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*Attorneys for St. Luke's Health System, Ltd., St. Luke's Regional Medical Center, Ltd.,
Chris Roth, Natasha Erickson, M.D., and Tracy Jungman, NP*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

In re:

AMMON EDWARD BUNDY
Debtor.

Bankruptcy No. 24-23530

Chapter 7

Honorable William T. Thurman

**DECLARATION OF ROBERT A. FAUCHER REGARDING AMMON BUNDY'S
RULE 2004 EXAMINATION**

I, Robert A. Faucher, declare and state as follows:

1. I am a partner in the Boise office of the law firm of Holland & Hart LLP and am licensed to practice law in the State of Idaho. I am admitted to this Court pro hac vice for this case. Along with my colleagues identified above, I am counsel for St. Luke's Health System, Ltd.,

St. Luke's Regional Medical Center, Ltd., Chris Roth, Natasha D. Erickson, M.D., and Tracy W. Jungman, NP (collectively, the "St. Luke's Creditors"). I am familiar with the facts and proceedings in this matter and have personal knowledge of the matters stated in this Declaration.

2. This Court entered an Order as docket no. 28 (the "Order") granting the St. Luke's Creditors' motion to take a rule 2004 examination of debtor Ammon Bundy ("Debtor").

3. The St. Luke's Creditors attempted to serve a subpoena with respect to the examination, the Order, and a witness fee check on Debtor by personal service. Those attempts failed. Among other things, the process server knocked on the door of Mr. Bundy's residence, but no one opened the door notwithstanding that the process server could hear residents inside the home.

4. A true and complete copy of the process server's declaration of non-service is attached hereto as **Exhibit A**.

5. The St. Luke's Creditors served Debtor with a copy of the subpoena and Order by mail, overnight courier, and e-mail on September 26, 2024. Attached hereto as **Exhibit B** is a copy of the package that was served on Debtor by those means. The subpoena called for Debtor to produce documents on October 11, 2024 and to sit for an oral examination at Holland & Hart's Salt Lake City office on October 15, 2024.

6. That September 26 service is summarized as follows:

- (a) U.S. Postal Service – Priority Mail, Tracking No. 9114902200789336533184 addressed to Ammon Bundy, P.O. Box 1062, Cedar City, UT 84721.
- (b) UPS Overnight, Tracking No. 1ZE79W290199696175, addressed to Ammon Bundy, 896 E 400 S, New Harmony, UT 84757.

- (c) By E-Mail, addressed to Ammon Bundy, at aebundy@bundyfarms.com and aebundy@msn.com.

The package sent by USPS priority mail included a witness check.

7. As suggested above in ¶ 6, I served the package on Debtor by four means: one to his post office box, one to his residence, and two to distinct e-mail addresses. Debtor has used those e-mail addresses previously in communicating with my colleagues and me. More specifically, Debtor has often used the aebundy@bundyfarms.com e-mail address in communicating with us during this bankruptcy case. Debtor regularly sends his court filings to us using that e-mail address.

8. So far as I am aware, each of the four services was successful. I didn't receive anything back from the mail service suggesting it was not delivered. Attached hereto as **Exhibit C** is a true and complete copy of the UPS tracking report with respect to the service at Debtor's New Harmony street address, which I understand to be his residence. I didn't receive an e-mail bounce back suggesting that my e-mail transmissions were unsuccessful.

9. In addition to the service reflected above, I sent additional e-mails to both of Debtor's e-mail addresses on the following dates reminding him of his obligations under the subpoena: September 26; October 4; and October 11. I didn't receive an e-mail bounce back suggesting that any of these transmissions was unsuccessful.

10. In addition to the service reflected above, my partner Erik Stidham sent e-mails to Mr. Bundy (at his two e-mail addresses) and me on the following dates reminding Debtor of his obligations under the subpoena: October 12; October 14; and October 14. Neither Mr. Stidham

nor I received any e-mail bounce backs suggesting that any of those transmissions was unsuccessful.

11. With one exception identified in the following paragraph, Debtor never responded to any of the 16 communications Mr. Stidham and I made to him regarding the subpoena and his obligations thereunder as summarized in ¶¶ 5-10 above. He never raised a concern about the subpoena, objected to the subpoena, nor moved to quash the subpoena.

12. On October 8, 2024, I received an USPS priority mail package from Debtor. The package was postmarked October 2, 2024. Presumably its delivery to me was slowed by the fact that it was misaddressed. It identified my firm's Boise post office box as "2577" instead of the correct "2527." Debtor's package to me consisted of the same package of documents I had sent to his Cedar City post office box by USPS priority mail on September 26, including the witness fee check. To this package, Debtor added a handwritten note to me: "You can keep your dirty money[.] AB". Attached hereto as **Exhibit D** is a photocopy of the front and back of the package Debtor delivered to me.

