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7 Attorneys for Plaintiffs

8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF ARIZONA**

10 XCENTRIC VENTURES, LLC, an
11 Arizona limited liability corporation, and
12 JABURG & WILK, P.C., a professional
13 corporation,

14 Plaintiff,

15 v.

16 SHAWN RICHESON, and individual,

17 Defendant.

Case No. CV-10-01931-PHX-NVW

**STIPULATED MOTION FOR
PERMANENT INJUNCTION**

(Assigned to Hon. Neil Wake)

Jaburg & Wilk, P.C.
Attorneys At Law
3200 N. Central Avenue, Suite 2000
Phoenix, Arizona 85012
(602) 248-1000

18 Plaintiff Jaburg & Wilk, P.C. and Defendant Shawn Richeson, through counsel
19 undersigned, hereby stipulate to the issuance of a permanent injunction as described in
20 Plaintiff's Stipulated Order for Permanent Injunction, attached hereto as Exhibit "A."

21 Shawn Richeson and Jaburg & Wilk (collectively the "Parties") are involved in a
22 dispute involving conduct on the part of Richeson, which Jaburg & Wilk claims is
23 defamatory and disparaging to Jaburg & Wilk. The Parties have agreed that Jaburg &
24 Wilk will dismiss its claims against Richeson in this matter, as further detailed in the
25 Settlement Agreement, attached hereto as Exhibit "B," in return for Richeson's agreement
26 to enter into a permanent injunction enjoining Richeson from disparaging Jaburg & Wilk.

27 It is well settled that parties enjoy extensive freedom to contract. *Sheehan v.*
28 *Atlanta Int'l Ins. Co.*, 812 F.2d 465, 469 (9th Cir.1987). This includes the freedom to
contract away First Amendment rights to free speech. *United States v. Aguilar*, 515 U.S.


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593, 606, 115 S. Ct. 2357, 2365, 132 L. Ed. 2d 520 (1995) (As to one who voluntarily assumed a duty of confidentiality, governmental restrictions on disclosure are not subject to the same stringent standards that would apply to efforts to impose restrictions on unwilling members of the public); *Charter Comm., Inc. v County of Santa Cruz*, 304 F.3d 927, 935 (9th Cir. 2002) (when a party voluntarily enters agreement under which another must approve his actions he has waived his right to claim that the denial of his request to take action is a violation of his First Amendment rights). Thus, although Richeson neither admits nor denies the allegations of engaging in defamatory and disparaging conduct toward Jaburg & Wilk, he knowingly, willingly, and voluntarily waives any First Amendment rights he may have with respect to the conduct covered in the Permanent Injunction and agrees to be enjoined from such conduct permanently.

DATED this ^{2nd} 20th day of October, 2010.

JABURG & WILK, P.C.



Maria Crimi Speth
Attorneys for Plaintiffs



Shawn Richeson
Pro Per

Jaburg & Wilk, P.C.
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Certificate of Service

I hereby certify that on the 22 day of October, 2010, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing.

I have also caused to be delivered to Defendant, who is not registered with the CM/ECF System, a copy of the attached document by First Class Mail and E-Mail:

Shawn Richeson
1906 Twilight Drive
Killeen, Texas 76543
Shawn@ClickaNerd.com
Defendant Pro Per

s/Debra Gower

EXHIBIT A

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**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

XCENTRIC VENTURES, LLC, an
Arizona limited liability corporation, and
JABURG & WILK, P.C., an professional
corporation,

Plaintiffs

v.

SHAWN RICHESON,

Defendant.

Case No. CV-10-01931-PHX-NVW

**STIPULATED ORDER FOR
PERMANENT INJUNCTION**

(Assigned to Hon. Neil Wake)

Before this Court is the Application of Jaburg & Wilk, P.C. (“Jaburg & Wilk”), an Arizona professional corporation, and Shawn Richeson, for the entry of a Stipulated Permanent Injunction. The Court having considered the Application and Settlement Agreement on file with the Court, and being otherwise advised, **FINDS** that:

- (1) Shawn Richeson and Jaburg & Wilk (collectively the “Parties”) are involved in a dispute involving conduct on the part of Richeson, which Jaburg & Wilk claims is defamatory and disparaging to Jaburg & Wilk;
- (2) The Parties have agreed that Jaburg & Wilk will dismiss its claims against Richeson in this matter, as further detailed in the Settlement Agreement, in return for Richeson’s agreement to entry of this Permanent Injunction;

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- (3) Richeson neither admits nor denies the allegations of engaging in defamatory and disparaging conduct toward Jaburg & Wilk, and he knowingly, willingly, and voluntarily waives any First Amendment rights he may have with respect to the conduct covered in the Settlement Agreement;
- (4) Public policy favors settlement agreements as a benefit to society and the parties involved in resolving disputes quickly with a result that is presumably of greater satisfaction to the parties; and
- (5) Public policy favors the freedom to contract, even when contracts enjoin parties from exercising their First Amendment rights.

IT IS THEREFORE ORDERED that the Stipulated Motion for Stipulated Permanent Injunction Order is **GRANTED** and Defendant Richeson is permanently enjoined from, directly or through his agents, servants, employees, and other persons who are in active concert or participation with him:

- (1) Knowingly publishing or causing to be published any false, disparaging, or defamatory communication about Jaburg & Wilk, or any of its current or former employees;
- (2) Knowingly publishing or causing to be published any false, disparaging, or defamatory communication about any client of Jaburg & Wilk, other than Xcentric Ventures;
- (3) Intentionally interfering with the contractual relationship between Jaburg & Wilk and their clients.

