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January 22, 2007

The Honorable Richard D. Bennett
United States District Court
District of Maryland
U.S. Courthouse - Chambers 5D
101 W. Lombard Street
Baltimore, MD 21201

Re: **Snyder v. Phelps, et al.**
Civil No. RDB 06-1389

Dear Judge Bennett:

Plaintiff has requested this conference and this letter is submitted pursuant to your Order, by means of letter, dated November 28, 2006. In general, Plaintiff is requesting two issues be resolved. First, Plaintiff is requesting a Protective Order concerning any discovery conducted outside of Maryland, and in particular, discovery in Kansas. Second, Plaintiff is requesting a Confidentiality Order concerning discovery.

As an accommodation to Defendant Phelps and based upon defense counsel's representation to the Court concerning Defendant Phelps' health, Plaintiff's counsel was willing to travel to Kansas to depose Defendant Phelps. In that regard, Plaintiff and his counsel requested that the Defendants agree not to sue, serve process, or file any ethics complaints based upon any discovery conducted in Kansas. More specifically, Defendants were asked to sign a Stipulation and Consent Order and the Phelps-Chartered Law Firm was a party to that Stipulation. See attached Exhibit A. Under the proposed Stipulation, the Phelps-Chartered Law Firm agreed not to represent anyone in a suit against Plaintiff or Plaintiff's counsel concerning discovery conducted in Kansas. Defendants refused to sign the Stipulation and Consent Order and proposed their own Stipulation. See attached Exhibit B.

Defendant Westboro Baptist Church, Inc. ("WBC") is typically represented by the Phelps-Chartered Law Firm, and in fact, all of its members are represented by the Phelps-Chartered Law Firm. Defense counsel, Mr. Katz, has repeatedly made clear that he only represents the named Defendants in this matter. The only way to adequately assure Plaintiff and his counsel that the deposition in Kansas is not being used as subterfuge to establish jurisdiction is for the Court to issue a Protective Order substantially like Exhibit A. Alternatively, Plaintiff is requesting that Defendant Phelps be deposed in Maryland.

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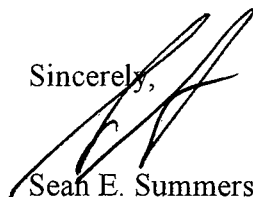
Next, Plaintiff requested that Defendants sign a Confidentiality Agreement and Consent Order. See attached Exhibit C. By means of discovery requests, Defendants have sought medical records, financial information, religious-related information, information concerning a divorce, information concerning Matthew Snyder's military records and a variety of other documents, all of which are personal in nature. Some of the documents are being requested to harass the Plaintiff and will be objected to in accordance with the Rules of Civil Procedure. However, some documents, for example medical records, will be produced. In that regard, Plaintiff sought a Stipulation, as more fully described in Exhibit C, concerning confidentiality. In particular, Plaintiff is concerned about medical records and what Defendant Phelps and WBC members might do with the medical records.

Medical records by their very nature contain personal and private information. The purpose of discovery is to allow the parties to present their claims or defenses. Defendant Phelps is not a physician and will not be able to assist counsel concerning medical records. Plaintiff does not object to counsel and any retained experts having the medical records. However, there is no legitimate reason to reveal the medical records to Defendants. Notwithstanding the obvious personal nature of medical records, Defendants have shown a propensity to post documents on the internet. In addition to the allegations in the Complaint, WBC has attached divorce proceedings concerning some of their victims on their webpage. See www.godhatesfags.com/writings/20051211_morris-dees-splc-pdf. WBC even posted deposition transcripts on their website. Id. As the Court knows, Defendants did not hesitate to attach irrelevant divorce proceedings to a pleading. Importantly, Defendant Phelps and his children have a history of abusing legal process and violating ethical rules. See State v. Phelps, 226 Kan. 371, 598 P.2d 180 (1979); In re Phelps, 204 Kan. 16, 459 P.2d 172 (1969); In re Matter of Fred W. Phelps, Jr., 244 Kan. 596, 771 P.2d 936 (1989); and In re Matter of Margie J. Phelps, 244 Kan. 600, 771 P.2d 934 (1989).

In sum, there is no legitimate reason for the Plaintiff's refusal to sign the Stipulation and Consent Order, attached as Exhibit A. Defendants' hesitation to sign this Stipulation reveals their underlying motive to use the Plaintiff's or Plaintiff's counsel's presence in Kansas as a basis to establish jurisdiction. In addition, Defendants themselves have no legitimate reason to see Plaintiff's medical records, and considering Defendants' pattern of attacking their victims, Plaintiff is entitled to have his medical records remain private.