13. Debtor has not produced any of the documents demanded in the subpoena.

14. Mr. Stidham and I, a court reporter, and a videographer all were present at the time and place of Debtor's scheduled oral Rule 2004 examination: 9:00 a.m. on Monday, October 14, at the Salt Lake City offices of Holland & Hart, 222 S. Main Street, Suite 2200, Salt Lake City, Utah 84101. Mr. Stidham and I left that location at approximately 12 noon that day. Debtor never appeared. Mr. Stidham noted Debtor's non-appearance on the record.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 17th day of October, 2024.

/s/ Robert A. Faucher
Robert A. Faucher

CERTIFICATE OF SERVICE

I hereby certify that on October 17, 2024, I electronically filed the foregoing with the United States Bankruptcy Court for the District of Utah by using the CM/ECF system. I further certify that the parties of record in this case, as identified below, are registered CM/ECF user.

Matthew James Burne matthew.burne@usdoj.gov; james.gee@usdoj.gov;
lindsey.huston@usdoj.gov; rinehart.peshell@usdoj.gov;
rachell.e.d.hughes@usdoj.gov; brittany.deweitt@usdoj.gov

George B. Hoffman ghofmann@ck.law; mparks@ck.law

David W. Newman david.w.newman@usdoj.gov; james.gee@usdoj.gov;
lindsey.huston@usdoj.gov; rinehart.peshell@usdoj.gov;
rachell.e.d.hughes@usdoj.gov; brittany.deweitt@usdoj.gov

Mark C. Rose trustee@mbt-law.com; UT32@ecfbis.com

U.S. Trustee USTPRegion19.SK.ECF@usdoj.gov

By U.S. First Class Mail with postage pre-paid:

Ammon Edward Bundy
P.O. Box 1062
Cedar City, UT 84720

Ammon Edward Bundy
896 E 400 S
New Harmony, UT 84757

/s/ Engels J. Tejada
Engels J. Tejada

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: Ammon Edward Bundy
on *(date)* 09/24/2024

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____ ; or

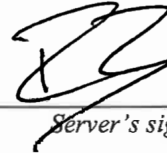
I returned the subpoena unexecuted because: Unable to make contact - see attempts below

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ 210.00 for services, for a total of \$ 210.00.

I declare under penalty of perjury that this information is true and correct.

Date: 10/07/2024



Server's signature

Randy Earl, G102068

Printed name and title

Beehive Attorney Service
107 S 1470 E, Suite 201
St George, UT 84790

Server's address

Additional information concerning attempted service, etc.:

SUBPOENA FOR RULE 2004 EXAMINATION; \$184.26; FRCP 45; EXHIBIT A; ORDER GRANTING ST. LUKE'S PARTIES' MOTION PURSUANT TO FED.R.BANKR.PRO. 2004 FOR AN ORDER AUTHORIZING AN EXAMINATION OF, AND PRODUCTION OF DOCUMENTS BY, THE DEBTOR

09/24/2024 03:10 PM 896 E 400 S New Harmony, UT 84757 Witness is not home at this time per two males in the driveway working on the boat (Younger Male: Caucasian, Male. 30's, 5'8", 180 lbs, Brown hair - Older Male: Caucasian, Male 60's, 5' 10" 170 lbs, gray hair and gray beard)

09/25/2024 10:00 AM 896 E 400 S New Harmony, UT 84757 No answer at the door. Workers on the property said they work for the property owner and have not seen the witness in some time.

09/25/2024 11:19 AM 700 N 1070 W, Cedar City, UT 84721 Address is Cedar Storage (storage units). Need a code to enter and a storage garage number to attempt.

09/25/2024 07:00 PM 896 E 400 S New Harmony, UT 84757 No answer at the door, people are inside but refuse to come to the door.

09/26/2024 01:06 PM No answer at the door. Called number posted on Bundy Motors website and reached spouse, Lisa, via phone who stated she will not speak to me and hung up.



Robert A. Faucher
Partner
Phone 208.383.3941
Fax 208.343.8869
rfaucher@hollandhart.com

September 26, 2024

VIA INTERNET EMAIL – aebundy@bundfarms.com & aebundy@msn.com

Next Day Priority Mail USPS Service

Ammon Bundy
P.O. 1062
Cedar City, UT 84721

UPS Overnight Courier Service

Ammon Bundy
896 E 400 S
New Harmony, UT 84657

**Re: In re Ammon Edward Bundy
Case No. 24-23530, United States Bankruptcy Court, District of Utah**

Dear Mr. Bundy:

I am hereby serving the enclosed amended subpoena on you by each of the four methods indicated in this letter.

Your witness fee is enclosed with the package sent to your Cedar City, Utah post office box.

If you have any questions or concerns about the subpoena, please feel free to contact me.

Please be aware that if you do not comply with the subpoena, we will move the Court to compel your compliance.

Very truly yours,

Robert A. Faucher
Partner
of Holland & Hart LLP

cc: Erik F. Stidham, Esq.

