
UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

Three Angels Broadcasting Network, Inc.,
an Illinois non-profit corporation, and
Danny Lee Shelton, individually,

Case No. 07-40098-FDS

Plaintiffs,

v.

Gailon Arthur Joy and Robert Pickle,

Defendants.

PLAINTIFFS' PROPOSED CONFIDENTIALITY ORDER

NOW COME Plaintiffs Three Angels Broadcasting Network, Inc. and Danny Shelton pursuant to the March 10, 2008 Order of the Honorable Magistrate Judge Timothy S. Hillman and Fed. R. Civ. P. 26(c) and submit the attached proposed Confidentiality Order to govern the discovery and production of documents, information and materials by any person or entity in relation to this case that any Party feels are confidential.

Dated: March 20, 2008

FIERST, PUCCI & KANE, LLC

/s/ J. Lizette Richards

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and

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**Attorneys for Plaintiffs Three Angels
Broadcasting Network, Inc. and
Danny Shelton**

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF), and paper copies will be sent to those indicated as non-registered participants March 20, 2008.

Dated: March 20, 2008

/s/ J. Lizette Richards

J. Lizette Richards

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Defendants.

CONFIDENTIALITY ORDER

THE ABOVE ENTITLED MATTER came on for hearing before the Honorable Magistrate Judge Timothy Hillman on Friday, March 7, 2008 upon Plaintiffs Three Angels Broadcasting Network, Inc. and Danny Lee Shelton's Motion for Protective Order. Attorneys Jerrie M. Hayes and J. Lizette Richards appeared on behalf of Plaintiffs, Defendant Robert Pickle appeared (telephonically) *pro se*, and Defendant Gailon Joy appeared *pro se*.

Based upon the pleadings, the written and oral submissions of the parties, the proceedings before the Court, and the file and record in this matter, this Court hereby ORDERS that, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Following Protections, Directives and Procedures shall govern the discovery and production of documents, information and materials by any person or entity in relation to this case:

SCOPE

A. This Order shall apply to all documents, and to other information produced during discovery by any of the above-named parties, or their present or former agents, employees, or representatives (hereinafter individually “Party” and collectively, “Parties”), and by any third-party, or their present or former agents, employees, or representatives (hereinafter individually “Third Party” and collectively, “Third Parties”), whether produced voluntarily or by subpoena, as to which any Party asserts a claim of confidentiality (“Confidential Information”) or trade secret (“Trade Secret Information”).

B. The provisions of this Order extend to all designated Highly Confidential, Confidential, and Trade Secret Information, regardless of the manner in which it is produced or disclosed, including but not limited to responses to requests for production of documents and things, interrogatory answers, responses to requests for admissions, deposition transcripts, deposition exhibits, responses to subpoenas, and any other discovery materials produced by a party in response to or in connection with any discovery conducted in this litigation, and to any copies, notes, abstracts or summaries of the foregoing materials.

DEFINITIONS

C. As used herein, the term “**document**” shall have the meaning provided in Rule 34 of the Federal Rules of Civil Procedure and D. Mass. L. R. 26.5 and shall encompass any and all writings of any kind, including without limitation, letters, memoranda, notes, transcripts, computer tapes, discs, printouts, cartridges, recordings, keypunch cards, e-mail messages and attachments and all similar materials, whether electrically, mechanically, or manually readable. The term “document” as used herein is to be given the broadest definition and interpretation.

D. As used herein, the term “**Highly Confidential Information**” shall consist of any 3ABN donation information, including but not limited to the donors’ names, addresses, phone numbers, social security numbers or any other specific or general information, including the date(s) of donation, the amount of donation, the means of donation, the donation designation, or the manner of the donation’s expenditure, that would enable the donor to be individually identified.

E. As used herein, the term “**Confidential Information**” shall consist of all non-public financial, accounting, auditing, banking and bookkeeping documents related to the administration and operation of Three Angels Broadcasting Network, Inc. and all non-public financial, accounting, auditing, banking and bookkeeping documents related to the personal finances of Plaintiff Danny Shelton that are of a highly sensitive nature and the disclosure of which would result in a clearly defined injury, undue burden or embarrassment to the producing or designating party.

F. As used herein, the term “**Confidential Information**” shall not consist of any information which at any time has been: (a) produced, disclosed or made available by a Party or Third Party to the public or otherwise available for public access; and/or (b) disclosed by a Party or Third Party in connection with any governmental public filing and which documents or information could not reasonably be assumed to be or have been intended to be kept confidential. Documents produced by a Party or Third Party to the Federal Communications Commission in connection with the sale, purchase or licensing of radio or television transmission facilities or operations or documents produced by a Party or Third Party to the Department of Justice in connection with any investigation or compliance matter are not documents disclosed in

connection with a governmental public filing or otherwise deemed to have been made available to the public.

G. As used herein, the term “**Trade Secret Information**” shall consist of all non-public, proprietary, sensitive business operations and administrative information, whether or not formally protected by copyright or trademark, concerning a commercial plan, process, mechanism, tool or compound, the disclosure of which would result in a clearly defined injury or competitive disadvantage to the producing or designating party.

DESIGNATION

H. The Parties must initially designate documents or information as Confidential Information or Trade Secret Information prior to the actual production of the document or information by a Party and must do so by placing the notation “Confidential” or “Trade Secret” on every page of each document so designated. Confidential Information or Trade Secret Information so designated shall be treated as such by all non-producing parties to this action (collectively, the “Receiving Parties”) unless the Court shall rule otherwise.

I. The Designation of witness deposition testimony as Confidential Information or Trade Secret Information shall be accomplished by a statement to that effect during the deposition, or by a follow-up written designation, sent within twenty (20) days after receipt of the transcript of that deposition, identifying the specific portions of the deposition transcript and exhibits being designated as Confidential Information or Trade Secret Information by placing the notation “Confidential” or “Trade Secret” on every page of the deposition transcript so designated. Documents or deposition testimony not so designated are not subject to this Order.

J. If any Third Party produces any documents, information or materials as a result of a third party subpoena, the subpoenaing Party (the “Requesting Party”) shall notify all opposing Parties (the “Notified Parties”) immediately and prior to review of the documents, information or materials by the Requesting Party and prior to disclosure of the documents, information or materials to any co-parties (i.e. co-Plaintiffs or co-Defendants)(the “co-Parties”). Within three (3) days of receipt of the Third Party documents, information or materials, and prior to review or disclosure of the documents, the Requesting Party shall make the documents, information or materials available for inspection by the Notified Parties and for designation as Confidential Information or Trade Secret Information by the Notified Parties. Only after the Third Party documents, information or materials have been inspected and designated as “Confidential” or “Trade Secret” by the Notified Parties shall the Requesting Party review the documents, information or materials or disclose the documents, information or materials to co-Parties. If, after having been provided with notification and an opportunity to inspect and designate the Third Party documents, information or materials, the Notified Parties have not completed inspection and designation of the Third party documents, information or materials within thirty (30) days of the date of notice, the Third Party documents shall be deemed neither Confidential Information nor Trade Secret Information and shall be available for review and disclosure by the Requesting Party.

K. The inadvertent failure to designate materials produced as Confidential Information or Trade Secret Information may be corrected at any time by written notice, which designation shall operate prospectively pursuant to the terms of this Order.

PRODUCTION, USE AND DISSEMINATION

L. Without limit or exception, or until ordered otherwise by this Court, the production, disclosure or dissemination of Highly Confidential Information shall be prohibited.

M. All materials produced in connection with this litigation, including but not limited to all materials designated as “Confidential” or “Trade Secret” shall be used for the purposes of this lawsuit only and for no other purpose, including, without limitation, any business or commercial purpose.

