



TULSA COUNTY  
FILED  
DEC 15 2016  
SALLY HOWE SMITH, COURT CLERK  
STATE OF OKLAHOMA, TULSA COUNTY

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

2016 DEC 15 PM 1:20  
SALLY HOWE SMITH  
COURT CLERK

IN RE THE MARRIAGE OF

[REDACTED]

PETITIONER,

and

[REDACTED]

RESPONDENT.

)  
) Case No. [REDACTED]  
)  
) [REDACTED]  
)  
)  
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DISCOVERY PROTECTIVE ORDER

The parties to this action, by and through counsel of record, stipulate and agree that the following Discovery Protective Order is needed to prevent unwarranted disclosure of confidential information, as such the Court orders as follows:

1. This Order is entered by consent of the parties by and through their respective counsel of record.
2. This order shall govern all discovery produced in this case by or relating to Flynt & Kallenberger, Inc. (the "Company"), which may be considered trade secrets, financial information, and/or customer lists, including any depositions taken by either Petitioner or Respondent of any principal, member, or employee of the Company, and all other discovery conducted herein as related to the Company, including any electronically-stored information meeting the above criteria (all

discovery referenced is collectively hereinafter referred to as “Confidential Information”).

3. Petitioner and Respondent have agreed to designate all discovery as defined above, in connection with this case, as “CONFIDENTIAL.”

4. Such Confidential Information shall be used solely for the purpose of the prosecution or defense of this litigation and shall not be disclosed in any manner to any person except as provided in this Order.

5. Counsel for the parties hereto shall be responsible for ensuring that access to Confidential Information shall be permitted only to a) counsel of record and their employees and agents assisting them in this litigation; b) their respective clients; c) outside consultants or experts who are retained to assist the parties in this litigation; d) the court, *in camera*, and to its court reporters; e) deposition court reporters; f) the actual deposition witnesses and disclosed prospective trial witnesses, to the extent the Confidential Information may reasonably be believed to relate to their testimony; and g) others permitted by order of the court. No person having access to any Confidential Information shall disclose in any manner its contents to any person other than those described in this paragraph. No such disclosure shall be made for any purpose other than those specified in this order.

6. Disclosure to any person specified in paragraph 5(c),(f) and (g) shall be permitted only after each such person is made aware of this Order and understands

and agrees to be bound by the terms herein. Such agreement shall be obtained by securing the signature of any recipient of Confidential Information on a copy of this Order. Counsel disclosing Confidential Information to such person shall be responsible for maintaining a file containing the signatures of all such persons to whom Confidential Information has been disclosed; and shall provide counsel for the Company the names of any such persons at the conclusion of the case. The file shall be made available to counsel for the Company at the termination of this litigation; or earlier by agreement of the parties or by order of the court.

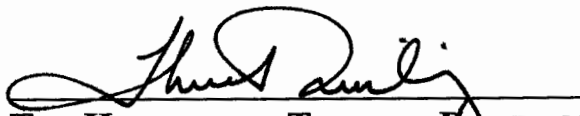
7. No Confidential Information, including briefs or other papers containing reference to Confidential Information, shall be filed except under seal with the legend “THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION AND IS SUBJECT TO A PROTECTIVE ORDER OF THE COURT.”

8. A waiver of any of the terms of this Order will not be effective absent the written consent of both parties and counsel for the Company. Nothing in this order shall prevent a party from seeking additional protection as to information deemed confidential.

9. The provisions of this Order as to confidentiality shall not terminate with the disposition of this action, but shall continue until further order of this court or a Court of any other jurisdiction, or by written agreement of the parties as to its termination.

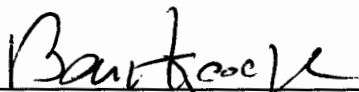
10. Within thirty (30) days of final resolution of this litigation, the parties and/or their counsel shall confirm in writing to counsel for the Company, that all Confidential Information has been returned to the Company's counsel or destroyed. Upon any complete settlement or final judgment covering all issues, the parties agree that all copies of Confidential Information which were introduced by the parties as evidence in this litigation shall be withdrawn from evidence by counsel and returned to counsel for the Company or destroyed as set forth above.

It is so Ordered.

  
THE HONORABLE THERESA DREILING  
JUDGE OF THE DISTRICT COURT  
Dated this 12 day of December, 2016.

PREPARED BY:  
JAMES R. GOTWALS & ASSOCIATES, INC.  
525 South Main, Suite 1130  
Tulsa, Oklahoma 74103-4512  
Telephone: 918-599-7088  
Facsimile: 918-599-7153  
ATTORNEYS FOR PETITIONER

AGREED AS TO FORM:

  
James R. Gotwals, OBA #3499  
Benjamin Aycock, OBA #21472  
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Pamela Rains, Esq.  
208 N. Main St.  
Sand Springs, OK 74063  
Telephone: 918-630-8880  
**ATTORNEY FOR RESPONDENT,**  
[REDACTED]

**CERTIFICATE OF MAILING**

The undersigned does hereby certify that on the 15 day of December, 2016, a true and correct copy of the foregoing was mailed via First Class Mail with the proper amount of postage affixed thereon to:

Pamela Rains, Esq.  
208 N. Main St.  
Sand Springs, OK 74063  
**ATTORNEY FOR RESPONDENT**  
[REDACTED]

  
\_\_\_\_\_  
Benjamin Aycock