Location
800 W. Main Street, Suite 1750
Boise, ID 83702-7714

Mailing Address
P.O. Box 2527
Boise, ID 83701-2527

Contact
p: 208.342.5000 | f: 208.343.8869
www.hollandhart.com

UNITED STATES BANKRUPTCY COURT

District of Utah

In re Ammon Edward Bundy Debtor

Case No. 24-23530

Chapter 7

AMENDED SUBPOENA FOR RULE 2004 EXAMINATION

To: Ammon Edward Bundy (Name of person to whom the subpoena is directed)

Testimony: YOU ARE COMMANDED to appear at the time, date, and place set forth below to testify at an examination under Rule 2004, Federal Rules of Bankruptcy Procedure. A copy of the court order authorizing the examination is attached.

Table with 2 columns: PLACE (Holland & Hart LLP, 222 S. Main Street, Suite 2200, Salt Lake City, UT 84101) and DATE AND TIME (October 14, 2024, 9:00 a.m. MDT)

The examination will be recorded by this method: and produce

Production: You, or your representatives, must also bring with you to the examination the following documents, electronically stored information, or objects, and must permit inspection, copying, testing, or sampling of the material:

See Exhibits A, A.1 & A.2. Your production is due by October 11, 2024 at Holland & Hart LLP, 222 S. Main St., Ste. 2200, Salt Lake City, UT 84101

The following provisions of Fed. R. Civ. P. 45, made applicable in bankruptcy cases by Fed. R. Bankr. P. 9016, are attached - Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and 45(g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: September 24, 2024

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature (handwritten signature)

The name, address, email address, and telephone number of the attorney representing (name of party) St. Luke's Health System, Ltd., who issues or requests this subpoena, are:

Robert A. Faucher, Holland & Hart LLP, 800 W. Main St., Ste. 1750, Boise, ID 83702 (208) 342-5000 rfaucher@hollandhart.com, Attorneys for St. Luke's Health System, Ltd.

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things, or the inspection of premises before trial, a notice and a copy of this subpoena must be served on each party before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)*: _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____
_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true and correct.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information concerning attempted service, etc.:

Federal Rule of Civil Procedure 45(c), (d), (e), and (g) (Effective 12/1/13)
(made applicable in bankruptcy cases by Rule 9016, Federal Rules of Bankruptcy Procedure)

(c) Place of compliance.

(1) *For a Trial, Hearing, or Deposition.* A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) *For Other Discovery.* A subpoena may command:

- (A) production of documents, or electronically stored information, or things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises, at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) *Avoiding Undue Burden or Expense; Sanctions.* A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney's fees — on a party or attorney who fails to comply.

(2) *Command to Produce Materials or Permit Inspection.*

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) *Quashing or Modifying a Subpoena.*

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) *Producing Documents or Electronically Stored Information.* These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) *Claiming Privilege or Protection.*

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

...

(g) **Contempt.** The court for the district where compliance is required — and also, after a motion is transferred, the issuing court — may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

EXHIBIT A

To Subpoena for Rule 2004 Examination, issued to Ammon Edward Bundy
In Ammon Edward Bundy, Case No. 24-23530, United States Bankruptcy Court, District of Utah

You are obligated to produce the documents identified below, in accordance with the Definitions set forth below, no later than October 11, 2024. You shall produce copies of those documents at the following location:

Holland & Hart LLP
222 South Main Street
Suite 2200
Salt Lake City, UT 84101

Or, you may deliver the documents to that location and make them available for copying by the parties who issued the subpoena. Or, you may deliver the documents in electronic form to:

efstidham@hollandhart.com and
rfaucher@hollandhart.com

You shall identify, with respect to all of the produced Documents, the paragraph number of the request(s) below to which such Document is responsive.

The parties issuing this Subpoena are already in possession of the Already-Obtained Statements. You need not produce them.

DEFINITIONS

“Abish-husbandi” means Abish-husbandi Inc., a Wyoming corporation now known as Kekoa Grove, Inc.

“Already-Obtained Statements” means those bank account statements and credit union account statements identified at Exhibit A.1 hereto.

“Bankruptcy Case” means *In re Ammon Edward Bundy*, Case No. 24-23530, United States District Court, District of Utah.

“Books” means Documents consisting of books and records of a business enterprise, including without limitation, articles of organization, articles of incorporation, by-laws, meeting minutes, stock transfer ledgers, stock certificates or other evidence of equity ownership, indemnification agreements and shareholders’ agreements.

“Bundy Entities” means You, your wife Lisa Bundy, Abish-husbandi, Dono Custos, Bundy Farms, Inc., PRN and the Campaign, and “Bundy Entity” means any one of them.

“Campaign” means the Bundy for Governor campaign, an unincorporated association with which you have been affiliated.

“Cash Transfers” means those cash deposits You made into Abish-husbandi bank accounts or credit union accounts as follows:

Date	Amount
August 14, 2020	\$69,000.00
August 19, 2020	\$26,600.00
December 14, 2020	\$50,000.00
February 26, 2021	\$49,800.00
May 17, 2021	\$40,000.00
August 10, 2021	\$ 9,980.00
August 18, 2021	\$59,800.00
September 17, 2021	\$50,000.00
May 31, 2023	\$14,800.00
October 12, 2023	\$17,500.00

“Chambers Transfer” means a transfer of money in the approximate amount of \$487,167.36 from the law offices of Harris, Preston & Chambers to the MA Account.

