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8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

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11 E CLAMPUS VITUS, INC.,

12 Plaintiff,

13 v.

14 DAVID L. STEINER; THOMAS PEAK; JOHN
15 MOORE; KARL DODGE; JOSEPH
16 ZUMWALT CHAPTER 169 E CLAMPUS
VITUS,

17 Defendants.
18

Case No. 2:12-CV-01381-GEB-CKD

**CONFIDENTIALITY AGREEMENT AND
STIPULATED PROTECTIVE ORDER**

19 Pursuant to Eastern District Local Rule 141.1, Plaintiff E Clampus Vitus, Inc. (“ECV”),
20 and Defendants Joseph Zumwalt Chapter 169 E Clampus Vitus, Inc. (“Chapter 169”), David L.
21 Steiner, Thomas Peak, John Moore and Karl Dodge, by and through their respective counsel of
22 record, hereby stipulate to the entry of a protective order as follows:

23 1. PURPOSES AND LIMITATIONS
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25 This is a trademark infringement/unfair competition and unfair business practices action
26 between competing fraternal organizations, namely, Plaintiff ECV on the one hand, and on the
27 other hand Defendant Chapter 169 and its alleged agents and/or co-conspirators. Given the nature
28 of this action, disclosure and discovery activity are likely to involve production of confidential,

1 proprietary, trade secret or private information for which special protection from public disclosure
2 and from use for any purpose other than prosecuting this litigation may be warranted.
3 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated
4 Protective Order. The parties acknowledge that this Order does not confer blanket protections on
5 all disclosures or responses to discovery and that the protection it affords from public disclosure
6 and use extends only to the limited information or items that are entitled to confidential treatment
7 under the applicable legal principles. The parties further acknowledge, as set forth in Section
8 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential
9 information under seal; Civil Local Rule 141 sets forth the procedures that must be followed and
10 the standards that will be applied when a party seeks permission from the court to file material
11 under seal.

12 2. DEFINITIONS

13 2.1 Challenging Party: A Party or Non-Party that challenges the designation of
14 information or items under this Order.

15 2.2 “CONFIDENTIAL” Information or Items means information (regardless of how it
16 is generated, stored or maintained) or tangible things that qualify for protection under Federal
17 Rule of Civil Procedure 26(c). “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
18 Information or Items, meanwhile, means extremely sensitive “Confidential Information or Items,”
19 disclosure of which to another Party or Non-Party would create a substantial risk of serious harm
20 that could not be avoided by less restrictive means.

21 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as
22 well as their support staff).

23 2.4 Designating Party: A Party or Non-Party that designates information or items that
24 it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

25 2.5 Disclosure or Discovery Material: All items or information, regardless of the
26 medium or manner in which it is generated, stored, or maintained (including, among other things,
27 testimony, transcripts, and tangible things), that are produced or generated in disclosures or
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1 responses to discovery in this matter.

2 2.6 Expert: A person with specialized knowledge or experience in a matter pertinent to
3 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
4 consultant in this action.

5 2.7 House Counsel: Attorneys who are employees of a party to this action. House
6 Counsel does not include Outside Counsel of Record or any other outside counsel.

7 2.8 Non-Party: Any natural person, partnership, corporation, association, or other legal
8 entity not named as a Party to this action.

9 2.9 Outside Counsel of Record: Attorneys who are not employees of a party to this
10 action but are retained to represent or advise a party to this action and have appeared in this action
11 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

12 2.10 Party: Any party to this action, including all of its officers, directors, employees,
13 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

14 2.11 Producing Party: A Party or Non-Party that produces Disclosure or Discovery
15 Material in this action.

16 2.12 Professional Vendors: Persons or entities that provide litigation support services
17 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
18 organizing, storing, or retrieving data in any form or medium) and their employees and
19 subcontractors.

20 2.13 Protected Material: Any Disclosure or Discovery Material that is designated as
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”.

22 2.14 Receiving Party: A Party that receives Disclosure or Discovery Material from a
23 Producing Party.

24 3. SCOPE

25 The protections conferred by this Stipulation and Order cover not only Protected
26 Material (as defined above), but also (1) any information copied or extracted from Protected
27 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any

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1 testimony, conversations, or presentations by Parties or their Counsel that might reveal
2 Protected Material. However, the protections conferred by this Stipulation and Order do not
3 cover the following information: (a) any information that is in the public domain at the time of
4 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a
5 Receiving Party as a result of publication not involving a violation of this Order, including
6 becoming part of the public record through trial or otherwise; and (b) any information known to
7 the Receiving Party prior to the disclosure or obtained by the Receiving Party after the
8 disclosure from a source who obtained the information lawfully and under no obligation of
9 confidentiality to the Designating Party. Any use of Protected Material at trial shall be
10 governed by a separate agreement or order.

11 4. DURATION

12 Even after final disposition of this litigation, the confidentiality obligations imposed by
13 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
14 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
15 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after
16 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
17 action, including the time limits for filing any motions or applications for extension of time
18 pursuant to applicable law.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party
21 or Non-Party that designates information or items for protection under this Order must take care to
22 limit any such designation to specific material that qualifies under the appropriate standards. The
23 Designating Party must designate for protection only those parts of material, documents, items, or
24 oral or written communications that qualify – so that other portions of the material, documents,
25 items, or communications for which protection is not warranted are not swept unjustifiably within
26 the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
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1 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
2 unnecessarily encumber or retard the case development process or to impose unnecessary
3 expenses and burdens on other parties) expose the Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it designated
5 for protection do not qualify for protection, that Designating Party must promptly notify all other
6 Parties that it is withdrawing the mistaken designation.

7 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order
8 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
9 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
10 designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic documents, but
13 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
14 affix the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
15 ONLY" to each page that contains protected material. If only a portion or portions of the material
16 on a page qualifies for protection, the Producing Party also must clearly identify the protected
17 portion(s) (e.g., by making appropriate markings in the margins).

18 A Party or Non-Party that makes original documents or materials available for inspection
19 need not designate them for protection until after the inspecting Party has indicated which material
20 it would like copied and produced. During the inspection and before the designation, all of the
21 material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL –
22 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants
23 copied and produced, the Producing Party must determine which documents, or portions thereof,
24 qualify for protection under this Order. Then, before producing the specified documents, the
25 Producing Party must affix the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
26 ATTORNEYS' EYES ONLY" legend to each page that contains Protected Material. If only a
27 portion or portions of the material on a page qualifies for protection, the Producing Party also

1 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the
2 margins).

3 (b) for testimony given in deposition or in other pretrial or trial proceedings, that
4 the Designating Party identify on the record, before the close of the deposition, hearing, or other
5 proceeding, all protected testimony.

6 (c) for information produced in some form other than documentary and for any
7 other tangible items, that the Producing Party affix in a prominent place on the exterior of the
8 container or containers in which the information or item is stored the legend “CONFIDENTIAL”
9 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of
10 the information or item warrant protection, the Producing Party, to the extent practicable, shall
11 identify the protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
13 designate qualified information or items does not, standing alone, waive the Designating Party’s
14 right to secure protection under this Order for such material. Upon timely correction of a
15 designation, the Receiving Party must make reasonable efforts to assure that the material is treated
16 in accordance with the provisions of this Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
19 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
20 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
21 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to
22 challenge a confidentiality designation by electing not to mount a challenge promptly after the
23 original designation is disclosed.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
25 process by providing written notice of each designation it is challenging and describing the basis
26 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
27 notice must recite that the challenge to confidentiality is being made in accordance with this
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1 specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in
2 good faith and must begin the process by conferring directly (in voice to voice dialogue; other
3 forms of communication are not sufficient) within 14 days of the date of service of notice. In
4 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
5 designation was not proper and must give the Designating Party an opportunity to review the
6 designated material, to reconsider the circumstances, and, if no change in designation is offered, to
7 explain the basis for the chosen designation. A Challenging Party may proceed to the next stage
8 of the challenge process only if it has engaged in this meet and confer process first or establishes
9 that the Designating Party is unwilling to participate in the meet and confer process in a timely
10 manner.