N. Subject to the requirements set forth below, Confidential Information or Trade Secret Information, including any copies, notes, abstracts or summaries thereof, shall be disclosed to and reviewed by only (a) the Producing Parties, (b) the Receiving Parties, (c) the Notified Parties, (d) if the Producing or Receiving Party is represented by counsel in this litigation, then the counsel of record for the Receiving and Notified Parties in this litigation, including that counsel’s legal assistants, secretaries and other staff, as well as outside photocopying or graphics production vendors; (e) the officers, directors, or employees of the Producing Party; (f) if a showing has been made by the Producing, Receiving, or Notified Party of the proposed reviewing person’s knowledge of the Confidential Information or Trade Secret Information, then the authors, addressees, or recipients of the Confidential Information or Trade Secret Information who have been shown to have such knowledge; (g) the Court, court employees, court reporters transcribing testimony herein, and notarizing officers, (e) any person whom all the Parties agree, in advance in writing, may receive such designated information; and (f) expert witnesses, unless a Party objects, pursuant to paragraph O, *infra*.

O. Confidential or Trade Secret Information may be disclosed to expert witnesses provided the Party seeking such use provides the expert witness with a copy of this Order,

obtains from the expert witness a signed Certificate in the form annexed hereto as Exhibit A (“Certification”), and provides to all Parties a copy of the Certification at least ten (10) days prior to the day the Party intends to disclose the material to the expert witness. Such material may not be quoted, copied, or otherwise disclosed by the expert witness in any report or opinion, written or oral, that the expert prepares or gives in connection with this action except in accordance with this Order and the expert must be notified of this prohibition, in writing, at the time the material is disclosed to him or her. Any Party may object to and make a motion prohibiting disclosure of Confidential or Trade Secret Information to any expert and no disclosure shall be made unless the motion is resolved in favor of the Party who retained the expert.

P. Confidential or Trade Secret Information may be disclosed to deposition witnesses only if the witness is provided with a copy of this Order and only if the witness signs a Certificate in the form annexed hereto as Exhibit A (“Certification”). All Parties shall be provided a copy of the Certification at least ten (10) days prior to the day the Party intends to disclose the materials to the deposition witness. Such material may not be quoted, copied or otherwise disclosed by the deposition witness in any fashion. Any party may object to and make a motion prohibiting disclosure of Confidential or Trade Secret Information to any deposition witness and no disclosure shall be made unless the motion is resolved in favor of the Party who intends to depose the witness.

Q. In the event any Party wishes to use Confidential or Trade Secret Information at a deposition, all persons other than the deponent, court reporter, and other authorized persons as set forth in Paragraphs N through P shall be excused from the deposition during the time that the Confidential or Trade Secret Information are being disclosed or discussed. At the time of the deposition or within twenty (20) days after receipt of the deposition transcript, the producing

party may designate as Confidential or Trade Secret Information certain portions of the transcript which contain or relate to Confidential or Trade Secret Information, or that relate to matters which are deemed confidential. All portions of deposition transcripts shall be treated as Confidential or Trade Secret Information until twenty (20) days after receipt of the deposition transcript by the Producing party.

R. The originals of all Certifications shall be maintained by counsel for the Receiving Party until the final resolution of this litigation. Such Certification shall not be subject to discovery except upon agreement of all the Parties or further order of the Court after application upon notice and good cause shown.

S. No one who has access to Confidential or Trade Secret Information pursuant to this Order shall distribute, disclose, divulge, publish, or otherwise make available any Confidential Information or Trade Secret Information, copies thereof, or extracts or summaries therefrom, to any other person, except persons who are also authorized to view or have access to these materials pursuant to this Order, and except for the Court or employees thereof as necessary in the conduct of this particular litigation, unless such persons have first obtained leave of the Court or the written consent of the Producing and Designating Party to disclose such materials.

CHALLENGE

T. The designation given by the Parties to documents, information and materials shall apply unless a Party disputing the designation obtains a court order disallowing the designation.

U. Should any Party object to the designation by the Producing or Designating Party of any particular material as Confidential or Trade Secret Information, such Party at any time may notify the Producing or Designating Party in writing that he or she objects to the designation, specifying with particularity the material he or she believes has been classified improperly and the basis for his or her contention that said document should not be designated as Confidential Information or Trade Secret Information. Upon receipt by the Producing or Designating Party of such written objection, the Parties or counsel for the Parties shall negotiate in good faith to resolve the dispute as to the designation.