“Document” or “Documents” shall mean the original, all copies and drafts of papers and writings and data 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, texts, voice messages, instant messages, 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, telegrams, 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, lab books, lab notes, lab journals or notebooks, evaluation or appraisal reports, pleadings, transcripts of testimony or other documents filed or prepared in connection with any court or agency or other proceeding, deeds, mortgages, deeds of trust, contracts, agreements, assignments, instruments, charges, opinions, official statements, prospectuses, appraisals, feasibility studies, trust, releases of claims, charters, certificates, 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” shall include “Electronically Stored Information” as defined herein. “Documents” shall include all of the foregoing transmitted through, or stored in, without limitation, the Signal messaging service. “Documents” shall mean all of the foregoing Documents in Your custody or control.

“Dono Custos” means Dono Custos, a Wyoming corporation.

“Electronically Stored Information” means information 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. Electronically Stored Information shall 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.

“Estopped Certificate” means that Estopped [sic] Certificate, Release & Waiver attached to this subpoena as Exhibit A.2.

“Financial Account Statements” means Documents, including account statements and correspondence, with respect to any financial accounts, including without limitation bank accounts, credit union accounts, securities accounts, credit card accounts, commodities accounts, retirement accounts, 401(k) accounts, Roth accounts, IRA accounts and investment accounts, including all attachments to such statements (such as copies of checks); provided, however, that the term does not include the Already-Obtained Statements.

“Financial Records” means Documents consisting of Financial Account Statements, financial records and software of a business enterprise, whether or not incorporated, including without limitation account and other ledgers, bookkeeping data, accounting data, QuickBooks, etc.

“Global Trading Parties” means Tom Branson, Rebecca Branson and Global Trading & Investments Inc, an Idaho corporation.

“Idaho Litigation” means that lawsuit styled *St. Luke’s Health System, Ltd., et al. v. Ammon Bundy, et al.*, Case No. CV-01-22-06789, Fourth Judicial District Court, State of Idaho, County of Ada.

“Judgment” means, collectively, the following court filings in the Idaho Litigation: (i) Default Judgment entered August 29, 2023; (ii) Order on Verdict and Default Judgment entered August 29, 2023.

“Meeting of Creditors” means the meeting of creditors in the Bankruptcy Case on August 14, 2024 and August 19, 2024.

“Other Entities” means Bundy Motors Company and Bundy Brazilian Steakhouse, and, in addition, any business enterprise, whether or not incorporated, other than a Bundy Entity, in which You, during the period January 1, 2020 through the Petition Date (i) were an officer, (ii) were a director, (iii) held 10% or more of the equity, or (iv) were a manager; and “Other Entity” means any of them.

“Petition Date” means July 17, 2024.

“PRN” means People’s Rights Network, an unincorporated association with which You have been affiliated.

“Rodriguez Parties” means Diego Rodriguez, his former wife, Freedom Man Press, LLC, Freedom Man PAC, and Freedom Tabernacle Inc., and “Rodriguez Party” means any of them.

“Schedules” means the schedule of assets, schedule of liabilities and other schedules filed at docket nos. 5 and 19 in the Bankruptcy Case.

“Statements” means Your statement of financial affairs and other statements filed at docket no. 5 in the Bankruptcy Case.

“You” means Ammon Edward Bundy, your agents, attorneys, employees, representatives, investigators, consultants and attorneys, and “Your” is the possessive form of You.

Documents You are Obligated to Produce

1. All Books of You from January 1, 2020-present.
2. All Financial Records of You from January 1, 2020-present.
3. All Financial Account Statements of You from January 1, 2020-present.
4. All Books of Lisa Bundy from January 1, 2020-present.
5. All Financial Records of Lisa Bundy from January 1, 2020-present
6. All Financial Account Statements of Lisa Bundy from January 1, 2020-present.
7. All Books of Abish-husbandi.
8. All Financial Records of Abish-husbandi.
9. All Financial Account Statements of Abish-husbandi.
10. All Books of Dono Custos.
11. All Financial Records of Dono Custos.
12. All Financial Account Statements of Dono Custos.
13. All Books of Bundy Farms Inc. from January 1, 2022-present
14. All Financial Records of Bundy Farms Inc. from January 1, 2022-present.
15. All Financial Account Statements of Bundy Farms Inc. from January 1, 2022-present.
16. All Books of PRN.

