICAL CENTER,  
LTD; CHRIS ROTH, an individual;  
NATASHA D. ERICKSON, MD, an  
individual; and TRACY W. JUNGMAN, NP,  
an individual,

Plaintiffs,

vs.

AMMON BUNDY, an individual; AMMON  
BUNDY FOR GOVERNOR, a political  
organization; DIEGO RODRIGUEZ, an  
individual; FREEDOM MAN PRESS LLC, a  
limited liability company; FREEDOM MAN  
PAC, a registered political action committee;  
and PEOPLE'S RIGHTS NETWORK, a  
political organization and an unincorporated  
association,

Defendants.

Case No. CV01-22-06789

**SUBPOENA DUCES TECUM TO FIRST  
AMERICAN TITLE INSURANCE  
COMPANY**

**STATE OF IDAHO TO:** First American Title Insurance Company  
c/o Corporation Service Company  
1305 12th Ave. RD  
Nampa, ID 83686

**YOU ARE COMMANDED:**

- to appear in the Court at the place, date, and time specified below to testify in the above case.
- to appear at the place, date, and time specified below to testify at the taking of a videotaped deposition in the above case.

**PLACE:**

**DATE/TIME:**

- to produce or permit inspection and copying of the following documents or objects, including electronically stored information, at the place, date, and time specified below.

**See Exhibit A.**

**PLACE:** Holland & Hart LLP  
800 W. Main Street, Suite 1750  
Boise, ID 83702

**DATE/TIME:** On or before December 21, 2023, at 5:00 p.m.

- to permit inspection of the following premises at the date and time specified below.

You are further notified that if you fail to appear at the place and time specified above, or to produce or permit copying or inspection as specified above, that you may be held in contempt of court and that the aggrieved party may recover from you the sum of \$100 and all damages which the party may sustain by your failure to comply with this subpoena.

DATED: November 21, 2023.

HOLLAND & HART LLP

By: /s/ Robert A. Faucher

Erik F. Stidham  
Robert A. Faucher  
Jennifer M. Jensen  
Alexandra S. Grande  
Zachery J. McCraney  
Anne E. Henderson  
*Counsel for Plaintiffs*

## CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of November, 2023, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

Ammon Bundy for Governor	<input checked="" type="checkbox"/> U.S. Mail
People's Rights Network	<input type="checkbox"/> Hand Delivered
c/o Ammon Bundy	<input type="checkbox"/> Overnight Mail
P.O. Box 370	<input checked="" type="checkbox"/> Email/iCourt/eServe: <a href="mailto:aebundy@bundyfarms.com">aebundy@bundyfarms.com</a>
Emmett, ID 83617	

Ammon Bundy	<input checked="" type="checkbox"/> U.S. Mail
Ammon Bundy for Governor	<input type="checkbox"/> Hand Delivered
People's Rights Network	<input type="checkbox"/> Overnight Mail
c/o Ammon Bundy	<input type="checkbox"/> Email/iCourt/eServe:
4615 Harvest Ln.	
Emmett, ID 83617-3601	

Freedom Man PAC	<input checked="" type="checkbox"/> U.S. Mail
Freedom Man Press LLC	<input type="checkbox"/> Hand Delivered
c/o Diego Rodriguez	<input type="checkbox"/> Overnight Mail
1317 Edgewater Dr., #5077	<input type="checkbox"/> Email/iCourt/eServe:
Orlando, FL 32804	

Diego Rodriguez	<input type="checkbox"/> U.S. Mail
1317 Edgewater Dr., #5077	<input type="checkbox"/> Hand Delivered
Orlando, FL 32804	<input type="checkbox"/> Overnight Mail
	<input checked="" type="checkbox"/> Email/iCourt/eServe:
	<a href="mailto:freedommanpress@protonmail.com">freedommanpress@protonmail.com</a>

*/s/ Robert A. Faucher*

\_\_\_\_\_  
Robert A. Faucher  
OF HOLLAND & HART LLP

## EXHIBIT A

### Definitions

Unless otherwise indicated, the following definitions shall apply to these discovery requests:

“Transaction 1” means the purchase and sale transaction resulting in the execution, delivery and recording of Deed 1.

“Transaction 2” means the purchase and sale transaction resulting in the execution, delivery and recording of Deed 2.

“Deed 1” means that deed attached hereto as **Exhibit 1**.

“Deed 2” means that deed attached hereto as **Exhibit 2**.

The term “document” or “documents” shall mean the original, all copies and drafts of papers and writings of every kind, description and form, whether handwritten or typed, and all mechanical, magnetic media and electronic recordings, records and data of every kind, description and form, and all photographs of every kind, and including, without limiting the generality of the foregoing, the following: correspondence, letters, notes, e-mails, computer files, memoranda, reports, notebooks, binders, drawings, studies, analyses, drafts, diaries, calendars, datebooks, appointment books, day-timers, intra- or inter-office communications, canceled checks, minutes, bulletins, circulars, pamphlets, instructions, work assignments, messages (including reports, notes and memoranda of telephone conversations and conferences), telephone statements, calendar and diary entries, desk calendars, appointment books, job or transaction files, books of account, ledgers, bank statements, promissory notes, invoices, charge slips, working papers, graphs, charts, evaluation or appraisal reports, pleadings, transcripts of testimony or other documents filed or prepared in connection with any court or agency or other proceeding, contracts, agreements, assignments, instruments, charges, opinions, official statements, prospectuses, appraisals, feasibility studies, licenses, leases, invoices, computer printouts or programs, summaries, audio, video or sound recordings, cassette tapes, video recorded, electronic or laser recorded, or photographed information. Documents are to be taken as including all attachments, enclosures and other documents that are attached to, relate to or refer to such documents. Documents are also to include all electronically stored information (“ESI”) made, maintained, retained, stored, or archived by computer or electronic means in any medium, including but not limited to word processing documents, email, email attachments, databases, spreadsheets, writings, drawings, graphs, photographs, sound recordings, images, data, and data compilations. Documents shall also include prior versions of information, as defined above, as well as all attachments, and shall include information stored on personal digital assistants, cell phones, Blackberries, personal laptop computers, hard drives, portable hard drives, and other similar devices.



## **Documents Requested**

1. All documents in your possession or control regarding Transaction 1, including without limitation, seller's closing statement; buyer's closing statement; owner's title insurance policy; lender's title insurance policy; borrower's closing statement; lender's closing statement; commitments for any title insurance policy; loan documents; policy notices; deeds; text, e-mail and letter correspondence; closing instructions; escrow instructions; indemnification agreements; copies of all checks and other instruments or payments; corporate resolutions; and corporate documents.

2. All documents in your possession or control regarding Transaction 2, including without limitation, seller's closing statement; buyer's closing statement; owner's title insurance policy; lender's title insurance policy; borrower's closing statement; lender's closing statement; commitments for any title insurance policy; loan documents; policy notices; deeds; text, e-mail and letter correspondence; closing instructions; escrow instructions; indemnification agreements; copies of all checks and other instruments or payments; corporate resolutions; and corporate documents.

30884947\_v1

# **EXHIBIT 1**

**Instrument # 325467**

EMMETT, GEM, IDAHO  
2020-02-18 02:56:09 PM No. of Pages: 4  
Recorded for: FIRST AMERICAN TITLE AND ESCRO  
SHELLY TILTON Fee: \$15.00  
Ex-Officio Recorder Deputy SStewart  
Index To: WARRANTY DEED  
Electronically Recorded by Simplifile

Recording Requested by and  
After Recording, Return to:

Abish-husbandi, Inc.  
Attn: Ammon Bundy  
4615 Harvest Lane  
Emmett, ID 83617

Mail Tax Statements to:

Abish-husbandi, Inc.  
Attn: Ammon Bundy  
4615 Harvest Lane  
Emmett, ID 83617

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

3378397-RR

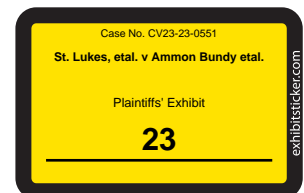
**SPECIAL WARRANTY DEED**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, GRH GLENWOOD LLC, an Idaho limited liability company, as to an undivided 85% interest, and C & J IDAHO LLC, an Idaho limited liability company, as to an undivided 15% interest, as tenants in common (“Grantor”), hereby grants, bargains, sells, and conveys unto Abish-husbandi Inc., a Wyoming corporation, whose current address is 4615 Harvest Lane, Emmett, Idaho 83617 (hereinafter referred to as the “Grantee”), the real property located in Gem County, Idaho, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the “Premises”):

TOGETHER WITH all of Grantor’s right, title and interest in and to all water and water rights and ditch or irrigation company shares associated therewith, streets, alleys and rights of way adjacent thereto, all mineral rights appurtenant thereto, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the Premises, as well in law as in equity.

