

interpreted as implying that Dubin acknowledges the propriety of that request. Dubin submits these General Responses and Objections without conceding the competency, relevancy, materiality or admissibility of the subject matter of any document or information requested by the Subpoena.

12. Dubin's Responses and Objections to the Subpoena shall not constitute a waiver of any applicable objection and is without prejudice to Dubin's right to object later that the production of any such document was inadvertent.

13. Dubin objects to the Subpoena to the extent that it calls for the production of information equally available from another source, or is currently or was previously in the possession, custody, or control of any party to the arbitration. Dubin shall not furnish such information. Without limiting the foregoing, Dubin shall not produce any documents exchanged by the parties in connection with the matter entitled Zwirn v. Corbin Capital Partners, L.P. et al., Index No. 08/603382.

#### **Objections to Definitions**

1. Dubin objects to the Definitions to the extent that they purport to impose obligations on Dubin not required by 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.

2. Dubin objects to the definition of "You" and "Your" as vague, overbroad, and unduly burdensome, particularly insofar as it includes "any representative, agent or anyone else acting on your behalf."

3. Dubin objects to the definition of "Settlement Agreement and Release" on the ground that it is vague.