EXHIBIT B

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13 Attorneys for Plaintiffs

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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

XCENTRIC VENTURES, LLC, an
Arizona limited liability corporation, and
JABURG & WILK, P.C., a professional
corporation,

Plaintiffs,

v.

SHAWN RICHESON,

Defendant.

Case No.: 2:10-cv-1931-PHX-NVW

**SETTLEMENT AGREEMENT
BETWEEN PLAINTIFF JABURG &
WILK, P.C. AND DEFENDANT
SHAWN RICHESON**

Co-Plaintiff JABURG & WILK, P.C, an Arizona professional corporation
("JABURG & WILK"), and Defendant SHAWN RICHESON, an individual,
("RICHESON"), collectively the "Parties," enter this Settlement Agreement
("Agreement"), whereby the Parties agree to resolve the above-captioned action as
between JABURG & WILK and RICHESON only.

RECITALS

A. WHEREAS, on or about September 9, 2010, JABURG & WILK joined as
co-plaintiff in commencing certain civil litigation against RICHESON in the United States

1 District Court, District of Arizona, captioned as Case No.:2:10-cv-1931-PHX-NVW (the
2 “Civil Action”).

3 B. WHEREAS, to avoid further expenses, uncertainties, and financial risks
4 inherent in civil litigation, and for good and valuable consideration, the Parties have
5 agreed to settle and compromise all claims and all defenses to those claims, relating to or
6 otherwise arising out of the Civil Action. The Parties hereby further and finally document
7 their terms of settlement.

8 WHEREFORE, in consideration of the foregoing recitals and the promises,
9 covenants, warranties, and representations set forth below, and for good and valuable
10 consideration, the Parties hereby state, confirm, warrant, represent and agree as follows:

11 **TERMS AND CONDITIONS**

12 1. Incorporation of Recitals. The Recitals set forth in Paragraphs “A” and “B”
13 above are incorporated herein by reference as if fully set forth herein and are
14 acknowledged and agreed to by the Parties.

15 2. Terms. In consideration for this Agreement, the Parties agree that,
16 contemporaneous with the full and final execution (signing) of this Agreement, the Parties
17 shall sign and submit to the Court a Stipulated Motion for Permanent Injunction and
18 proposed form of Stipulated Order for Permanent Injunction in the above-captioned
19 action, Case No.:2:10-cv-1931-PHX-NVW (the “Civil Action”).

20 3. Stipulation to Dismiss Jaburg & Wilk Only. In exchange for and on
21 condition of the Court’s granting of the Parties’ Stipulated Order for Permanent
22 Injunction, the Parties agree to use best efforts and all reasonable means to effectuate a
23 dismissal of JABURG & WILK from this action, including signing with reasonable
24 immediacy a Stipulation to Dismiss Jaburg & Wilk and filing with it a proposed form of
25 Order granting same.

26 4. Denial of Liability. By entering into this Agreement, none of the Parties
27 admit any liability or wrongdoing whatsoever, and any such liability or wrongdoing is
28 expressly denied.

1 5. Miscellaneous Provisions.

2 a. Each of the Parties hereby represent to each other that the covenants
3 and agreements in this Agreement have been knowingly and voluntarily
4 granted after sufficient consultation with legal counsel as to the binding and
5 irrevocable effect thereof, or otherwise has knowingly elected to forego such
6 consultation at his/its own risk. Each of the Parties has had a full
7 opportunity to consult with counsel of its choice, and based upon
8 consultation with counsel, or the knowing election to forego such
9 consultation, the Parties hereby represent and warrant to each other that this
10 Agreement is binding and enforceable in accordance with its terms.

11 b. This Agreement shall be construed in accordance with and governed
12 by the laws of the State of Arizona.

13 c. This Agreement constitutes and embodies the full and complete
14 understanding and agreement of the Parties and supersedes all prior
15 understandings, whether oral or written. No representation, promise,
16 inducement, or statement of intention has been made by any party hereto
17 which is not embodied in this Agreement, and no party hereto shall be
18 bound or liable for any alleged misrepresentation, promise, inducement, or
19 statement or intention not so set forth.

20 d. This Agreement may not be altered or amended except by a
21 subsequent writing signed by the party sought to be charged with the
22 alteration or amendment.


23 e. This Agreement may be executed in one or more counterparts, each
24 of which when so executed shall be an original, but all of which together
25 shall constitute one agreement.
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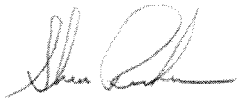
f. Signatures to this Agreement may be exchanged through reasonably verifiable electronic means, such as verifiable e-mail or facsimile transmission.

g. This Agreement shall not be construed for or against either party on the basis of merely who drafted or predominantly drafted the Agreement. The Agreement shall be construed according to its plain meaning, all Parties having received the guidance of – or the opportunity to seek the guidance of – legal counsel in connection with the negotiation, preparation and finalizing of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below and the Agreement shall become effective and binding as of the earliest date by which all Parties have executed (signed) the Agreement, regardless of whether the signatures are made upon a single document or in counterparts.

JABURG & WILK, P.C.


Maria Crimi Speth
Attorneys for Plaintiffs

SHAWN RICHESON


Shawn Richeson
Defendant Pro Per