

3. Highbridge objects to the definition of "Settlement Agreement and Release" on the ground that it is vague.
4. Highbridge objects to the definition of "Document" as vague, overbroad and unduly burdensome.
5. Highbridge objects to the definition of "Person" on the ground that it is vague, overbroad and unduly burdensome.
6. Highbridge objects to the definition of "All" and "each" as vague, overbroad and unduly burdensome.

#### **Objections to Instructions**

1. Highbridge objects to each of the Instructions to the extent that they purport to impose any obligations that exceed the requirements of the New York Civil Practice Law and Rules, the Federal Rules of Civil Procedure, the JAMS Comprehensive Arbitration Rules and Procedures, or any other applicable statute, rule or case law. Highbridge also objects to the Instructions to the extent that they impose an undue burden on a non-party to the arbitration.
2. Highbridge objects to Instruction 2 on the ground that it places an undue burden on a non-party. Highbridge will not produce the information requested in Instruction 2.

#### **SPECIFIC RESPONSES AND OBJECTIONS**

**Request No. 1:** All documents concerning any communication between Glenn Dubin on the one hand, and any of the Zwirn Parties on the other, concerning any of the Third-Party Claimants.