I certify that on January 16, 2007, that I participated in a telephone conference with defense counsel and Ms. Margie Phelps in an effort to resolve this matter without the necessity of Court intervention.

Sincerely,



Sean E. Summers

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Enclosures

BarleySnyder

ATTORNEYS AT LAW

EXHIBIT A

**EXHIBIT
DIVIDER**

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

ALBERT SNYDER,
Plaintiff

v.

FRED W. PHELPS, SR.,
JOHN DOEs, JANE DOEs, and
WESTBORO BAPTIST CHURCH, INC.
Defendants

Civil Action No. 06-CV-1389 RDB

STIPULATION AND CONSENT ORDER CONCERNING DISCOVERY

By stipulation of the parties, this agreement shall govern any and all discovery outside of the District of Maryland.

I. BACKGROUND

1. The parties by and through counsel, conducted a scheduling conference with the Court on November 28, 2006. The Court authorized the parties to begin discovery.

2. Defendant Phelps, by and through counsel, represented to the Court that his current physical health made travel to Maryland for a deposition difficult.

3. Based upon defendant Phelps' representation, plaintiff has agreed to depose defendant Phelps in Kansas as an accommodation to defendant Phelps.

II. KANSAS DEPOSITION

4. No counsel of record are admitted to practice law in Kansas.

5. Neither plaintiff nor any of plaintiff's counsel have conducted business in Kansas, have any contacts there and will be appearing in that forum for the limited purpose of discovery.

6. Plaintiff accepted Kansas as the forum for deposing defendant Phelps solely as an accommodation to defendant Phelps age and asserted physical ailments.

7. Plaintiff has alleged that defendant Phelps traveled to Maryland with other members of defendant Westboro Baptist Church, Inc. (“WBC”). These unnamed defendants have been identified as “John and Jane Doe” in the Complaint. The identities of the unnamed defendants have been requested via interrogatories and responses are due on or about January 22, 2007.

8. At the appropriate time, plaintiff will file a Motion to Amend the Complaint to join and identify the unnamed defendants. In general, the unnamed defendants are the adult WBC members that allegedly protested and disrupted Lance Corporal Matthew Snyder’s funeral, as more fully described in the Complaint. Additionally, the unnamed defendants allegedly defamed the plaintiff on WBC’s website - www.godhatesfags.com - as more fully described in the Complaint. All unnamed defendants are related to defendant Phelps and, in addition, are members of WBC.

9. Defendant Phelps is the leader of WBC.

10. WBC is located in Topeka, Kansas. Its members live in the immediate vicinity of WBC.

11. Plaintiff’s counsel has offered to depose the unnamed defendants while they are in Kansas for the deposition of Fred Phelps.

12. In the interest of limiting the burden on all parties, the costs of litigation and travel expenses, plaintiff offered to combine the depositions of the unnamed defendants during the same timeframe defendant Phelps is deposed in the interest of limiting the burden on all parties, the costs of litigation and travel expenses. Plaintiff reasonably anticipates the depositions will take three consecutive days to complete.

13. The first three day period that Mr. Katz is available is in March of 2007. Plaintiff's counsel is available during this same timeframe or earlier.

14. The unnamed defendants will make themselves available for a deposition in Kansas during the same timeframe agreed upon for defendant Phelps' deposition. Plaintiff will provide the names of all deponents thirty days prior to defendant Phelps' deposition.

15. In the event that the unnamed defendants are not available or choose not to be deposed during the timeframe of defendant Phelps' deposition, unnamed defendants will travel to Maryland for their respective depositions.

III. JURISDICTION

16. The parties agree that plaintiff and plaintiff's counsel's are appearing in Kansas as an accommodation to the defendants and for the sole and limited purposes described above.

17. Participation by plaintiff or plaintiff's counsel in depositions in Kansas does not establish personal jurisdiction of state or federal courts of Kansas over plaintiff or of any of Plaintiff's counsel or fulfill the minimum contacts required to defend any actions in Kansas.

18. Defendants agree not to serve or attempt to serve plaintiff or any of his counsel with legal process while in Kansas or otherwise utilize their presence in Kansas as a predicate for establishing personal jurisdiction of any of them.

19. Defendants agree not to initiate or pursue any action against plaintiff or his counsel for any act or omission concerning or related to discovery in Kansas. The sole purpose for the plaintiff or his counsel to travel to Kansas is to accommodate the defendants in the discovery process.

20. Defendants agree not to initiate or pursue any ethical complaints against plaintiff's counsel. Further, in the event defendants or their counsel believe a rule requires them to file an ethics complaint, defendants will seek leave of court before filing any such complaint.

21. The parties agree that the sole and exclusive jurisdiction of any and all disputes by and between the parties or their counsel is the District of Maryland.

22. Mr. Jon Katz, Esquire, represents the defendants in the above-captioned matter. Phelps Chartered Law Firm represents the defendants in all other matters. Additionally, Phelps Chartered Law Firm represents all other WBC members.

23. The Phelps Chartered Law Firm attorneys are defendant Phelps' children and defendant Phelps is the founding member of the Phelps Chartered Law Firm. See www.phelpschartered.com/FirmHistory.

24. Although attorneys from the Phelps Chartered Law Firm have not entered their appearance in the within action, Mr. Katz has provided them with this Stipulation and Consent Order.

25. The Phelps Chartered Law Firm and their attorneys agree to be bound by the within Stipulation and Consent Order. In addition, the Phelps Chartered Law Firm agrees not to represent any person or entity in any action or claim against the plaintiff or his counsel concerning or related to discovery in Kansas. By signing this Stipulation and Consent Order, Phelps Chartered attorneys are not entering their appearance in this matter.

26. Similarly, the Phelps Chartered Law Firm and its attorneys agree not to file any ethics complaints against plaintiff's counsel. In the event that the Phelps Chartered Law Firm or its attorneys believe a rule requires them to file an ethics complaint, Mr. Katz, on their behalf, will seek leave of Court before filing any such complaint.

27. The parties agree that the Court may enforce the within Stipulation and Order with contempt powers.

28. In the event that either party or the Phelps Chartered Law Firm violates this agreement or Order, the violating party shall pay the non-violating parties attorney fees.

29. In the event that any WBC member, entity or person related to defendant Phelps files an action against the plaintiff or his counsel, the defendants concur in any and all motions to transfer venue from any Court to the District of Maryland.

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ATTORNEYS AT LAW

EXHIBIT B

EXHIBIT DIVIDER

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
Baltimore Division**

ALBERT SNYDER,)	
)	
Plaintiff)	Civil Action No. 06-CV-1389-RDB
)	
FRED W. PHELPS, SR., et al,)	
)	
<u>Defendants.</u>)	

STIPULATION AND CONSENT ORDER CONCERNING DISCOVERY

By stipulation of the parties, this agreement shall govern the taking of depositions of defendant Fred W. Phelps, Sr. (“Phelps”) and the corporate representative of defendant Westboro Baptist Church, Inc. (“Westboro”).

1. The parties by and through counsel conducted a scheduling conference with the Court on November 28, 2006. The Court authorized the parties to begin discovery.
2. The parties have agreed that the depositions of defendant Phelps and the corporate representative of defendant Westboro will be taken in Topeka, Kansas.
3. No counsel of record is admitted to practice law in Kansas.
4. Neither plaintiff nor any of plaintiff’s counsel are conducting business in Kansas at this time, or have any other contacts there, and will be

appearing in Topeka, Kansas, for the limited purpose of taking depositions.

5. Plaintiff and his counsel accepted Topeka, Kansas as the forum for deposing defendant Phelps and the corporate representative of defendant WBC solely to accommodate those defendants.
6. The parties and their counsel are all available for these depositions on , 2007, so they will be taken on that date.
7. Defendants agree that they will not use the occasion of plaintiff or any of plaintiff's counsel traveling to Kansas for these depositions as the occasion to serve process, summons, or any other kind of legal process on plaintiff or any of his counsel.

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ATTORNEYS AT LAW

EXHIBIT C

EXHIBIT DIVIDER

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

ALBERT SNYDER,
Plaintiff

v.

FRED W. PHELPS, SR.,
JOHN DOEs, JANE DOEs, and
WESTBORO BAPTIST CHURCH, INC.
Defendants

Civil Action No. 06-CV-1389 RDB

CONFIDENTIALITY AGREEMENT AND CONSENT ORDER

By stipulation of the parties, this agreement shall govern the exchange of confidential information produced by all parties hereto.

1. The parties have exchanged discovery requests, and in some cases have served responses to those requests. The parties wish to preserve the confidentiality of that information and those documents which they believe to be confidential and/or private in nature.

2. The term "confidential information" as used herein shall mean any and all documents or testimony that contain or disclose information that is considered to be confidential, private, or personal, which is designated as confidential by the supplying party, person, or entity, whether it be a document, information contained in a document, computer file or other media, information revealed during a deposition, information revealed in an interrogatory answer or otherwise. The term confidential information shall also include notes, analysis, compilations, studies or other materials, in whatever format or medium, which contain or otherwise reflect such confidential information. The term confidential information shall also include information communicated during discussions

or meetings directly related to or derived from confidential information. Confidential information shall also include all copies and summaries of any confidential information.

3. Each document that counsel contends in good faith contains any confidential information shall be marked "CONFIDENTIAL" on each page.

4. Any party may object to the propriety of the designation of material as "confidential" by serving a written objection on the producing party's counsel within 14 calendar days of being notified of such designation or within 14 calendar days of the entry of this Order, whichever comes later. Such objection shall state the reasons for the objection. The producing party shall thereafter, within 7 business days, respond to such objection in writing by either (a) agreeing to remove the designation; or (b) stating the reasons why the designation was made. Thereafter, if the objecting party and the producing person are subsequently unable to agree, the objecting party shall submit to the Court a motion within seven (7) calendar days of receiving written notice that the non-producing party is pressing its objection. Should any document be inadvertently produced without being designated as confidential, such production shall not waive the privilege as to the document or any other document produced with the proper designation.

5. Testimony given at a deposition may be designated as confidential by an appropriate contemporaneous statement or by designation via correspondence within twenty days from the date of receipt of the transcript.

6. Confidential information shall be held in confidence by each person to whom it is disclosed, shall be used only for the purposes of this proceeding, shall not be used for any business purpose, and shall not be disclosed by any person not designated in

paragraph 8 herein. All confidential information shall be carefully maintained so as to preclude access by persons not designated in paragraph 8 herein.

7. All confidential information or excerpts thereof may be referred to in interrogatory answers, motions and briefs, and may be used in depositions and marked as deposition exhibits in this proceeding, provided that they are appropriately marked as set forth in paragraphs 3 and 4 above.

8. Confidential information or excerpts thereof shall be disclosed only to the following persons subject to the following conditions:

- a. counsel of record who have entered their appearance and executed this Agreement, and the staff of their law firms;
- b. parties, officers, employees, agents or representatives of the parties who may have access to the material in order to assist counsel of record who have executed this agreement, provided that each such person agrees to be bound by this Confidentiality Agreement by signing a statement that he or she has read this Agreement and agrees to be bound by its terms;
- c. consultants or expert witnesses specifically retained for the purpose of this lawsuit;
- d. amicus counsel who have executed this Agreement; and
- e. medical information shall be marked for "Attorneys' eyes only" and shall be reviewable only by the attorneys to the proceeding that have entered their appearance and any consultants retained by the parties, so long as those consultants execute a confidentiality agreement consistent with the terms of this Order. All individuals affiliated or associated with the Phelps Chartered Law Firm are precluded from having any access to information marked "Attorney's eyes only."

9. In the event that any person shall violate or threaten to violate any terms of this Confidentiality Agreement, the aggrieved party may immediately invoke any rights at law, in equity or otherwise against any such person.

10. Nothing in this Confidentiality Agreement shall prevent or otherwise restrict any counsel from rendering advice to its client by relying generally on counsel's examination of information designated as confidential.

11. The designation of documents by a party under the terms of this Agreement and in response to a request by opposing party shall not be construed to mean that the party producing the document has waived any objection to the production, relevancy or admissibility of said document. Nothing contained herein shall preclude any party from opposing or objecting to any discovery on any basis.

12. Nothing in this Confidentiality Agreement shall abrogate or diminish any contractual, statutory, or other legal obligation or right of any person with respect to any documents or testimony designated as confidential.

13. No part of the restrictions imposed by this Confidentiality Agreement may be terminated, except by the written stipulation executed by counsel of record for each party or by an order of court for good cause shown. The termination of this proceeding shall not terminate this Confidentiality Agreement.

14. This Confidentiality Agreement shall be without prejudice to the right of any person to apply to the Court for such further Confidentiality Agreements as justice may require.

AGREED BY:

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DATED: _____

DATED: _____

So Ordered:

RICHARD D. BENNETT, UNITED STATES DISTRICT JUDGE

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