

**From:** "[REDACTED]" <[REDACTED]>

**To:** "[REDACTED]"  
[REDACTED]

**Subject:** FW: Request for Tangible and Documentary Evidence (Touhy Request); Jane Doe v. Indyke et al., SDNY Case No. 1:20-cv-00484-JGK-DCF

**Date:** Tue, 09 Jun 2020 03:51:05 +0000

**Importance:** High

**Attachments:** 6\_8\_20\_Ltr\_re\_Jane\_Doe\_Touhy\_request.pdf

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Hi all,

Will you be able to gather the responsive documents for Glassman's request, as with the request from Kaplan? Except for Item 8, this request seems fairly contained—and they have expressly cabined their request to not seek documents that would interfere with ongoing proceedings. Please let me know if we need to discuss. Otherwise, I'll draft a letter once we have the docs gathered (happy to do redactions again if helpful).

Thanks,  
[REDACTED]

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**From:** Robert Glassman <[REDACTED]>

**Sent:** Monday, June 8, 2020 3:08 PM

**To:** [REDACTED] <[REDACTED]>

**Cc:** [REDACTED] <[REDACTED]>; Nathan Werksman <[REDACTED]>; Keilah Betts <[REDACTED]>

**Subject:** Request for Tangible and Documentary Evidence (Touhy Request); Jane Doe v. Indyke et al., SDNY Case No. 1:20-cv-00484-JGK-DCF

**Importance:** High

Dear Mr. [REDACTED],

Please see the attached letter of today's date. A copy will also be sent via Fedex. Thank you.

Robert Glassman

**Robert Glassman, Esq.**  
**Panish Shea & Boyle LLP**

[REDACTED]

[REDACTED]

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