V. If the Parties or their counsel are unable to agree upon the handling of the disputed material, counsel for the Receiving party may file with the Court a motion regarding the designation of such material as Confidential or Trade Secret Information. During the pendency of any such objection, dispute or motion, the material in question shall be handled in accordance with the terms of this Order.

W. In any proceeding initiated by a non-producing Party challenging the propriety of the designation of any material as Confidential or Trade Secret Information, the Producing or Designating party shall bear the burden of establishing the propriety of the designation.

X. Nothing contained in this Order shall affect the right, if any, of any Party or witness to make any other type of objection, claim, or other response to discovery requests, including, without limitation, interrogatories, requests for admissions, requests for production of documents or questions at a deposition. If, during the course of discovery, any Party shall find a document in its possession that requires confidentiality protections in addition to those set forth in this Order, such Party may object to production of the document, and should attempt to negotiate in good faith the appropriate level of protection with the other Parties.

FILING

Y. In every submission or filing with the Court, every document (including motions, memoranda, deposition transcripts, or other items) containing Confidential Information or Trade Information shall be filed with the Clerk under seal in an envelope or container on the face of which shall be stamped:

CONFIDENTIAL

This envelope contains documents which are filed under seal in this case by [name of party] and, by Order of this Court, dated ____, 2008, shall not be opened nor the contents displayed or revealed except as provided in that Order or by further order of the Court.

Z. Submissions filed under seal shall not be available for inspection except by the Court and authorized persons as set forth in Paragraphs N through P, nor shall any unauthorized person be present in the courtroom during motion hearings when any Confidential or Trade Secret Information is discussed or disclosed.

SUBSEQUENT ACTIVITY

AA. Within thirty (30) days after final termination of this action, including all appeals, any recipient of protected information under paragraphs N through P of this Order shall deliver all protected information, including all copies thereof and all documents incorporating or referring to such information, in whole or in part, to counsel for the Party that disclosed the protected information to the Receiving or Notified Party. The Parties shall not retain any copies or reproductions of any Confidential or Trade Secret Information produced in this case and, upon return of said documents, shall provide a signed, written statement confirming that all said documents have been returned and no copies thereof have been retained.

BB. Neither the final resolution or termination of this lawsuit, nor the termination of employment of any person who has access to any Confidential Information or Trade Secret Information under the terms of the Order, shall relieve such person from the obligation of abiding by this Order.

CC. If any person receiving documents covered by this Order (the "Receiver") is subpoenaed or served with a document demand in another action or proceeding, and such subpoena or document demand requests Confidential Information or Trade Secret Information that were designated as such by a party other than the Receiver, the Receiver shall give notice by hand, overnight delivery, or facsimile transmission within five (5) business days of receipt of such subpoena or document demand to such designating party at the following addresses:

For 3ABN or Danny Shelton:

Gerald S. Duffy or Jerrie M. Hayes
Siegel, Brill, Greupner, Duffy & Foster
1300 Washington Square
100 Washington Ave. So.
Minneapolis, MN 55401
(612) 337-6100

AND John P. Pucci or J. Lizette Richards
Fierst, Pucci & Kane
64 Gothic Street
Northampton, MA 01060
(413) 584-8067

For Gailon A. Joy

P.O. Box 1425
Sterling, MA 01564

For Robert Pickle

1354 County Highway 21
Halstad, MN 56548

AS IT IS HEREBY ORDERED, SO SHALL IT HEREAFTER BE DONE.

Dated: _____, 2008

Hon. Judge of Federal District Court

EXHIBIT A

UNITED STATES DISTRICT COURT
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CERTIFICATION OF CONFIDENTIALITY

AND NOW, this ____ day of _____, 200__ I hereby certify that I have read the Confidentiality Order issued by the Court in this action on _____, 2008, that I have been provided with a copy of same, that I understand all of its terms and provisions, and that I agree to be bound by it in all respects.

I declare under penalty of perjury that the foregoing is true and correct.

Signature

Print Name

Print Address