11 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
12 intervention, the Designating Party shall file and serve a motion to retain confidentiality under
13 Civil Local Rule 251 (and in compliance with Civil Local Rule 141, if applicable) within 21 days
14 of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer
15 process will not resolve their dispute, whichever is earlier. Each such motion must be
16 accompanied by a competent declaration affirming that the movant has complied with the meet
17 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to
18 make such a motion including the required declaration within 21 days (or 14 days, if applicable)
19 shall automatically waive the confidentiality designation for each challenged designation. In
20 addition, the Challenging Party may file a motion challenging a confidentiality designation at any
21 time if there is good cause for doing so, including a challenge to the designation of a deposition
22 transcript or any portions thereof. Any motion brought pursuant to this provision must be
23 accompanied by a competent declaration affirming that the movant has complied with the meet
24 and confer requirements imposed by the preceding paragraph.

25 The burden of persuasion in any such challenge proceeding shall be on the Designating
26 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
27 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
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1 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
2 file a motion to retain confidentiality as described above, all parties shall continue to afford the
3 material in question the level of protection to which it is entitled under the Producing Party’s
4 designation until the court rules on the challenge.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed
7 or produced by another Party or by a Non-Party in connection with this case only for prosecuting,
8 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
9 the categories of persons and under the conditions described in this Order. When the litigation has
10 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a location and in
13 a secure manner that ensures that access is limited to the persons authorized under this Order.

14 7.2 Disclosure of “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
15 ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or
16 permitted in writing by the Designating Party, a Receiving Party may disclose any information or
17 item designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY” only to:

19 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
20 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the
21 information for this litigation and who have signed the “Acknowledgment and Agreement to Be
22 Bound” that is attached hereto as Exhibit A;

23 (b) the officers, directors, and employees (including House Counsel) of the
24 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have
25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
27 reasonably necessary for this litigation and who have signed the “Acknowledgment and
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1 Agreement to Be Bound” (Exhibit A);

2 (d) the court and its personnel;

3 (e) court reporters and their staff, professional jury or trial consultants, mock
4 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and
5 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (f) during their depositions, witnesses in the action to whom disclosure is
7 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
8 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of
9 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be
10 separately bound by the court reporter and may not be disclosed to anyone except as permitted
11 under this Stipulated Protective Order.

12 (g) the author or recipient of a document containing the information or a custodian
13 or other person who otherwise possessed or knew the information.

14 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
15 LITIGATION

16 If a Party is served with a subpoena or a court order issued in other litigation that compels
17 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
18 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

19 (a) promptly notify in writing the Designating Party. Such notification shall include a
20 copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
22 other litigation that some or all of the material covered by the subpoena or order is subject to this
23 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

24 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
25 Designating Party whose Protected Material may be affected.

26 If the Designating Party timely seeks a protective order, the Party served with the
27 subpoena or court order shall not produce any information designated in this action as

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1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a
2 determination by the court from which the subpoena or order issued, unless the Party has obtained
3 the Designating Party’s permission. The Designating Party shall bear the burden and expense of
4 seeking protection in that court of its confidential material – and nothing in these provisions
5 should be construed as authorizing or encouraging a Receiving Party in this action to disobey a
6 lawful directive from another court.

7 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS
8 LITIGATION

9 (a) The terms of this Order are applicable to information produced by a Non-Party
10 in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
11 ATTORNEYS’ EYES ONLY”. Such information produced by Non-Parties in connection with
12 this litigation is protected by the remedies and relief provided by this Order. Nothing in these
13 provisions should be construed as prohibiting a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to produce a
15 Non-Party’s confidential information in its possession, and the Party is subject to an agreement
16 with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party that
18 some or all of the information requested is subject to a confidentiality agreement with a Non-
19 Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated
21 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific
22 description of the information requested; and

23 (3) make the information requested available for inspection by the Non-
24 Party.

