

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF ARKANSAS  
WESTERN DIVISION**

**VIRGIL W. SHELTON**

**PLAINTIFF**

**v.**

**CASE NO.: 4:02-CV-00632**

**KENNEDY FUNDING, INC.**

**DEFENDANT**

**PROTECTIVE ORDER**

On February 25, 2009, the Court entered an Order requiring Defendant to produce a detailed, plain language, financial statement if the issue of punitive damages is submitted to the jury. On February 27, 2009, Defendant's counsel confirmed to the Court that he had in his possession the required financial statement and requested that if it is produced, it be done so under a protective order due to the sensitive, proprietary nature of the non-public financial information. Accordingly,

IT IS HEREBY ORDERED as follows:

1. There is a need to protect Defendant's sensitive and proprietary financial information produced pursuant to the Court's February 25, 2009 Order and the Defendant's request for a protective order is reasonable.

2. The Plaintiff, including his counsel, may not disclose, discuss, or produce the Defendant's financial statement produced pursuant to the February 25, 2009 Order ("financial statement") or any of its substance to any other person outside of this action.

3. If the financial statement is filed with the Court for any reason it shall be filed under seal, shall be segregated from other filed documents, and shall not be available for review by non-parties. Specifically, Plaintiff's Exhibit 36 introduced in this action on March

6, 2009 is hereby sealed by order of the Court, and is not to be filed within the public records.

4. This Protective Order shall remain in full force and effect unless modified by order of the Court or by motion of the Parties. This Protective Order is binding on all Parties and their affiliates and/or parent corporations, attorneys, agents, experts, consultants, employees, representatives, successors, and assigns.

5. By their signature below, counsel for the Parties represent that they have explained the terms of this Protective Order to their respective clients and that they, and the Parties, agree to be bound by the terms of this Protective Order.

6. Plaintiff's objection to this Order is overruled, but his exception is saved.

DATED this 9<sup>th</sup> day of March, 2009.

By   
United States District Judge