

The Honorable Ronald B. Leighton

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

ADVOCARE INTERNATIONAL, L.P., a
Texas limited partnership,

Plaintiff,

v.

RICHARD PAUL SCHECKENBACH,
Individually and as part of the marital
community; *et al.*,

Defendants.

No. C08-5332 RBL

STIPULATED AMENDMENT TO
PRELIMINARY INJUNCTION (Dkt #435)

By the signatures of their counsel below, plaintiff AdvoCare International L.P. and the Scheckenbach defendants (Richard Scheckenbach, Carol Gillette, Ascential Bioscience LLC, Breakthrough Nutrition, Ilcervello Properties LLC, R-Squared Nutrition Inc., and RavenSky LLC) hereby stipulate and agree that the Preliminary Injunction entered by the Court on December 14, 2010 (Dkt #435) may be amended as set forth herein. The Preliminary Injunction, as amended by stipulation of those parties, shall remain in full force and effect pending conclusion of the trial in this matter, agreement of plaintiff and the Scheckenbach defendants, or further order of this Court.

Cause No. C08-5332 RBL
STIPULATED AMENDMENT TO PRELIMINARY
INJUNCTION - 1

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Telephone 206 340-4600

1 Paragraph 3(A) of Dkt #435 is amended as follows:

2 (1) Pacific Continental account #9913 (Carol Gillette) shall be removed from
3 the list of accounts identified in paragraph 3(A) and shall remain frozen.

4 (2) Richard Scheckenbach's Breakthrough Nutrition account with Pacific
5 Continental (#3585) is one of the accounts identified in paragraph 3(A).
6 RavenSky's account with KeyBank (#5850) shall be added to the list of
7 accounts identified in paragraph 3(A) and both it and Breakthrough
8 Nutrition's Pacific Continental account #3585 may be used to pay the
9 combined \$5000/month living expenses. Neither Pacific Continental
10 Bank nor KeyBank shall be obligated to monitor withdrawals from these
11 accounts.
12

13 (3) Within 10 business days following the end of each month plaintiff shall be
14 provided with a sworn statement identifying the withdrawals (dates and
15 amounts) from each account for the preceding month's living expense
16 allowance. This requirement is in addition to the requirement to provide
17 account statements pursuant to Paragarph 1(A).
18

19 2. Paragraph 3(C) of Dkt #435 is amended to reflect that the funds in Carol
20 Gillette's ING account #4457 and Carol Gillette's KeyBank account #5924 may not
21 be transferred to Breakthrough Nutrition's Pacific Continental account #3585 or
22 RavenSky's KeyBank account #5850. Carol Gillette's ING account #4457 and Carol
23 Gillette's KeyBank account #5924 shall remain frozen.

24 3. Paragraph 7(A) of Dkt #435 is hereby amended to reflect that RavenSky's
25 KeyBank account #5850 is unfrozen and Pacific Continental account #9913 (Carol
26

1 Gillette) is now frozen. All other accounts listed in Paragraph 7(A) remain frozen.
2 Carol Gillette may not close KeyBank account #5924 or ING account #4457 or
3 transfer all or any portion of the funds on deposit in those accounts to any person.

4 4. Paragraph 2(A)(3) of Dkt #435 is hereby amended to reflect that:

5 (1) Withdrawals from or surrenders of Richard Scheckenbach's and/or Carol
6 Gillette's SEP-IRA retirement accounts with Prudential (Annuity #s 7734 and
7 7776) and/or their insurance policies (Northwestern Mutual Life Insurance #s
8 2701, 4191 and 6488) may be deposited into RavenSky's KeyBank account
9 #5850 but such withdrawals or surrenders may be used only to pay attorneys'
10 fees/costs and any associated taxes and living expenses. Any payments from
11 RavenSky's KeyBank account #5850 for living expenses are subject to the
12 limitations set forth in Paragraph 3(A) of Dkt #435.

13 (2) Neither Prudential nor Northwestern Mutual Life Insurance Company is
14 obligated to monitor any withdrawals from or surrenders of any of the
15 accounts described above.

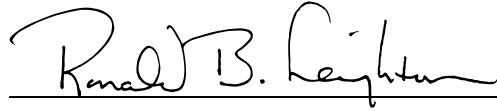
16 (3) KeyBank is under no obligation to monitor any withdrawals or payments from
17 RavenSky's account #5850.

18 5. The requirements set forth in Paragraph 2(A)(4) shall remain in effect.

19 6. By the close of the business day following entry of this Amended Preliminary
20 Injunction, plaintiff shall provide a copy of this Amended Preliminary Injunction to
21 Pacific Continental Bank, KeyBank, ING, Prudential and Northwestern Life
22 Insurance Company and shall, contemporaneously therewith, provide a copy of the
23 communication to the Scheckenbach defendants. The Scheckenbach defendants may
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25
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1 also provide a copy of this Amended Preliminary Injunction to those persons; if they
2 do, they will, contemporaneously, provide a copy to plaintiff.

3 DATED this 23rd day of December, 2010.

4
5 

6 RONALD B. LEIGHTON
7 UNITED STATES DISTRICT JUDGE

8 Approved for Entry:

9 Schwabe, Williamson & Wyatt, P.C
10 David R. Ebel, WSBA #28853
11 Alex I. Poust, WSBA #22660

12 SCHEEF & STONE, LLP

13 By: /s/ C. Brenton Kugler
14 C. Brenton Kugler
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18 *ADMITTED PRO HAC VICE*

19 *Attorneys for Plaintiff*
20 *AdvoCare International, L.P*

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22 By: /s/ Philip E. Cutler
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24 *Attorneys for Defendants Sheckenbach, Gillette,*
25 *Ascential Bioscience, Breakthrough Nutrition,*
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Nutrition