25 (c) If the Non-Party fails to object or seek a protective order from this court within
26 14 days of receiving the notice and accompanying information, the Receiving Party may produce
27 the Non-Party’s confidential information responsive to the discovery request. If the Non-Party
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1 timely seeks a protective order, the Receiving Party shall not produce any information in its
2 possession or control that is subject to the confidentiality agreement with the Non-Party before a
3 determination by the court. Absent a court order to the contrary, the Non-Party shall bear the
4 burden and expense of seeking protection in this court of its Protected Material.

5 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

6 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
7 Material to any person or in any circumstance not authorized under this Stipulated Protective
8 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the
9 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
10 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
11 terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and
12 Agreement to Be Bound” that is attached hereto as Exhibit A.

13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
14 MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain inadvertently
16 produced material is subject to a claim of privilege or other protection, the obligations of the
17 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This
18 provision is not intended to modify whatever procedure may be established in an e-discovery
19 order that provides for production without prior privilege review. Pursuant to Federal Rule of
20 Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a
21 communication or information covered by the attorney-client privilege or work product
22 protection, the parties may incorporate their agreement in the stipulated protective order submitted
23 to the court.

24 12. MISCELLANEOUS

25 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
26 seek its modification by the court in the future.

27 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective
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1 Order no Party waives any right it otherwise would have to object to disclosing or producing any
2 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
3 Party waives any right to object on any ground to use in evidence of any of the material covered
4 by this Protective Order.

5 12.3 Filing Protected Material. Without written permission from the Designating Party
6 or a court order secured after appropriate notice to all interested persons, a Party may not file in
7 the public record in this action any Protected Material. A Party that seeks to file under seal any
8 Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed
9 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
10 issue. A sealing order will issue only upon a request establishing that the Protected Material at
11 issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law.
12 If a Receiving Party's request to file Protected Material under seal is denied by the court, then the
13 Receiving Party may file the information in the public record unless otherwise instructed by the
14 court.

15 13. FINAL DISPOSITION

16 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
17 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
18 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
19 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
20 the Protected Material is returned or destroyed, the Receiving Party must submit a written
21 certification to the Producing Party (and, if not the same person or entity, to the Designating
22 Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected
23 Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained
24 any copies, abstracts, compilations, summaries or any other format reproducing or capturing any
25 of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
26 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
27 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product,
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1 and consultant and expert work product, even if such materials contain Protected Material. Any
2 such archival copies that contain or constitute Protected Material remain subject to this Protective
3 Order as set forth in Section 4 (DURATION).
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5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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7 Dated: June 5, 2014
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LAW OFFICE OF DANIEL D. MCGEE

9 By _____ /S/
10 Daniel D. McGee (SBN 218947),
11 Attorney for Plaintiff E Clampus Vitus,
12 Inc.

13 Dated: June 5, 2014
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LAW OFFICE OF PAUL W. REIDL

15 By _____ /S/
16 Paul W. Reidl (SBN 155221),
17 Attorney for Defendants Joseph Zumwalt
18 Chapter 169 E Clampus Vitus, Inc., David
19 Steiner, Thomas Peak, John Moore and
20 Karl Dodge

21 **ORDER**

22 Based on the foregoing stipulation by and between counsel of record in the matter, IT
23 IS SO ORDERED.

24 Dated: June 11, 2014
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Carolyn K. Delaney

CAROLYN K. DELANEY
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Eastern District of California on [date] in the case of *E Clampus Vitus, Inc. v. Joseph Zumwalt Chapter 169 E Clampus Vitus, Inc.*; Eastern District Case No.: 2:12-CV-01381-GEB-GGH. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Eastern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____