



interests. The Parties represent that they have no wish or intention to use such confidential information for any purpose other than the prosecution and defense of this litigation.

THEREFORE, upon agreement of the Parties, and on a showing that such an Order is needed to prevent unwarranted disclosure of confidential or proprietary information, the Court orders the following:

1. Definitions:

- a. "*Parties*" shall include all parties now named or hereafter joined as a plaintiff, defendant or third-party defendant in this action, and shall include all officers and employees of every corporate party.
- b. "*Document*" shall have the meaning and include the items set forth in 12 OKLA. STAT. § 3234(A)(1), including any electronically stored information.
- c. "*Furnish*" shall mean to provide, file, or deliver for inspection or review to any person or persons, whether voluntarily or involuntarily, whether pursuant to discovery, pretrial exchange or otherwise, in prosecution or defense of this action; or to give testimony or statements of any kind, whether voluntarily or involuntarily, and whether in deposition or in court proceeding.
- d. "*Person*" shall mean any individual, corporation, partnership, association, unincorporated organization or other entity.
- e. "*Confidential Information*" shall mean the contents of any document or transcript of testimony which shall have been designated by any party as confidential because it contains personal and private information, or confidential research, development, commercial or financial information, and any pleadings, briefs, filings or other material containing or otherwise disclosing the contents of such

information. Designation of information as confidential shall be accomplished as follows: With respect to documents, any document produced by any party may be marked or designated in writing at the time it is furnished, in whole or in part, with the legend "CONFIDENTIAL." With respect to deposition testimony, a party shall state on the record all testimony which he intends to designate as confidential.

2. Except as provided below in (A) through (E), documents produced or testimony given under a protective order shall be retained in the office of counsel until required by the Court to be filed in the case. Confidential Information may be disclosed and/or furnished only as follows:
  - a. to counsel of record, including all regular employees of counsel such as legal associates, paralegals, secretaries and other support staff;
  - b. to the Court, *in camera*, and to court reporters, including deposition court reporters and their staff;
  - c. to the deposition or trial witnesses, subject to the terms of paragraph 3;
  - d. to outside experts or consultants employed by counsel for the purpose of assisting in the prosecution or defense of this action, subject to the terms of paragraph 3; and
  - e. to the Parties in this case, or their representatives, for the purpose of assisting in the prosecution or defense of this action, subject to the terms of Paragraph 3.
3. Counsel for the respective parties shall be responsible for informing witnesses, as necessary, of the contents of this Agreed Protective Order. Disclosure to any person specified in subparagraphs 2(c), (d) and (e) shall be permitted only after each such person acknowledges, in writing or under oath, that he has read and understands, and agrees to be

bound by the terms of, this Agreed Protective Order. Such written agreement shall be obtained by securing the signature of any recipient of Confidential Information on Exhibit "A." Counsel disclosing and/or furnishing Confidential Information to any such party shall be responsible for maintaining a file containing the signatures of all such persons to whom Confidential Information has been disclosed. The file shall be made available to opposing counsel at the termination of this litigation, or earlier by agreement of the parties or by order of the court for cause shown.

4. Confidential Information shall at all times during litigation be maintained in the utmost confidentiality by all parties having access to it. Such confidential information in the possession or under the control of the Parties shall be maintained by the Parties if required for compliance with state law. At the conclusion of the litigation, Parties allowed by state law, shall destroy or return to the producing party, confidential information along with all copies, excerpts or summaries therefrom. The termination of this case shall not relieve any person covered by this Agreed Protective Order from the obligation to comply with the terms of it.
5. Counsel desiring to make disclosure of protected information to any person other than those set forth in paragraph 2 above shall make such a request to the party producing the information, and the parties shall attempt to agree on whether such disclosure shall be made. In the event the parties cannot agree, the dispute may be presented to the Court, *in camera*, and disclosure thereafter made upon such terms as the Court may provide.
6. Nothing herein shall be deemed to restrict in any way a party or its attorneys with respect to its own documents or to prevent a party from using or disclosing information obtained from public documents or other documents legally and properly obtained other than pursuant to being furnished in this case.

7. In the event that any party objects to the designation of any information as protected information, that party shall make such objection known to the party furnishing the information, and thereafter counsel shall meet and confer (by telephone or otherwise) to attempt to resolve the dispute. Any such resolution shall be set forth in writing and signed by both parties to the dispute. In the event the dispute is unresolved, the party objecting to the designation shall either present the dispute to the Court *in camera* or provide the party furnishing the information with an adequate and reasonable opportunity to present the matter to the Court *in camera*. In such a case, any information identified as protected information shall remain protected until the Court rules.
8. The entry of the protective order herein shall in no way be a waiver or be prejudicial to any claim that any party would otherwise have regarding the producibility or discoverability of any item about which there is a discovery dispute.
9. If any third party subpoenas or seeks to compel production of any confidential documents or information from the party who has received them under the terms of this protective order, the party who receives such subpoena or who is sought to be compelled to produce shall immediately give notice to the other parties of this action. Any motion relating to such a subpoena or compelled production shall be filed in and decided by this Court, and no production in compliance with any subpoena shall occur until this Court has so ruled.

IT IS SO ORDERED this 16<sup>th</sup> day of January, 2015.

**BARBARA SWINTON**

PATRICIA PARRISH  
District Judge

APPROVED:

CERTIFIED COPY  
AS FILED OF RECORD  
IN DISTRICT COURT

JAN 16 2015

TIM RHODES Court Clerk  
Oklahoma County  
Tim Rhodes



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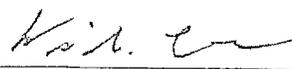
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EXHIBIT "A"

CONFIDENTIALITY AGREEMENT

The undersigned hereby acknowledges that he (she) has read the foregoing Agreed Protective Order dated \_\_\_\_\_, 2015, executed by the attorneys of record for the parties and entered by the Court in the action presently pending in the District Court of Oklahoma County, State of Oklahoma, Oklahoma Department of Securities v. Seabrooke, et al., Case No. CJ-2014-4515, understands the terms thereof, and agrees, upon threat of penalty of contempt, to be bound by such terms.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature