

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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In the Matter of the Application of
GLOBAL DIAMOND GROUP, LTD.,

Index No.

Petitioner,

To Quash a Subpoena Issued in the Matter
of DREW BREES and BRITTANY BREES
Against Vahid Moradi et ano Pending in
The Superior Court of The State of California,
County of San Diego,

VERIFIED PETITION

Respondents.
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Petitioner, GLOBAL DIAMOND GROUP, LTD. ("GDG") by and through its attorney,
Law Offices of Mitchell J. Devack, PLLC, as and for its Petition for an order quashing a
Subpoena served upon it by the Respondents under CPLR 3119, hereby alleges as
follows:

1. The Petitioner, GDG, is a New York business corporation having its principal
place of business at 589 Fifth Avenue, Suite 908, New York, NY 10017. Petitioner is an
importer and seller of loose diamonds and other precious stones.

2. The Respondents, Drew Brees and Brittany Brees, upon information and
belief, are residents of the State of California.

3. Respondents are the plaintiffs in an action pending in the Superior Court of
California, County of San Diego, under case number 2018-00015885 CU-NP-CTL, entitled
Drew Brees and Brittany Brees, plaintiffs against Vahid Moradi and Vahid Moradi, Inc. (the
"California action").

4. Upon information and belief, in the California action, the Respondents allege

that they purchased certain diamonds from or through Vahid Moradi and Vahid Moradi, Inc. dba CJ Charles Jewelers (hereinafter the "California defendant"), for which they were allegedly overcharged by means of various misrepresentations made by Vahid Moradi.

5. One of the diamonds at issue according to Subpoena in the California action is a 4.09 carat Fancy Intense Blue Diamond, Gemological Institute of America Grading Report Number 6127044369 (the "Blue Diamond"). Between approximately 2011 and 2015, GDG had the Blue Diamond in its inventory. The Petitioner, GDG, did not acquire the Blue Diamond from any of the parties to the California action, nor did GDG exhibit, consign or sell it to any of the parties to the California action. GDG had no dealings or communications of any kind with any of the parties to the California action regarding the Blue Diamond.

6. On or about February 8, 2019, Petitioner was served with a Subpoena Ad Testificandum and Duces Tecum allegedly issued pursuant to CPLR §3119 ("Subpoena"), and purporting to require GDG to appear at a deposition and produce documents concerning the Blue Diamond in connection with the California action. A copy of said Subpoena, which bears a return date of March 11, 2019, is annexed hereto as Exhibit A. The return date was subsequently adjourned to March 19, 2019 by agreement of counsel. See email annexed as Exhibit B.

7. It bears repetition, GDG did not acquire the Blue Diamond from any of the parties to the California action, nor did GDG exhibit, consign or sell the Blue Diamond to any of those parties. GDG had no dealings or communications of any kind with any of the parties to the California action.

8. There is absolutely no testimony or documents that Petitioner could provide

at a deposition relevant or probative as to the allegations made by Respondents in the California action. The only records Petitioner has concerning the Blue Diamond relate to its own purchase and later sale of same to and from companies that are not parties to the California action.

9. To say that the diamond business is highly competitive and confidential business would be a gross understatement. The identity of customers and their requirements, our sources of supply, cost prices, mark-ups and profits are the life's blood of GDG's business, held in the strictest confidence. The Petitioner should not be compelled to divulge this highly confidential and proprietary records and information merely because it was years back in the chain of distribution of the Blue Diamond purportedly ultimately purchased by the Respondents. The Petitioner is a stranger to the transactions and occurrences alleged in the California action and a romp through its business records by Respondents is accordingly unwarranted.

10. By letter dated February 25, 2019, Petitioner through its counsel requested that Respondents' attorneys provide their clients' written agreement to withdraw the Subpoena. A copy of the letter dated February 25, 2019 is annexed hereto as Exhibit C, and is made a part hereof.

11. Respondents have not agreed to withdraw the Subpoena. Accordingly, Petitioner presents this application to the Court.

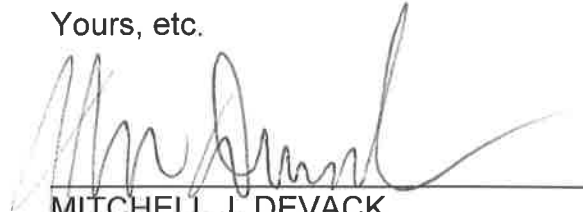
WHEREFORE, Petitioner respectfully demands judgment herein:

- (a) Pursuant to CPLR §2304, quashing, vacating and setting aside the subject subpoena Ad Testificandum and Duces Tecum dated February 8, 2019, and
- (b) Granting Respondent the costs and disbursements of this action and such

other and further relief as this Court may deem just and proper.

Dated: March 7, 2019
East Meadow, NY

Yours, etc.



MITCHELL J. DEVACK
LAW OFFICES OF
MITCHELL J. DEVACK, PLLC
Attorneys for Petitioner
90 Merrick Avenue, Suite 500
East Meadow, NY 11554
516-794-2800

TO: DREW BREES
BRITTANY BREES
c/o GRANT & EISENHOFER, P.A.
485 Lexington Avenue, 29th Floor
New York, NY 10017

and

c/o LAW OFFICE OF ANDREW KIM, ESQ. P.C.
9018 Balboa Blvd., Suite 552
Northridge, CA 91325

