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*Attorney for Defendants*  
*Joshua Moon and Lolcow, LLC*

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THE UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH

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RUSSELL GREER,

Plaintiff,

v.

JOSHUA MOON, *et al.*

Defendants.

**NOTICE OF SUPPLEMENTAL  
AUTHORITY**

Case No. 2:24-cv-00421-DBB

District Judge David Barlow  
Magistrate Judge Jared C. Bennett

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NOW COME Defendants Joshua Moon and Lolcow, LLC, by and through their undersigned counsel, and file this Notice of Supplemental authority with respect to the Plaintiff's recent attempt to improperly label a "settlement" demand as "attorney's eyes only," notwithstanding this Court's earlier order at ECF No. 272 and notwithstanding the general principle that it is unethical and improper for a party to threaten criminal complaints in order to obtain advantage in a civil matter. Defendants state as follows:

1) On May 28, 2025, Defendants received an email from Mr. Greer, marked "ATTORNEY'S EYES ONLY." A copy of that email is attached hereto in redacted form as Exhibit A, along with Defendants' response.

2) As Defendants note in their response, it appears the Plaintiff is attempting to use the threat of criminal complaints against Defendant Joshua Moon in order to obtain an advantage or extort a "settlement" in this civil case. But Defendants "would

never want to hide any evidence from the police or discourage a full inquiry by any relevant prosecutorial authority,” Exhibit A, even if Mr. Greer would prefer to do so.

3) The Plaintiff additionally seeks to make “settlement” demands which undersigned counsel ostensibly cannot share with his own client because they are “attorney’s eyes only.” Because of Mr. Greer’s abuse of the privilege of marking materials as “Attorney’s Eyes Only,” undersigned counsel cannot simultaneously comply with both this Court’s Standard Protective Order and the Rules of Professional Conduct, which require undersigned counsel to “promptly” notify his client of any settlement offers. Utah R. Pro. Cond. 1.4, Comment 2.

WHEREFORE, Defendants respectfully submit that Mr. Greer’s continued disregard for the terms of the Standard Protective Order is disconcerting. Defendants additionally wish to go on record immediately to state that they will not be part of any ostensible plan by the Plaintiff to withhold information from the police under the guise of a “settlement.”

DATED May 28, 2025

**HARDIN LAW OFFICE**

/s/ Matthew D. Hardin

**Matthew D. Hardin**

*Attorney for Defendants*

*Joshua Moon and Lolcow, LLC*



**From:** Matthew Hardin matthewdhardin@gmail.com  
**Subject:** Re: ATTORNEYS EYES ONLY  
**Date:** May 28, 2025 at 9:09 AM  
**To:** Russell Greer russellgreer27@icloud.com

Good morning, Mr. Greer.

First, it is unethical to use the threat of police action to induce a settlement in a lawsuit. The tenth Circuit emphasized in *Hammond v. Bales*, 843 F.2d 1320, 1322 (10th Cir. 1988) that using criminal complaints as leverage to obtain a civil benefit is so egregious that it violates the Constitution. Indeed, threatening to take your documentation to the police if we do not accede to your settlement demands is very likely a crime in Utah. Utah Code Ann. § 76-6-406. If you believe you have evidence that Mr. Moon committed a crime, you should immediately take that evidence to the police regardless of whether your “settlement” offers are accepted or rejected. We would never want to hide any evidence from the police or discourage a full inquiry by any relevant prosecutorial authority.

Second, I have a professional duty to inform my client of all settlement demands, such that they cannot be marked “attorney’s eyes only.” Utah R. Prof. Cond. 1.4 *requires* me to promptly inform my client of your “settlement” offer below. Comment 2 to that rule emphasizes that “a lawyer who receives ... an offer of settlement in a civil controversy ... must promptly inform the client of its substance.”

Third, your email below indicates that you have not taken to heart the Court’s admonition that you should only designate eligible materials as “attorney’s eyes only.” Specifically, at ECF No. 272 at 4, the Court explained to you what type of information can be designated as “attorney’s eyes only.” Your “settlement” demands, including but not limited to your threats to report my client to the police, are clearly not the type of information that is eligible for protection as “attorney’s eyes only” pursuant to the Standard Protective Order.

Fourth, please consider this a demand, pursuant to pages 13-14 of the SPO, that you de-designate the email below as “Attorneys Eyes Only.” There is no reason to believe that any portion of your email transmits protected or protectable information, such as business or trade secrets. Pursuant to the SPO, if you fail to respond and/or fail to offer any valid explanation for how this email is “Attorneys Eyes Only” within seven days, it will be automatically de-designated. If you persist in your assertion that this email is “Attorneys Eyes Only,” we will file a formal motion to de-designate it, and will likely also seek sanctions against you for the frivolous and improper designation you made in the first instance.

Best,

**Matthew D. Hardin**

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\*\*\*The information contained in this message may be privileged. It is intended by the sender to be confidential. If you suspect you may not be the intended recipient, please notify the sender and delete all copies.\*\*\*

On May 28, 2025, at 8:21 AM, Russell Greer <russellgreer27@icloud.com> wrote:

Sir,

[REDACTED]

This is marked attorneys eyes only because those kiwi farms losers don’t need to know about private email offers.