

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action File No. 09cv00925-PAB-MEH

WENDY GREEN, individually and as guardian
for JONATHAN WEIKEL,

Plaintiffs,

v.

LIFEVEST PUBLISHING, INC.,
DAVID WEIKEL, BETH WEIKEL, and
BY HIS DESIGN, LLC,

Defendants.

**STIPULATED ORDER GRANTING MOTION BY PLAINTIFF FOR TEMPORARY
RESTRAINING ORDER**

THIS MATTER comes before the Court on the *Motion By Plaintiff for Temporary Restraining Order and Preliminary Injunction* (the “**Motion**”), dated April 22, 2009, filed by plaintiff Wendy Green (“**Green**”) [Docket No. 4]. The only matter before the Court is that portion of the Motion seeking a temporary restraining order. The Court, having considered the Motion and the parties’ stipulations as set forth herein, the allegations of the complaint, evidence before the Court, and for the purpose of preserving the status quo and otherwise effectuating the agreement reached by the parties on April 23, 2009,

ORDERS as follows:

A. Until further Order of the Court, Defendants LifeVest Publishing, Inc., David Weikel, individually and on behalf of his wife, Beth Weikel and his company, By His Design,

LLC (collectively, “**Defendants**”), and each of their principals, officers, agents, servants, employees, attorneys-in-fact, attorneys-in-law, contractors, consultants, distributors, and any and all persons under the control or in active concert or participation with Defendants, jointly or severally, who receive actual notice of the Court’s order or judgment by personal service or otherwise, are temporarily enjoined and restrained from reproducing, printing, distributing, or setting out in any format, in whole or in part, the prayer journals drafted by Ian Weikel (the “**Journals**”), and *Heart of a Warrior*.

B. As stipulated and agreed to by the parties, notwithstanding the provisions of Fed. R. Civ. P. 65 or otherwise, this Order shall remain in full force and effect until the conclusion of the preliminary injunction hearing, currently set for May 28, 2009 at 1:30 p.m.

C. Mr. Weikel acknowledges service of this Order on By His Design, LLC, and shall personally serve a copy of this Order on Mrs. Weikel, and this shall be deemed actual notice of this Order on Mrs. Weikel and By His Design, LLC.

D. Mr. Weikel shall promptly use his best efforts to retrieve and deliver to Pearson, Horowitz & Burnett, P.C. (“**PHB**”), pending further Order of the Court, all copies of the Journals, and the book, *Heart of a Warrior*, in any format, in whole or in part, including:

1. The approximate 110-120 copies of *Heart of a Warrior* in Mr. Weikel’s possession or control;
2. The four copies of *Heart of a Warrior* delivered to the prison library located in southern Colorado;
3. The one copy of *Heart of a Warrior* delivered to Chad Weikel;
4. All other copies of *Heart of a Warrior*, including those approximate 30-

40 sold or otherwise distributed; and

5. The copies of the Journals maintained by the Weikels.

E. On or before May 1, 2009, Mr. Weikel shall file a sworn report with the Court, and serve all parties, detailing his efforts to comply with the preceding paragraph, including identifying names, dates, method of contact, and substance of any discussions and results.

F. LifeVest Publishing, Inc. shall deliver to PHB, pending further Order of the Court, the approximate 189 copies (in various stages of completion) of *Heart of a Warrior*.

G. Until further Order of the Court, except for copies maintained by Green, all individuals or entities who or that receive notice of this Order shall promptly deliver to PHB any and all copies in any form, in whole or in part, of the Journals and the book, *Heart of a Warrior*.

H. Until further Order of the Court, Defendants and the Court waive the security requirement of Fed. R. Civ. P. 65(c).

DATED April 23, 2009

BY THE COURT:

