

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Judge Robert E. Blackburn**

Civil Action No. 14-cv-00240-REB-NYW

ZACH GEIGER,
ROBERT ABELARDO,
ADAM GOLDSTEIN, and
RYAN KING,

Plaintiffs,

v.

Z-ULTIMATE SELF DEFENSE STUDIOS, LLC, a California limited liability company,
PAUL TAYLOR, individually, and in his capacity as owner, partner, and corporate officer,
WILLIAM CLARK, individually and in his capacity as owner, partner, and corporate officer,
KRIS ESZLINGER, individually, and in his capacity as owner, partner, and corporate officer,
FRANK LEY, individually and in his capacity as owner, partner, and corporate officer,
HANS PROSCH, individually, and in his capacity as owner, partner, and corporate officer,
MASTERS UNITED III LLC, dba Z-Ultimate Self Defense Studios, an Arizona limited liability company,
MASTERS UNITED 11, LLC, an Arizona limited liability company d/b/a Z-Ultimate Self Defense Studios,
KATA 7, LLC, an Arizona limited liability company b/a/a Z-Ultimate Self Defense Studios,
Z-ULTIMATE MARTIAL ARTS SUPPLIES LLC, a California limited liability company,
Z-ULTIMATE SPECIALIZED ACCOUNTING LLC, a California limited liability company,
Z-ULTIMATE UNIVERSITY OF MARTIAL ARTS PROFESSIONALS LLC, a California limited liability company,
MASTERS UNITED I, LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
MASTERS UNITED 12 LLC,
MASTERS UNITED 111 LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company
MASTERS UNITED V LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company
Z-ULTIMATE EVENTS LLC, a Colorado limited liability company,
A L MARTIAL ARTS, INC., d/b/a Z-Ultimate Self Defense Studios, a Colorado corporation
WLC MANAGEMENT, INC., d/b/a Z-Ultimate Self Defense Studios, a Colorado corporation
MASTERS UNITED VI LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited

liability company
MASTERS UNITED 8 LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company
MASTERS UNITED 15 LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company
UNITED PARTNERS - BROOMFIELD LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company
UNITED PARTNERS - CASTLE ROCK LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company
UNITED PARTNERS - CENTENNIAL LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - CHICAGO #2 d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - CHICAGO #4 LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - COLORADO SPRINGS 1 LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - COLORADO #1 LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - COLORADO #2 LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - COLORADO #3 LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - COLORADO #4, LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - DENVER LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - DENVER SOUTH LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - FORT COLLINS LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - GLENVIEW LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - HIGHLANDS RANCH LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - HIGHLANDS RANCH 2 LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - KANSAS CITY #3 LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - KANSAS CITY 1 LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - KANSAS CITY #4 LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - KEN CARYLE LLC, d/b/a Z-Ultimate Self Defense Studios,

a Colorado limited liability company,
UNITED PARTNERS - LAFAYETTE LLC, d/b/a Z-Ultimate Self Defense Studios,
a Colorado limited liability company,
UNITED PARTNERS - LAKEWOOD LLC, d/b/a Z-Ultimate Self Defense Studios,
a Colorado limited liability company,
UNITED PARTNERS - LEAWOOD LLC, d/b/a Z-Ultimate Self Defense Studios,
a Colorado limited liability company,
UNITED PARTNERS - LITTLETON LLC, d/b/a Z-Ultimate Self Defense Studios,
a Colorado limited liability company,
UNITED PARTNERS - LONGMONT LLC, d/b/a Z-Ultimate Self Defense Studios,
a Colorado limited liability company,
UNITED PARTNERS - OLATHE LLC, d/b/a Z-Ultimate Self Defense Studios,
a Colorado limited liability company,
UNITED PARTNERS - OVERLAND PARK NORTH LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - OVERLAND PARK SOUTH LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - PARKER LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - SKOKIE LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - SMOKEY HILL LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - THORNTON LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - WEST ARVADA LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - WESTMINSTER LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
UNITED PARTNERS - WHEAT RIDGE LLC, d/b/a Z-Ultimate Self Defense Studios, a Colorado limited liability company,
Z-ULTIMATE COLORADO SPRINGS, a Colorado business,
Z-ULTIMATE DENVER, a Colorado business,
Z-ULTIMATE HIGHLANDS RANCH EAST, a Colorado business,
Z-ULTIMATE PARKER, a Colorado business,
Z-ULTIMATE SMOKEY HILLS, a Colorado business,
UNITED PARTNERS - LAYTON LLC, d/b/a Z-Ultimate Self Defense Studios, a Utah limited liability company,
UNITED PARTNERS - SANDY LLC, d/b/a Z-Ultimate Self Defense Studios, a Utah limited liability company,
UNITED PARTNERS - SOUTH JORDAN LLC, d/b/a Z-Ultimate Self Defense Studios, a Utah limited liability company,
UNITED PARTNERS - SOUTH OGDEN, LLC, d/b/a Z-Ultimate Self Defense Studios, a Utah limited liability company,