TO HAVE AND TO HOLD the Premises with its appurtenances unto Grantee, its successors, heirs and assigns, forever.

AND Grantor does hereby covenant to and with Grantee that Grantor is the owner of the Premises in fee simple and that the Premises is free from all liens, claims or encumbrances done, made or suffered by Grantor, or any person claiming under Grantor, except (a) matters of record, (b) real property taxes and assessments for the current year that are not yet due and payable, and (c) any matters arising from the acts or omissions of Grantee or Grantee’s agents. Grantor hereby covenants to and with Grantee and its successors, heirs and assigns that Grantor shall



warrant and defend the same against any other liens, claims, or encumbrances done, made or suffered by Grantor, or any person claiming under Grantor, but none other.

DATED effective as of the 18 day of February, 2020.

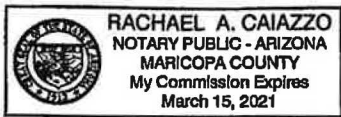
GRANTOR:

GRH GLENWOOD LLC,  
an Idaho limited liability company

By: [Signature]  
Gary R. Hawkins, Manager

STATE OF ARIZONA        )  
  ) ss  
County of Maricopa        )

This record was acknowledged before me on February 11<sup>th</sup>, 2020, by Gary R. Hawkins, as Manager of GRH Glenwood LLC, an Idaho limited liability company.



Rachael A. Caiazzo  
Notary Public for Arizona  
My commission expires: 3-15-21

STATE OF IDAHO } ss.  
County of Gem }  
I certify that the foregoing is a true and correct copy of the instrument of record as Instrument No. 325467  
DATED 8/24/23  
Shelly Tilton  
Ex-officio Recorder  
By [Signature] Deputy

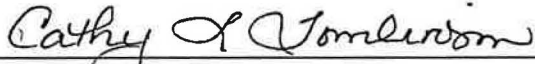
C & J IDAHO LLC,  
an Idaho limited liability company

By:   
Colby Halker, Manager

STATE OF IDAHO            )  
  ) ss  
County of Ada                )

This record was acknowledged before me on February 12, 2020, by Colby Halker as Manager of C & J Idaho LLC, an Idaho limited liability company.



  
Notary Public for Idaho  
My commission expires: 6-11-2021

## EXHIBIT A

### Legal Description of Premises

A parcel of land being a portion of Parcel A as shown on Record of Survey Inst. No. 274843, records of Gem County, Idaho, and situated in the NW1/4 of the NE1/4 of Section 18, Township 6 North, Range 1 West, Boise Meridian, City of Emmett, Gem County, Idaho and being more particularly described as follows:

Commencing at a brass cap monument marking the Northeast corner of said Section 18, thence N 89°00'32" W a distance of 2632.61 feet to a brass cap monument marking the Northwest corner of the NE1/4 (N1/4 corner) of said Section 18, thence along the West line of said NE1/4 S 00°29'04" W a distance of 990.06 feet to a 5/8 inch rebar, thence leaving said West line S 88°59'35" E a distance of 27.00 feet to a point on the North line of said parcel A and the POINT OF BEGINNING;

Thence along the said North line S 88°59'35" E a distance of 181.58 feet to a 5/8 inch rebar marking the Northeast corner of Said Parcel A;

Thence leaving said North line and along the East line of said Parcel A S 01°03'27" W a distance of 212.42 feet to a 5/8 inch rebar marking the Southeast corner of said Parcel A;

Thence leaving said East line and along said South line N 88°55'33" W a distance of 179.46 feet to a point;

Thence leaving said South line N 00°29'04" E a distance of 212.22 feet to the POINT OF BEGINNING.

## **EXHIBIT 2**

**Instrument # 328516**

EMMETT, GEM, IDAHO  
2020-08-18 04:04:51 PM No. of Pages: 2  
Recorded for: FIRST AMERICAN TITLE INSURANCE  
SHELLY TILTON Fee: \$15.00  
Ex-Officio Recorder Deputy SStewart  
Index To: PERSONAL REPRESENTATIVE D  
Electronically Recorded by Simplifile

Recording Requested by:  
First American Title Insurance Company

When recorded mail to:  
Abish-husbandi, Inc. ELECTRONICALLY RECORDED - DO NOT  
4615 Harvest Lane REMOVE THE COUNTY STAMPED FIRST  
Emmett, ID 83617 PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

File No. 4102-3534323 and #734598 (PC)

**PERSONAL REPRESENTATIVE'S DEED**

THIS DEED, Made by **Steve Eddy, General Personal Representative of the Estate of Donald L. Eddy aka as Don Eddy, deceased**, as Grantor, to **Abish-husbandi, Inc., a Wyoming corporation**, as Grantee(s), whose address is 4615 Harvest Lane, Emmett, ID 83617.