17. All Financial Records of PRN.
18. All Financial Account Statements of PRN.
19. All Books of the Campaign.
20. All Financial Records of the Campaign.
21. All Financial Account Statements of the Campaign.
22. All Books of any Other Entity from January 1, 2022-present.
23. All Financial Records of any Other Entity from January 1, 2022-present..
24. All Financial Account Statements of any Other Entity from January 1, 2022 – present.
25. All Documents evidencing the outstanding Fullbay licenses about which You testified in Your Meeting of Creditors.
26. All Documents exchanged between any Bundy Entity and the Global Trading Parties, or any of them.
27. All Documents exchanged between any Bundy Entity and the Rodriguez Parties, or any of them, from March 1, 2022 through the present date.
28. All Documents exchanged between any Bundy Entity and Nate Jones from March 1, 2022 through the present date.
29. A PRN membership list for each of 2022, 2023, and 2024.
30. Your personal federal tax returns and schedules for the years 2020-present
31. Your personal state tax returns and schedules for the years 2020-present.
32. Your most recently filed federal income tax return.
33. Your most recently filed state income tax return.
34. Lisa Bundy's personal federal income tax returns and schedules from 2020-present.
35. Lisa Bundy's personal state income tax returns and schedules from 2020-present.
36. Lisa Bundy's most recently filed federal income tax return.
37. Lisa Bundy's most recently filed state income tax return.

38. Abish-husbandi's federal income tax returns and schedules for the years 2020-present.
39. Abish-husbandi's state tax income returns and schedules for the years 2020-present.
40. Dono Custos' federal income tax returns and schedules for the years 2020-present.
41. Dono Custos' state tax income tax returns and schedules for the years 2020-present.
42. Bundy Farms Inc's federal income tax returns and schedules for the years 2020-present.
43. Bundy Farms Inc's state income tax returns and schedules for the years 2020-present.
44. All federal income tax returns and schedules for any Other Entity for the years 2022-present.
45. All state tax returns and schedules for any Other Entity for the years 2022-present.
46. All state income tax returns and schedules for All Correspondence between You and the service providers who assisted You in incorporating Abish-husbandi.
47. All correspondence between You and the service providers who assisted You incorporating Dono Custos.
48. All correspondence between You and the registered agent(s) of Abish-husbandi.
49. All correspondence between You and the registered agent(s) of Dono Custos.
50. All Documents pertaining to the Cash Transfers and the transactions that gave rise to them, other than Already-Obtained Statements, including without limitation agreements, receipts, or invoices.
51. All Documents pertaining to any transfers of value of more than \$500 from any Bundy Entity to any Rodriguez Party from the period January 1, 2022-present.
52. All Documents pertaining to any transfers of value of more than \$500 from any Rodriguez Party to any Bundy Entity from the period January 1, 2022-present.
53. All Documents pertaining to any transfers of value of more than \$500 from any Bundy Entity to the Campaign from the period January 1, 2022-present.
54. All Documents pertaining to any transfers of value of more than \$500 from the Campaign to any Bundy Entity from the period January 1, 2022-present.
55. All Documents pertaining to any transfers of value worth more than \$500 from PRN to any Bundy Entity from the period January 1, 2022-present.

56. All Documents pertaining to any transfers of value worth more than \$500 from any Bundy Entity to PRN from the period January 1, 2022-present.
57. All Documents exchanged between any Bundy Entity and any tenant or potential tenant at Abish-husbandi's real properties in Gem County, Idaho since January 1, 2022.
58. Videotapes or audiotapes of You in which You address in any manner the St. Luke's Parties, the Judgment, PRN, Abish-Husbandi, Dono Custos, any litigation between the St. Luke's Parties and any Bundy Party.
59. Documents consisting of any trust agreements pertaining to any trust as to which You are or have been since January 1, 2020, a grantor, trustee, or beneficiary.
60. Documents evidencing Your interest in the real property listed at 1.2 of the Schedules.
61. All Documents reflecting transfer(s) of any of the funds making up the Chambers Transfer through the date You answer this document production.
62. All Documents relevant to all transactions in which You or any other Bundy Entity has engaged to hinder, delay or impair the St. Luke's Parties' efforts to collect on or enforce the Judgment.
63. All Documents in the possession or control of any Bundy Entity relating to (1) websites operated by PRN or associated with PRN's activities, and (2) websites affiliated with St. Luke's Exposed or Stlukesexposed.
64. All Documents exchanged between any Bundy Entity and Joseph Scott Malone since January 1, 2022.
65. All Documents exchanged between any Bundy Entity and Jane Valenzuela, an Arizona resident, and all documents pertaining to the transactions between Valenzuela and any Bundy Entity.
66. All Documents pertaining to any asset in which You have any beneficial interest, including without limitation any asset which You believe should be returned to You or any Bundy Entity or any Other Entity
67. All Documents consisting of real estate instruments granting any interest in real property to any Bundy Entity or Other Entity since January 1, 2022.
68. All Documents relating to the Estopped Certificate.

EXHIBIT A.1

Already Obtained Statements

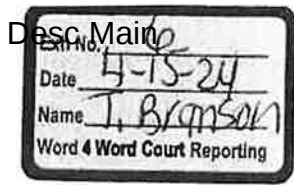
CLARITY CREDIT UNION ACCOUNT STATEMENTS

Account Holder	Account Number	Dates
Abish-Husbandi	***1572	Aug 31, 2020 - March 31, 2024
Ammon Bundy – Ammon Bundy for Governor	***2161	May 31, 2021 – Feb 28, 2023
Bowen Bundy (Lisa Bundy joint holder)	***2128	May 31, 2021 – March 31, 2024
Dono Custos INC	***1719	Oct 31, 2020 – March 31, 2024
Farm Inc Bundy	***1571	Aug 31, 2020 - Jan 31, 2023
Hayden Bundy	***2127	May 31, 2021 - March 31, 2024
Lisa Bundy	***1616	Sep 30, 2020 – March 31, 2024

WELLS FARGO BANK ACCOUNT STATEMENTS

Account Holder	Account Number	Dates
Abish Husbandi Inc	*****4772	Aug 30, 2019 – Dec 31, 2020
Abish Husbandi Inc	*****7284	Aug 31, 2019 - Oct 31, 2020
Abish Husbandi Inc	*****4778	Aug 31, 2019 – Dec 31, 2020
Ammon Bundy	*****4297	Oct 17, 2018 - Jan 16, 2020
Bundy Farm Inc AKA Bundy Melons	*****7835	Feb 29, 2020 – Dec 31, 2020
Halle Bundy	*****2035	Feb 29, 2020
Halle Bundy	*****7147	Feb 28, 2020 - Sep 28, 2020
Lisa Bundy	*****0547	Oct 22, 2018 - Sep 30, 2020
Lisa Bundy	*****9358	Oct 22, 2018 - Sep 30, 2020
Valet Fleet Services, LLC	*****6948	June 30, 2019 – Sep 30, 2023
Valet Fleet Services, LLC	*****6955	Jan 1, 2018 – May 31, 2019

32717454_v1



**ESTOPPED CERTIFICATE,
RELEASE & WAIVER**

Recitals

Global Trading & Investments, Inc., an Idaho corporation ("GT&I") is in possession of certain funds belonging to Ammon E. and Lisa M. Bundy (collectively "Bundy"). GT&I and its principals desire to distribute the funds to Bundy (or to such party or parties as Bundy directs) and upon distributions be released of any further liability with regards to said funds.

Estoppel, Release & Waiver

NOWHEREFORE, for good and valuable consideration, and GT&I's reliance on Bundy's execution of this instrument, the parties to this agreement represent and agree to the following:

A. Waiver of Accounting. Bundy waives any further accounting of the funds. Upon receipt of the signed release GT&I shall cause to be disbursed to Abish-husband, Inc., the sum of \$487,167.36 (\$507,167.36473,000 less \$20,000.00).

B. Full & Complete Distribution. Except for the \$20,000 fee the distribution represents a full and complete satisfaction of Bundy's interest in the funds and GT&I's obligation to Bundy.

C. Release. Bundy releases and forever discharges GT&I, their officers, directors, shareholders, agents, attorneys, accountants and/or other representatives, from all actions, claims and demands whatsoever including but not limited to any claim(s) relating to the Loan Servicing and Stock Investment Arrangements, and any other act, matter, cause, or thing whatsoever arising out of the aforesaid transactions or the administration of such funds received from Bundy. *Bundy understands that they have the right to obtain advice concerning this instrument from independent legal counsel of their choice, at their cost, and represents that they have either done so prior to executing this instrument or have knowingly elected voluntarily to waive any such right at this time.*

D. Estoppel Certificate. Bundy understands and agrees that by executing this instrument that GT&I and its agents are relying on the Bundy's representation in this instrument in making the distribution as directed by Bundy, instead of interpleading the funds into a court to obtain court approval. Bundy understands and agrees that if they sign this instrument, they will be forever estopped from challenging this instrument in any fashion

E. Indemnification. Bundy agrees to indemnify and hold harmless (from Bundy's own assets) GT&I, its officers, directors, shareholders, agents, attorneys, accountants and/or other representatives against any cost or expense (including counsel



**Mountain America Credit Union
Account Number Specification Sheet
Wire Instructions**

ID: 50

Description: Business Checking

This specification sheet is for the following credit union member(s):

ABISH HUSBONDI INC
3061 RIVERSIDE ROAD
MESQUITE, 89027

ABA Routing Number: 324079555

Account Number: 501013664849

Wire Instructions:

*Please note Mountain America Credit Union does not have a "Swiftcode." We do not handle exchange of foreign currency. The originating bank should have a corresponding bank in the United States they use to send wires through for this purpose. They will then forward to Mountain America Credit Union's routing number and the member's account number.

Incoming wire fee: \$10.00

If you have further questions regarding these instructions, please contact the Mountain America Credit Union Service Center at 1-800-748-4302.

This order is **SIGNED**.

Dated: **September 23, 2024**

William J. Thurman

**WILLIAM T. THURMAN
U.S. Bankruptcy Judge**



Erik F. Stidham (Idaho Bar No. 5483) (Admitted pro hac vice)
Robert A. Faucher (Idaho Bar No. 4745) (Admitted pro hac vice)
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*Attorneys for St. Luke's Health System, Ltd., St. Luke's Regional Medical Center, Ltd.,
Chris Roth, Natasha Erickson, M.D., and Tracy Jungman, NP*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

<p>In re:</p> <p>AMMON EDWARD BUNDY,</p> <p>Debtor.</p>	<p>Bankruptcy No. 24-23530</p> <p>Chapter 7</p> <p>Honorable William T. Thurman</p>
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**ORDER GRANTING ST. LUKE’S PARTIES’ MOTION PURSUANT TO
FED.R.BANKR.PRO. 2004 FOR AN ORDER AUTHORIZING AN EXAMINATION
OF, AND PRODUCTION OF DOCUMENTS BY, THE DEBTOR**

The Court having reviewed and considered The St. Luke’s Parties’ Motion Pursuant to Fed. R. Bankr. Pro. 2004 for an Order Authorizing an Examination of, and Production of Documents by, the Debtor filed on September 20, 2024 (the “Motion”); and

Good cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. St. Luke’s Health System, Ltd., St. Luke’s Regional Medical Center, Ltd. Chris Roth, Natasha Erickson and Tracy Jungman, or any of them, are authorized to issue subpoenas to the Debtor (1) for production of documents by him with at least 14 days’ prior written notice; and (2) for an oral examination of him with at least 14 days’ prior written notice.

----- End of Document -----

DESIGNATION OF PARTIES TO BE SERVED

Service for the foregoing Order shall be served to the parties and in the manner designated below:

By Electronic Service: I certify that the parties of record in this case as identified below are registered CM/ECF users and will be served notice of entry of the foregoing Order through the CM/ECF system.

Mark C. Rose trustee@mbt-law.com
McKay, Burton & Thurman, P.C.

U.S. Trustee USTPRegion19.SK.ECF@usdoj.gov

Darren G. Reid dgreid@hollandhart.com
Engels Tejada ejtejada@hollandhart.com
Benjamin D. Passey bdpassey@hollandhart.com
Erik F. Stidham efstidham@hollandhart.com
Robert A. Faucher rfaucher@hollandhart.com
Holland & Hart LLP

By U.S. Mail / Electronic Mail: In addition to the parties of record receiving notice through the CM/ECF system, the following parties should be served Notice pursuant to Fed. R. Civ. P. 5(b).

By U.S. First Class Mail – postage prepaid:

Ammon Edward Bundy, *pro se*
P.O. Box 1062
Cedar City, UT 84721

Ammon Edward Bundy
896 E 400 S
New Harmony, UT 84757

Dated: September __, 2024.

Proof of Delivery

Dear Customer,

This notice serves as proof of delivery for the shipment listed below.

Tracking Number

1ZE79W290199696175

Weight

0.30 LBS

Service

UPS Next Day Air®

Shipped / Billed On

09/26/2024

Delivered On

09/30/2024 12:48 P.M.

Delivered To

NEW HARMONY, UT, US
Left At

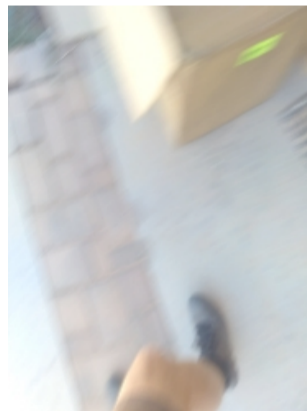
See Delivery Photo


Please print for your records as photo and details are only available for a limited time.

Sincerely,

UPS

Tracking results provided by UPS: 10/16/2024 1:21 P.M. EST






Hello, your package has been delivered.
Delivery Date: Monday, 09/30/2024
Delivery Time: 12:48 PM
Left At: OTHER-RELEAS

Experience UPS My Choice® Premium Today
Be in total control of how, when and where your packages are delivered.

[Upgrade to Premium Now](#)



[Set Delivery Instructions](#) [Manage Preferences](#) [View My Packages](#)

HOLLAND & HART LLP

Tracking Number:	<u>1ZE79W290199696175</u>
Ship To:	AMMON BUNDY 896 E 400 S NEW HARMONY, UT 84757 US
Number of Packages:	1
UPS Service:	UPS Next Day Air®
Package Weight:	0.3 LBS
Reference Number:	84416.0021
Reference Number:	0847 R FAUCHER

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All trademarks, trade names, or service marks that appear in connection with UPS's services are the property of their respective owners.



Your shipment
1ZE79W290199696175

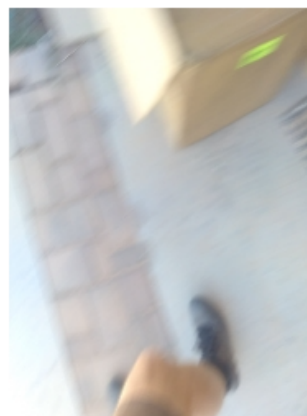
✓ Delivered On

Monday, September 30 at 12:48 P.M. See Delivery Photo

Delivered To
NEW HARMONY, UT US

[Proof of Delivery](#)

- ✓ **Label Created**
United States
09/26/2024, 12:32 P.M.
- ✓ **We Have Your Package**
Boise, ID, United States
09/26/2024, 4:34 P.M.
- ✓ **On the Way**
Cedar City, UT, United States
09/28/2024, 9:41 A.M.
- ✓ **Out for Delivery**
Cedar City, UT, United States
09/30/2024, 9:06 A.M.
- **Delivered**
NEW HARMONY, UT, US
09/30/2024, 12:48 P.M.




[View All Shipping Details >](#)

Shipment Progress

Shipment Details

You've Got the Details

You're seeing what customer service agents would share with you. If you need more support, use the [Virtual Assistant](#) or contact your shipper.

 Times shown are in Local Time [Change](#)

09/30/2024 12:48 P.M.	Delivered DELIVERED NEW HARMONY, UT, US
09/30/2024 9:06 A.M.	Out for Delivery Out For Delivery Today Cedar City, UT, United States
09/28/2024 9:41 A.M.	On the Way Processing at UPS Facility Cedar City, UT, United States
09/28/2024 7:30 A.M.	Arrived at Facility Cedar City, UT, United States
09/28/2024 2:49 A.M.	Departed from Facility Salt Lake City, UT, United States
09/27/2024 10:50 P.M.	Arrived at Facility Salt Lake City, UT, United States
09/27/2024 8:27 P.M.	Departed from Facility Salt Lake City, UT, United States
09/27/2024 1:48 P.M.	Pickup Scan Salina, UT, United States
09/27/2024 9:18 A.M.	We've corrected the postal code, and the package is on its way to the updated address. Salina, UT, United States
09/27/2024 6:12 A.M.	Departed from Facility Salt Lake City, UT, United States
09/27/2024 4:44 A.M.	Arrived at Facility Salt Lake City, UT, United States
09/27/2024 2:12 A.M.	Departed from Facility Ontario, CA, United States

09/26/2024 8:08 P.M.	Arrived at Facility Ontario, CA, United States
09/26/2024 7:01 P.M.	Departed from Facility Boise, ID, United States
09/26/2024 5:46 P.M.	Arrived at Facility Boise, ID, United States
09/26/2024 4:34 P.M.	We Have Your Package Pickup Scan Boise, ID, United States
09/26/2024 12:32 P.M.	Label Created Shipper created a label, UPS has not received the package yet. United States

Shipment Progress

Shipment Details

You've Got the Details

You're seeing what customer service agents would share with you. If you need more support, use the [Virtual Assistant](#) or contact your shipper.

Tracking Number
1ZE79W290199696175

Shipped / Billed On
09/26/2024

Service
UPS Next Day Air®

Weight
0.30 LBS

Shipment Category
Package

PRESS FIRMLY TO SEAL



- Expected delivery date specific
 - Domestic shipments include \$1
 - USPS Tracking® service includ
 - Limited international insurance
 - When used internationally, a cl
- *Insurance does not cover certain items
Domestic Mail Manual at <http://pe.usps>
** See International Mail Manual at <http://>

FLAT RATE ENVI
ONE RATE ■ ANY WEIGHT

TRACKED ■ INS

PS00001000014



UNITED STATES POSTAL SERVICE

P

US POSTAGE PAID

\$9.85

Origin: 84720
10/02/24
491-1900720-20

Retail

PRIORITY MAIL®

EXPECTED DELIVERY DAY: 10/04/24

0 Lb 4.90 Oz
RDC 03

SHIP TO: 2527

PO BOX 2577
BOISE ID 83701-2577

B020

USPS TRACKING® #



9505 5163 2633 4276 2983 78



FROM:

AMMON BUNDY
P.O. BOX 1062
CEDAR CITY, UT 84721

PRIORITY MAIL
FLAT RATE ENVELOPE
POSTAGE REQUIRE

TO:

300 W. Main Street, Suite 1750
Boise, ID 83702-5974
Mailing and Business
P.O. Box 2527
Boise, ID 83701-2527

Holland & H

RECEIVED

OCT 08 2024



EP14F October 2023
OD: 12 1/2 x 9 1/2



PRIORITY MAIL

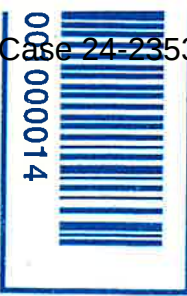
DATE ENVELOPE
ANY WEIGHT



Free Package Pickup,
in the QR code.

S.COM/PICKUP

INSURED



EP14F October 2023
OD: 12 1/2 x 9 1/2

VISIT US AT USPS.COM
ORDER FREE SUPPLIES ONLINE

*You can keep
your dirty money
AB*

For Domestic shipments, the maximum weight is 70 lbs. For international shipments, the maximum weight is 20 lbs.