UNITED PARTNERS - UTAH LLC, d/b/a Z-Ultimate Self Defense Studios, a Utah limited liability company,
UNITED PARTNERS - WEST JORDAN LLC, d/b/a Z-Ultimate Self Defense Studios, a Utah limited liability company,
UNITED PARTNERS - CHANDLER LLC, d/b/a Z-Ultimate Self Defense Studios, an Arizona limited liability company,
UNITED PARTNERS - SCOTTSDALE LLC, d/b/a Z-Ultimate Self Defense Studios, an Arizona limited liability company,
UNITED PARTNERS - GRAYHAWK LLC, d/b/a Z-Ultimate Self Defense Studios, an Arizona limited liability company,
UNITED PARTNERS - SCOTTSDALE 2 LLC, d/b/a Z-Ultimate Self Defense Studios, an Arizona limited liability company,
UNITED PARTNERS - TEMPE LLC, d/b/a Z-Ultimate Self Defense Studios, an Arizona limited liability company,
UNITED PARTNERS - BALLARD LLC, d/b/a Z-Ultimate Self Defense Studios, a Washington limited liability company,
UNITED PARTNERS - BELLEVUE LLC, d/b/a Z-Ultimate Self Defense Studios, a Washington limited liability company,
UNITED PARTNERS - KENT LLC, d/b/a Z-Ultimate Self Defense Studios, a Washington limited liability company,
UNITED PARTNERS - KIRKLAND LLC, d/b/a Z-Ultimate Self Defense Studios, a Washington limited liability company,
UNITED PARTNERS - MERCER LLC, d/b/a Z-Ultimate Self Defense Studios, a Washington limited liability company,
UNITED PARTNERS - MILL CREEK LLC, d/b/a Z-Ultimate Self Defense Studios, a Washington limited liability company,
UNITED PARTNERS - REDMOND LLC, d/b/a Z-Ultimate Self Defense Studios, a Washington limited liability company,
UNITED PARTNERS - AGOURA HILLS LLC d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - ANAHEIM HILLS LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - BRANFORD LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - CAMPUS LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - CARLSBAD LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - CARMEL MOUNTAIN LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - CHINO HILLS, LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - CLAIREMONT, LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,

UNITED PARTNERS - CORONA LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - CYPRESS LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - DANVILLE LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - DUBLIN LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - ENCINO LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - ESCONDIDO LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - FALLBROOK LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - HACIENDA HEIGHTS LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - LA CANADA LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - LA JOLLA LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - LA MIRADA LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - LAGUNA NIGUEL LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - LAKEWOOD LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - LAYTON LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - LONG BEACH LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - MARINA DEL REY LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - MIRA MESA LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - MURRIETA LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - NORWALK LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - ORANGE HILLS, LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - POINT LOMA LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - PORTOLA HILLS LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,

UNITED PARTNERS - POWAY LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - RANCHO CUCAMONGA LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - REDONDO BEACH LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - SAN MATEO LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - SOUTH OGDEN LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - STUDIO CITY LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - THOUSAND OAKS LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - TIERRASANTA LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - VALENCIA LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - VILLA PARK LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,
UNITED PARTNERS - VISTA LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company, and
UNITED PARTNERS - WESTWOOD LLC, d/b/a Z-Ultimate Self Defense Studios, a California limited liability company,

Defendants.

SECOND TRIAL PREPARATION CONFERENCE ORDER

Blackburn, J.

Pursuant to Fed. R. Civ. P. 16(e), D.C.COLO.LCivR 16.3, and D.C.COLO.LCivR 43.1, the court enters this **Trial Preparation Conference Order**.

IT IS ORDERED as follows:

1. That trial by jury shall commence **July 18, 2016**, at 8:30 a.m., in courtroom A1001, located on the 10th Floor North, of the Alfred A. Arraj, United States Courthouse Annex, 901 19th Street, Denver, Colorado 80294, at which all parties shall appear in person without further notice, order, or subpoena;

2. That the court reserves ten (10) days for trial:

- Monday, July 18, 2016, through Thursday, July 21, 2016,
- Monday, July 25, 2016, through Thursday, July 28, 2016, and
- Monday, August 1, through Tuesday, August 2, 2016;

3. That counsel and any *pro se* party shall appear in courtroom A1001 on the first day of trial at 8:00 a.m., to review and discuss with the courtroom deputy clerk and the court, if necessary, any final details, arrangements, or requirements concerning the trial;

4. That a combined Final Pretrial Conference and Trial Preparation Conference (conference) shall commence on **June 24, 2016**, at 2:30 p.m., in courtroom A1001;

5. That lead counsel and any *pro se* party shall attend the conference;

6. That for use and consideration during the conference, the parties shall prepare and submit a proposed Final Pretrial Order in the time, manner, and form prescribed by D.C.COLO.LCivR 16.3 and the “Instructions Final Pretrial Order” in the **Local Rules of Practice - Forms**¹; except that the proposed final pretrial order under section “**6.EXHIBITS**” shall not require the parties to list the exhibits to be offered by each party as otherwise required under subsection “a” (See *instead*, paragraph 8, *infra.*), and shall provide under subsection “b” that copies of exhibits must be provided to opposing counsel or any *pro se* party no later than 45 days before trial and that objections to the exhibits must be served by personal delivery, electronic mail, or facsimile no later than 30 days before trial;

7. That at the outset of the conference, the parties shall submit one Parties’ Joint Exhibit List on the form required by the court (an original for the court with copies for the

¹ Available at <http://www.cod.uscourts.gov/CourtOperations/RulesProcedures/Forms.aspx>

courtroom deputy clerk, the court reporter, and all other parties) and in addition to the information required to be submitted under section “**6.WITNESSES**” of the final pretrial order, each party shall submit on the Witness List form required by the court (an original for the court with copies for the courtroom deputy clerk and all other parties) a “will call” witness list enumerating the name and address (city or county and state only) of each witness that will be called and a “may call” witness list enumerating the name and address (city or county and state only) of each witness that may be called; provided, furthermore, that the “will call” witness list constitutes a representation on which the court and every other party may rely that the witnesses listed will be present and available to testify during trial;

8. That pursuant to REB Civ. Practice Standard III.A.4.b., immediately before commencement of trial, the parties shall submit to the courtroom deputy clerk the exhibits identified in their joint exhibit list (a set of original exhibits for use by the witnesses and copies for the court, the courtroom deputy clerk, opposing counsel (one set per party), and any *pro se* party);

9. That at the conference the parties shall be prepared to review and discuss, *inter alia*, the following:

- a. the proposed Final Pretrial Order;
- b. stipulated and proposed jury instructions and verdict forms;
- c. *voir dire* questions;
- d. the jury selection process and the use of juror questionnaires;
- e. identification of all persons permitted to be seated at each party’s table;
- f. the pronunciation of problematic party’s and witness’ names;