WHEREAS, Grantor(s) is the qualified Personal Representative of the said estate of said deceased as filed under Probate Number **CV-2015-598** in Gem County, Idaho:

THEREFORE, For a valuable consideration received, Grantor(s) sells and conveys to Grantee(s) the following described real property in Gem County, ID:

See legal description attached hereto and made a part hereof.

Tax ID Number: **RP06N01W056410 and RP06N01W056415**

With all appurtenances.

Executed this 18TH DAY OF AUGUST 2020

Steve Eddy  
GENERAL PERSONAL REPRESENTATIVE  
Steve Eddy  
General Personal Representative of the Estate of  
Donald L. Eddy aka Don Eddy

STATE OF IDAHO } ss.  
County of Gem }

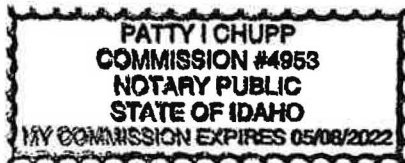
I certify that the foregoing is a true and correct copy of the instrument of record as Instrument No. 328516

DATED 8/24/23  
Shelly Tilton  
Ex-officio Recorder  
By Suzanne Stewart Deputy

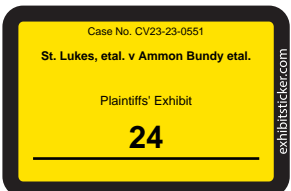
STATE OF Idaho )  
County of ada ) ss.

On 8/18/2020, before me, the undersigned Notary Public, personally appeared Steve Eddy, General Personal Representative of the Estate of Donald L. Eddy aka Don Eddy, deceased personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]  
Notary Public  
My Commission expires: 5/8/22



328516



EXHIBIT A

Parcel 1:

That portion of Government lot 4, of Section 5, Township 6 North, Range 1 West of Boise-Meridian, in Gem County, Idaho, more particularly described as follows:

Beginning at a point where the south line of the right of way of Idaho northern railroad intersects and the South line of Section 5, Township 6 North, Range 1 West of the Boise-Meridian, running thence East on section line 180.5 feet to a point which is 263.68 feet East of the Southwest corner of said Section 5; thence North 0°08' West 117.4 feet to a point on the South boundary line of the O.S.L. Railroad right of way; thence South 56°54' West along the said South boundary line 214.79 feet, more or less, to said Point of Beginning.

Except all ditch and road rights-of-way.

Parcel 2:

That portion of the SW 1/4 of Section 5, Township 6 North, Range 1 West of Boise-Meridian, in Gem County, Idaho, more particularly described as follows:

From the Southwest corner of said Section 5; run thence East on the section line 263.68 feet to the Point of Beginning of the land being described; run thence North 0°08' West, 117.4 feet, to the South line of the O.S.L. Railway right of way; thence North 56°54' East along the South line of said right of way, 225 feet; thence South, parallel to the West line of said section, 234.22 feet, to the South line of said section; thence West on the section line 187 feet to the said Point of Beginning.

Except all ditch, road and street rights of way.

AND ALSO:

That portion of the SW 1/4 of Section 5, Township 6 North, Range 1 West of Boise-Meridian, in Gem County, Idaho, more particularly described as follows:

From the Southwest corner of said Section 5; run thence East on the section line 450.68 feet, to the Point of Beginning of the land being described; run thence East on the said section line to a point which is 76.8 feet West of the point where the extension of the center line of DeClark Avenue in what is known as Washburn Addition to Emmett, Idaho, intersects the South line of said Section 5; thence North parallel to the west line of said section, 542 feet, to the South line of the railroad right of way; thence along the said south line South 56°54' West to a point due North of the Point of Beginning; thence South, parallel to the West line of said section, 234.22 feet to the said Point of Beginning.

EXCEPT THEREFROM the East 300 feet.

AND ALSO EXCEPTING THEREFROM all ditch, road and street rights of way.