- g. the names or monikers that may be used when referring to a party or a witness;
- h. identification of “will call” and “may call” witnesses;
- i. use of deposition testimony:
 - 1. designation of specific testimony by page and line; and
 - 2. identification of the person selected to read deposition answers;
- j. use of video depositions:
 - 1. resolution of objections;
 - 2. pretrial redaction, if necessary; and
 - 3. arrangements for necessary equipment to broadcast the deposition;
- k. issues concerning witnesses and exhibits;
- l. the allocation of trial time between the parties;
- m. the admission of stipulated exhibits or exhibits about which there are no objections;
- n. timing of publication, if any, of trial exhibits to the jury;
- o. anticipated evidentiary issues;
- p. the necessity for cautionary or limiting instructions;
- q. requests or requirement for trial briefs;
- r. exemptions from the order of sequestration of witnesses;
- s. security precautions, requirements, or issues;
- t. training on the use of courtroom technology; and
- u. transporting and bringing equipment, models, props, or other property

into the courthouse and courtroom for use during trial;² and

v. courtroom etiquette and protocol;

10. That unless ordered otherwise, each side shall be permitted voir dire examination not to exceed 15 minutes following voir dire examination by the court, but shall not reiterate questions previously propounded by the court or another party;

11. That unless ordered otherwise, the jurors shall not be sequestered before deliberations;

12. That trial witnesses subject to sequestration under Fed. R. Evid. 615 shall be sequestered by order entered *sua sponte* immediately before opening statements;

13. That unless ordered otherwise, opening statements shall be limited to **thirty (30)** minutes per party;

14. That the court will not engage in the examination of any witness, except to eschew plain error;

15. That objections made in the presence or hearing of the jury, i.e., so-called “speaking” objections, shall be stated as succinctly as practicable and supported by recitation of apposite authority when possible; however, neither counsel nor a pro se party shall speechify an objection in the presence or hearing of the jury [Review Fed. R. Evid. 103(d) and 104(c)];

16. That unless interrupted by the court, in marshaling motions or objections

² The court has audio, video, audio-visual, evidentiary presentation, and other special equipment that may be used by the parties. A listing of available equipment can be found on the District Court’s website at <http://www.cod.uscourts.gov/AttorneyInformation/GeneralAttorneyInformation.aspx> under “Courtroom Technology Manual for Attorneys.” Arrangements for training on courtroom technology must be made with the courtroom deputy clerk, **Kathleen Finney, at (303)335-2099**, at least 14 days before trial. Notify the courtroom deputy clerk no later than **fourteen (14) days** before the date and time you need such equipment or need your own equipment to be brought through security for use in the courtroom.

during trial, the following sequential protocol shall be observed: objection, response, reply, ruling;

17. That to eliminate or minimize bench or sidebar conferences, each party shall be responsible to inform the courtroom deputy clerk at the conclusion of a trial day about any issue which should be considered before commencing trial on the next scheduled day of trial and at the outset of a trial day about any issue which should be considered at the conclusion of that trial day;

18. That to facilitate preparation, marshaling, and consideration of proposed jury instructions and verdict forms consistent with REB Civ. Practice Standard V.C.4., the plaintiff shall identify and enumerate each individual jury instruction in the heading or title as INSTRUCTION NO. P-1, P-2, P-3, etc., and the defendant shall identify and enumerate each individual jury instruction in the heading or title as INSTRUCTION NO. D-1, D-2, D-3, etc. [Note: for multiple defendants, each defendant shall identify and enumerate each individual jury instruction in the heading or title as INSTRUCTION NO. [insert defendant's name or abbreviated name]-1, [insert defendant's name or abbreviated name]-2, [insert defendant's name or abbreviated name]-3, etc.]; provided, furthermore, the parties shall similarly identify and enumerate all proposed verdict forms and special interrogatories;

19. That unless ordered otherwise, closing argument shall be limited to forty-five **(45)** minutes total for each party;

20. That not later than five (5) business days before commencement of trial, counsel and any pro se party shall file and provide the court, the court reporter, the courtroom deputy clerk, opposing counsel, and any pro se party with a glossary of any

difficult, unusual, scientific, technical, and/or medical jargon, words, names, terms and/or phrases;

21. That for additional information about courtroom protocol, courtroom technology and training, trial preparation, transportation of items into the courthouse and courtroom, or submission of trial exhibits, the courtroom deputy clerk, **Kathleen Finney**, at **(303)335-2099**, should be contacted; and

22. That this order supplants and supersedes the **Trial Preparation Conference Order** [#38] entered July 9, 2014.

Dated April 30, 2015, at Denver, Colorado.

BY THE COURT:



Robert E. Blackburn
United States District Judge